



# G-Cloud 13 Call-Off Contract

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

<b>G-Cloud 13 Call-Off Contract</b>	
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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.

<b>Platform service ID number</b>	ServiceNow Platform Management: 483534928644891
<b>Call-Off Contract reference</b>	CPD4128061
<b>Call-Off Contract title</b>	MHCLG ServiceNow Platform Management and continued service improvement.
<b>Call-Off Contract description</b>	<p>The Buyer is going through a digital transformation programme, which will introduce new services and develop existing ones delivered on a cloud platform, in an agile way.</p> <p>Automation is a priority and ServiceNow is one of the tools that will help deliver that capability. The Buyer also needs to ensure compliance and continuity for the platform, by ensuring that ServiceNow remains patched and up to date.</p> <p>To continue to deliver a product that meets the needs of the Buyer, it is entering into this Call-Off Contract work to enable an agile, iterative way to optimise the Buyer's approach and develop ServiceNow aligning vision and priorities.</p> <p>The Supplier shall provide services focused on the design and implementation of the ServiceNow Enterprise Service Management suite of applications. This Call-Off Contract includes the Services as set out at Schedule 1 (Services).</p> <p>The Supplier is a dedicated ServiceNow partner with experience of small and large scale ServiceNow implementations across multiple industry sectors. The Supplier has a team of certified ServiceNow and ITIL professionals providing the following services:</p> <ul style="list-style-type: none"><li>• Project and Program Management (traditional waterfall and agile)</li></ul>

	<ul style="list-style-type: none"><li>• ServiceNow architecture governance, process analysis and design</li><li>• ServiceNow project management, configuration, scripting and development</li><li>• ServiceNow custom business process design and implementation</li><li>• ServiceNow component test services and support to customer acceptance testing</li><li>• Knowledge transfer throughout the implementation</li><li>• ServiceNow training</li></ul>
<b>Start date</b>	08 November 2024
<b>Expiry date</b>	07 November 2026
<b>Call-Off Contract value</b>	<p>Estimated initial £303,380.00 per annum with a maximum 2 year ceiling of £4,500,000.00 excluding VAT.</p> <p>Year 2 is subject to MHCLG funding and internal approvals and will be confirmed by giving 60 days notice prior to expiry of year 1.</p>
<b>Charging method</b>	Payment via BACS.
<b>Purchase order number</b>	TBA

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	Ministry of Housing, Communities and Local Government (MHCLG)  Fry Building, 2 Marsham Street, London SW1P 4DF.
To the Supplier	Unifii Limited  1 Poultry, London, EC2R 8EJ.  Company number: 7206707
Together the ‘Parties’	

Principal contact details

For the Buyer:

<REDACTED>

For the Supplier:

<REDACTED>

Call-Off Contract term

Start date	This Call-Off Contract Starts on <b>8th November 2024</b> and is valid for <b>24 months</b>
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 60 Working Days from the date of written notice for undisputed sums (as per clause 18.6).

	<p>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).</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months (with GDS approval), by giving the Supplier 2 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>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.</p> <p>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:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

### 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.

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"><li>• Lot 3: Cloud support</li></ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Schedule 1.</p>
<b>Additional Services</b>	<p>N/A for this Call-off</p>
<b>Location</b>	<p>The Services will be delivered remotely.</p>

<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are <b>outlined in Schedule 1.</b>																				
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are <b>outlined in Schedule 1.</b>																				
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <table border="1"> <thead> <tr> <th>Priority</th><th>Definitions</th></tr> </thead> <tbody> <tr> <td>P1 – Critical</td><td>Complete platform outage. Will need to be resolved by ServiceNow. Should be logged by Buyer directly with ServiceNow and logged with Supplier for awareness</td></tr> <tr> <td>P2 – High</td><td>Issue resulting in multiple processes being completely unusable OR Incident Management, Service Requests, Service Desk or Service Portal are completely unusable</td></tr> <tr> <td>P3 – Medium</td><td>Issue resulting in a single process being completely unusable or degraded in its functionality</td></tr> <tr> <td>P4 – Low</td><td>Non-critical issue with no direct impact on services availability</td></tr> </tbody> </table> <p>Incident resolution targets:</p> <table border="1"> <thead> <tr> <th>Priority</th><th>Target Resolution</th></tr> </thead> <tbody> <tr> <td>P1 – Critical</td><td>N/A – Supplier will support but requires ServiceNow intervention as the vendor</td></tr> <tr> <td>P2 – High</td><td>4 hours during normal business day</td></tr> <tr> <td>P3 – Medium</td><td>8 hours during normal business day</td></tr> <tr> <td>P4 – Low</td><td>16 hours during normal business day</td></tr> </tbody> </table>	Priority	Definitions	P1 – Critical	Complete platform outage. Will need to be resolved by ServiceNow. Should be logged by Buyer directly with ServiceNow and logged with Supplier for awareness	P2 – High	Issue resulting in multiple processes being completely unusable OR Incident Management, Service Requests, Service Desk or Service Portal are completely unusable	P3 – Medium	Issue resulting in a single process being completely unusable or degraded in its functionality	P4 – Low	Non-critical issue with no direct impact on services availability	Priority	Target Resolution	P1 – Critical	N/A – Supplier will support but requires ServiceNow intervention as the vendor	P2 – High	4 hours during normal business day	P3 – Medium	8 hours during normal business day	P4 – Low	16 hours during normal business day
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<b>Onboarding</b>	<p>The onboarding of Unifii resources to support MHCLG's ServiceNow instances will take approximately 2 to 4 weeks. The following activities are expected by MHCLG resources and/or 3rd party suppliers:</p> <ul style="list-style-type: none"><li>• Handover from project team or existing support resources, including sharing of all technical and process documentation</li><li>• A full walk-through of the existing governance model and existing standard operating procedures</li><li>• Full access provisioned for Unifii resources in all MHCLG ServiceNow instances</li><li>• Key stakeholder introductions for configured processes/capabilities</li><li>• Where applicable MHCLG to provide a report on existing platform support tickets and service requests backlog size, estimations for delivery and any other useful information to enable validation of the backlog and provide a view of assigned resource prioritisations and enhancement availability.</li></ul>
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<b>Offboarding</b>	An Exit Plan will be formally agreed 90 days before contract expiry.
<b>Collaboration agreement</b>	N/A.
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for Buyer Data Defaults will not exceed £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of £5,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for</p> <ul style="list-style-type: none"> <li>• MHCLG will ensure the appropriate ServiceNow licences are in place</li> <li>• Unifii requires an admin account per assigned support resource on the MHCLG ServiceNow instances. A minimum of 3 accounts will be required; the final number will be agreed upon as part of onboarding and may be more than the number of roles purchased. All admin accounts will be granted the relevant roles to enable the team to read and update service request/incident tickets, investigate issues, and deploy functionality. The Supplier acknowledges that The Buyer will only supply access to relevantly cleared (Security Check – SC) staff once proof of clearance has been supplied.</li> <li>• All Unifii assigned resources will require full access to all MHCLG ServiceNow instances</li> <li>• Unifii must have access to the MHCLG ServiceNow HI account to ensure technical staff can directly communicate with ServiceNow</li> <li>• MHCLG will make relevant SME available for upgrade activities, including completing UAT and sign off within the agreed timelines</li> </ul>
<b>Buyer's equipment</b>	N/A

### Supplier's information

<b>Subcontractors or partners</b>	N/A
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Call-Off Contract charges and payment

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

Payment method	The payment method for this agreed regular service with a set quarterly payment is via Call-Off Contract and transfer via BACS following the payment schedule detailed in Schedule 2.																																
Payment profile	<p>Payment will be made quarterly in advance as detailed below.</p> <table><tr><th>Payment Milestone</th><th>Description</th><th>Total (ex VAT)</th></tr><tr><td>Milestone 1</td><td>Year 1 - Quarter 1 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 2</td><td>Year 1 - Quarter 2 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 3</td><td>Year 1 - Quarter 3 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 4</td><td>Year 1 - Quarter 4 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 5</td><td>Year 2 - Quarter 1 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 6</td><td>Year 2 - Quarter 2 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 7</td><td>Year 2 - Quarter 3 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Milestone 8</td><td>Year 2 - Quarter 4 Support Service charge</td><td>&lt;REDACTED&gt;</td></tr><tr><td></td><td><b>Total</b></td><td>&lt;REDACTED&gt;</td></tr></table> <p>Any additional services that may be required during the term will be agreed in advance in writing by both parties and charged separately.</p> <p>Year 2 is subject to MHCLG funding and internal approvals and will be confirmed by giving 60 days notice prior to expiry of year 1.</p>			Payment Milestone	Description	Total (ex VAT)	Milestone 1	Year 1 - Quarter 1 Support Service charge	<REDACTED>	Milestone 2	Year 1 - Quarter 2 Support Service charge	<REDACTED>	Milestone 3	Year 1 - Quarter 3 Support Service charge	<REDACTED>	Milestone 4	Year 1 - Quarter 4 Support Service charge	<REDACTED>	Milestone 5	Year 2 - Quarter 1 Support Service charge	<REDACTED>	Milestone 6	Year 2 - Quarter 2 Support Service charge	<REDACTED>	Milestone 7	Year 2 - Quarter 3 Support Service charge	<REDACTED>	Milestone 8	Year 2 - Quarter 4 Support Service charge	<REDACTED>		<b>Total</b>	<REDACTED>
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Milestone 6	Year 2 - Quarter 2 Support Service charge	<REDACTED>																															
Milestone 7	Year 2 - Quarter 3 Support Service charge	<REDACTED>																															
Milestone 8	Year 2 - Quarter 4 Support Service charge	<REDACTED>																															
	<b>Total</b>	<REDACTED>																															
Invoice details	The Supplier will issue electronic invoices as per the Payment Profile. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice, upon agreement with MHCLG.																																

Who and where to send invoices to	Invoices will be sent to <REDACTED>												
Invoice information required	All invoices must include a valid purchase order number, full description of the goods or services, start/end dates and any other associated supporting evidence.												
Invoice frequency	Invoice will be sent to the Buyer as per the Payment Profile.												
Call-Off Contract value	<p>The Buyer’s estimated Call-Off Contract value is £303,380.00 per annum for the initial 2 year term with an estimated maximum ceiling value of £4,500,000.00 excluding VAT.</p> <p>Year 2 is subject to MHCLG funding and internal approvals and will be confirmed by giving *60 days notice prior to expiry of year 1.</p>												
Call-Off Contract charges	<p>Charges will be based on the rate card below.</p> <p>The applicable rate card is as follows:</p> <table><tr><th>Resource Type</th><th>Day Rate</th></tr><tr><td>Architectural Services – Onshore (SFIA 7)</td><td>&lt;REDACTED&gt;</td></tr><tr><td>L2 Support Services – Onshore (SFIA 4)</td><td>&lt;REDACTED&gt;</td></tr><tr><td>L3 Engineering Services – Onshore (SFIA 5)</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Platform Manager – Onshore (SFIA 5)</td><td>&lt;REDACTED&gt;</td></tr><tr><td>Engineering Service – Onshore (SFIA 6)</td><td>&lt;REDACTED&gt;</td></tr></table>	Resource Type	Day Rate	Architectural Services – Onshore (SFIA 7)	<REDACTED>	L2 Support Services – Onshore (SFIA 4)	<REDACTED>	L3 Engineering Services – Onshore (SFIA 5)	<REDACTED>	Platform Manager – Onshore (SFIA 5)	<REDACTED>	Engineering Service – Onshore (SFIA 6)	<REDACTED>
Resource Type	Day Rate												
Architectural Services – Onshore (SFIA 7)	<REDACTED>												
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L3 Engineering Services – Onshore (SFIA 5)	<REDACTED>												
Platform Manager – Onshore (SFIA 5)	<REDACTED>												
Engineering Service – Onshore (SFIA 6)	<REDACTED>												

Additional Buyer terms

Performance of the Service	The Call-Off Contract includes the Services as set out at Schedule 1 (Services).
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<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	As per the incorporated Framework Agreement clause 2.3.
<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <ul style="list-style-type: none"> <li>• Ensure that all aspects of the service are delivered from the UK only.</li> <li>• Ensure that all personnel working on the contract have Security Check (SC) clearance.</li> <li>• Share proof of clearance for each person working on the contract with The Buyer before the person starts working on the contract.</li> <li>• Ensure that all access to The Buyer's systems will be from managed devices supplied by The Buyer.</li> <li>• Commit to maintaining Cyber Essentials and to provide The Buyer with updated certificates on the annual basis.</li> </ul>
<b>Alternative clauses</b>	N/A for this call off
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	N/A for this call off
<b>Personal Data and Data Subjects</b>	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1, see Data Processing Schedule 7 at page 68.</p> <p>Ensure that all access to The Buyer's systems will be from managed devices supplied by The Buyer.</p> <p>All data must be located in / transferred to and from, a country that has GDPR adequacy.</p> <p>For data held in ServiceNow the MHCLG User Agreement with ServiceNow will apply.</p> <p>Unifii/ Inetum use SharePoint for internal file storage which is hosted in their EU data centre.</p>

<p><b>Intellectual Property</b></p>	<p>The Terms &amp; Conditions as laid out in the G-Cloud 13 agreement shall be adhered to. In addition, the following terms and conditions shall apply.</p> <p><b>1. INTELLECTUAL PROPERTY RIGHTS</b></p> <p>1.1. The Buyer acknowledges and agrees that Unifii and/or its licensors own all Intellectual Property Rights in the Services and the Documentation. Except as expressly stated herein, this agreement does not grant the Buyer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation. The Buyer is hereby granted a perpetual, fully paid-up, worldwide, non-exclusive, royalty- free, non-transferrable licence to use the Unifii IPRs for the purpose of receiving and using the Services.</p> <p>1.2. Unifii provides IT Service Management expertise, good practice guidance and technical implementation techniques based on the ServiceNow platform. All services are based on the knowledge and experience Unifii has gained in the course of working with many other customers. The Buyer acknowledges that elements of the services based on such knowledge and experience are part of Unifii's library of good practice and capabilities of a reusable nature etc. and that such items are and will remain the exclusive property of Unifii.</p> <p>1.3. The Buyer may not at any time replicate any Unifii IPRs internally or transfer to any third party without the prior written consent of Unifii.</p> <p>1.4. The Buyer grants Unifii a fully paid-up, worldwide, non-exclusive, royalty-free licence to copy and modify the Buyer Materials for the Term for the purpose of providing the Services to the Buyer.</p> <p><b>2 Interpretation</b></p> <p>The following definitions and rules of interpretation apply:</p> <p><b>Buyer Materials:</b> all documents, data, information, items and materials in any form, whether owned by the Buyer or a third party, which are provided by the Buyer to Unifii in connection with the Works.</p> <p><b>Documentation:</b> the documents made available to the Buyer by Unifii which sets out a description of the Services and the user instructions for the Services.</p> <p><b>Intellectual Property Rights:</b> all patents, rights to inventions, utility models, copyright and related rights, trademarks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing</p>
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	<p>off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for, and renewals or extensions of, such rights, and all similar or equivalent rights or forms of protection in any part of the world.</p> <p><b>Services:</b> any specific services or Works as set out in this Contract.</p> <p><b>Unifii IPRs:</b> all Intellectual Property Rights either subsisting in the Available Services (excluding any Buyer Data incorporated in them) or otherwise necessary or desirable to enable a Buyer to receive and use the Services.</p> <p><b>Works:</b> the available services which are provided by Unifii under a Statement of Work or detailed in Schedule 1 of this Call-Off Contract, including services which are incidental or ancillary to the Works.</p>
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<b>Social Value</b>	<p>Fighting climate change</p> <p>Fighting climate change</p> <p>Unifii's cloud-based approach throughout our organisation and our affiliates, ensures we contribute to the decrease of energy usage, and also the decrease of emissions as a result of both home and remote working. Unifii does not store data in its own physical servers, but uses the shared infrastructure of our providers, Microsoft and ServiceNow, which enables to lower the energy use and carbon emissions. Unifii stores all data on the cloud and uses electronic signatures via DocuSign, reducing the use of paper and printing material.</p> <p>Covid-19 recovery</p> <p>Covid-19 recovery</p> <p>Considering the current COVID-19 outbreak, some of the Unifii working practices have been amended over time as the situation progresses and will continue to be amended if and when needed. Unifii delivers all services remotely, in line with Government guidelines, until such time as that guideline is updated. Unifii has adjusted working practices to maximise the efficiency and effectiveness of remote working and works closely with clients to ensure the ways of working are not impacting the quality of the services delivered. From our experience, on-site representation is beneficial for initial workshop sessions, effective knowledge transfer, User Acceptance Testing (UAT), the build up to go-live and at other key phases. Unifii will deliver the bulk of the configuration and data loads remotely or from regional Unifii offices which are setup to allow for rapid</p>
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	<p>configuration and team collaboration. If any on site presence is required, this is agreed at the beginning or duration of a Project with the client.</p> <p>Tackling economic inequality</p> <p>Tackling economic inequality</p> <p>At Unifii, we believe that our staff are the next generation of industry leaders and for several years we have had a mentoring and training programme for our staff, especially our graduates and interns. Unifii is recruiting directly from the market but also supports the growth of the ServiceNow skills market by participating (and recruiting) in programmes such as the ServiceNow NextGen and having in place an annual internship and graduate recruitment programme.</p> <p>We believe that learning the theory without applying it in the real world doesn't help develop our people or our business. We therefore look to bring these two elements together. We ensure that staff are given access to on-the-job training, such as shadowing, coaching, support network as well as technical instructor led ServiceNow training and other non-ServiceNow related training activities. Staff are encouraged to get accreditations where possible for their new skills and all ServiceNow certifications are renewed every 6 months to be recertified for the latest product releases. Across our business, our staff hold 200+ ServiceNow certifications.</p> <p>Unifii is a Living Wage employer and we support the career progression of our staff accompanied by annual salary reviews. The Unifii approach to staff development and advancement can only serve to ensure that our clients are given the best possible services from a team of highly skilled and well developed consultants pulling as one for the benefit of our clients.</p> <p>Equal opportunity</p> <p>Equal opportunity</p> <p>Unifii actively supports Equality and Human Rights legislation. Our ethos is to respect and value people's differences, to help everyone achieve more at work as well as in their personal lives so that they feel proud of the part they play in our success. Our Grievance Procedures ensure sympathetic handling, and hopefully satisfactory resolution, for all aspects of employees concerns or dissatisfaction.</p> <p>We believe that all decisions about people at work should be based on the individual's abilities, skills, performance and behaviour and our business requirements. Our career guide and ways of working ensure that our consultants acquire new skills and progress</p>
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	<p>constantly within their career at Unifii. Questions about an individual's race, religion or belief, sex, sexual orientation, gender reassignment, marital status, pregnancy/maternity status or age are never relevant to our business. Issues of disability are only considered against the particular requirements of the job. Our policy must be strictly adhered to by all our team.</p> <p>Unifii respects all religious faiths, beliefs and practices equally as they are represented within the workplace. All employees have the right, within the law, to religious freedom and to the peaceful practice and expression of their religious faith. Part of our culture is the expectation and requirement that religious groups and adherents of all faiths within Unifii should accord full respect to the religious faith, beliefs, values and practices of others, and for those who subscribe to no faith.</p> <p>As a business, one of our core, founding principles is that we recruit based on knowledge, experience, skills and potential – regardless of any other factors including gender, race, age and religion. Our ethos will always be one of inclusivity and pulling together as a team; supporting each other through tough times and bringing our collective strength to bear for our clients.</p> <p>Wellbeing</p> <p>Wellbeing</p> <p>The main vehicle for delivering quality work is Unifii's investment in developing and refining our processes and ServiceNow builds – our thought leadership. We always seek to be ahead to our clients in understanding their problems and coming up with compelling insights and solutions, through the excellence of our experience, thought processes and fact-based analyses. We ensure we have an excellent understanding of the problems our clients face and provide solutions to these problems, through outstanding production of insights and solutions in the work we do for them, to excellent interpersonal and communication skills whenever we meet and converse with our clients.</p> <p>Our vision to supporting our organisation's growth is a growing, organic one and we require all our employees and affiliates to be engaged, to understand their responsibility and to be empowered to focus on serving our clients well with an innovative and value-adding service. Our ways of working demonstrate high regard for our people's health and safety and wellbeing as well as career progression. We encourage our team to perform volunteer work and we undertake charity fundraisers as a team with activities organised by our so-</p>
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	cial committee. We have provided our team with access to benefits and programmes that support their health and wellbeing (including physical and mental health) as well as soft skills training resources that strengthens their confidence and overall professional and interpersonal skills.
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff 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 Unifii Limited	Buyer MHCLG
Name	<REDACTED>	<REDACTED>
Title	<REDACTED>	<REDACTED>
Signature	<REDACTED>	<REDACTED>
Date	07 November 2024	07 November 2024

- 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 invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

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

9.2 The Supplier will ensure that:

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

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

- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:  
<https://www.gov.uk/government/publications/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/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

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

## 15. Open source

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

## 16. Security

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

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

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. 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 CallOff 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

### Scope of Service – Platform Management

This Statement of Work (SoW) details the services to be provided to MHCLG as part of Unifii’s Platform Management Service.

The Unifii Platform Management Service provides access to experienced ServiceNow and Service Management specialists. A full breakdown of what is included with each of our core services and the out-of-scope items is included in [Annex 1 – Services Descriptions](#).

Details of Priority and Resolution targets can be found in [Annex 2 – Incident Priority and Resolution Targets](#).

Details of Ways of Working can be found in [Annex 3 – Platform Management Engagement](#).

MHCLG have requested Platform Management Services, which Unifii will fulfil with the following resources:

Resource Type	Number FTE	Day per Month
Platform Manager – Onshore	0.25	5
L3 Engineering Services – Onshore	0.25	5
L2 Support Services – Onshore	0.5	10
Business Analyst – Onshore	0.25	5
Architecture Services – Onshore	0.05	1

The table below provides details of additional service purchased.

Service
Two Upgrades per annum - 1 Product Line

## Service Delivery Notes

- The Unifii Platform Management Service will be delivered remotely from Unifii offices
- The Unifii Platform Management Service will provide support during Business Days as outlined in the Additional Terms
- Any Out of Hours Support must be agreed upon in advance by both parties in the monthly service review meeting and may be provided at the discretion of Unifii
- Unifii requires an admin account per assigned support resource on the MHCLG ServiceNow instances. A minimum of 3 accounts will be required; the final number will be agreed upon as part of onboarding and may be more than the number of roles purchased. All admin accounts will be granted the relevant roles to enable the team to read and update service request/incident tickets, investigate issues, and deploy functionality
- All Unifii assigned resources will require full access to all MHCLG ServiceNow instances
- MHCLG will have access to a pool of Unifii technical resources and subject matter experts who will ensure they are familiar with the MHCLG ServiceNow instance and applications. All communications with the Unifii technical resources will be managed through updates to the appropriate tickets
- FTE hours are fixed on a per-month basis, and FTE hours not utilised by MHCLG any month during the term of the SOW shall expire at the end of the month and shall not be rolled over to subsequent months
- Unifii must have access to the MHCLG ServiceNow HI account to ensure technical staff can directly communicate with ServiceNow
- The Unifii Platform Manager will establish a monthly service meeting to be held with relevant MHCLG stakeholders to review overall service delivery, assess in-progress requests and prioritise new/estimated requests in the work queue
- All in scope activities will be completed to the extent that the allocated time allows. Should capacity not allow for all activities to be completed, a priority call will have to be made by MHCLG as to which activities should be prioritised. Any increase in resource requirements will be subject to Change Control and may incur additional costs
- Unifii Target Resolution times will be configured within the platform for all tickets assigned to the Unifii assignment group
- MHCLG will make relevant SME available for upgrade activities, including completing UAT and sign off within the agreed timelines

## Pricing

Unifii are providing this service to MHCLG with an expected resource profile of 1.3 FTE, at an annual cost of £303,380 (excluding VAT), using the resource table below.

Resource Type	Number FTE	Price per Year
Platform Manager	0.25	<REDACTED>
L3 Engineering Services – Offshore	0.25	<REDACTED>
L2 Support Services – Offshore	0.5	<REDACTED>
Architecture Services	0.05	<REDACTED>
Business Analyst Service	0.25	<REDACTED>
Total		<REDACTED>

Service	Cost
Two Upgrades - 1 Product Line	<REDACTED>
Total	<REDACTED>

Unifii shall invoice MHCLG quarterly in advance as outlined in the payment milestone table.

MHCLG shall pay all amounts due within thirty (30) days of the date of an undisputed invoice. MHCLG is responsible for all applicable taxes.

As the services laid out in this SoW will be delivered remotely, no expenses are expected to be incurred. All rates are inclusive of expenses, if travel is required, to MHCLG HQ Offices

The table below outlines the payment milestones based on the resources & service(s) outlined in Scope of Service – Platform Management

Payment Milestone	Description	Invoice Total (ex VAT)
Milestone 1	Quarter 1 Support Service charge	<REDACTED>
Milestone 2	Quarter 2 Support Service charge	<REDACTED>
Milestone 3	Quarter 3 Support Service charge	<REDACTED>
Milestone 4	Quarter 4 Support Service charge	<REDACTED>
	Total	<REDACTED>

## Terms

The ServiceNow Platform Management Services will commence on completion of the signing by both parties of this call-off contract, as per the Start and End dates in **Error! Reference source not found.**

The contract will not auto-renew at the end of the initial 2-year term.

## Platform Management Governance Governance and Reporting

This Statement of Work shall comply with the MHCLG ServiceNow platform governance model and report via appropriate dashboards. If necessary, Unifii will recommend changes or enhancements to the governance model.

The dashboards will be agreed with the MHCLG main point of contact in the service meetings and will be created by the Unifii Team and shared with the MHCLG main point of contact and any relevant groups upon request.

The Unifii Platform Manager or relevant technical resource can be an attendee to the MHCLG ServiceNow governance meetings where applicable, namely the working group and steering group.

Should there be any need for escalation during the term of this Statement of Work, then the resources assigned or MHCLG can escalate to the platform manager for support and remediation. After this, the subsequent escalation is the account manager.

## Additional Terms

- **Platform Management Service Commencement** – Any start date is contingent on the identification and availability of appropriate Unifii platform resources
- **Business Day** – A normal business day is any eight (8) hour period, inclusive of a one (1) hour break for lunch, between the hours of 9AM and 6PM, Monday through Friday local time and excludes holidays. Any work performed outside of normal business hours will be at the discretion of Unifii
- **Out of Hours Support** – any hours that are outside of the normal Business Day, including weekends. Any support hours required during UK public holidays (England, Wales and Scotland) will be multiplied by two (2). Out of Hours Support must be agreed upon ahead of time. MHCLG resources must be made available during the Out of Hours Support activities. If continuous Out of Hours Support is required by MHCLG, this will be assessed and may incur additional charges via Change Control
- **Cloning Without Notice** – If MHCLG performs any cloning of its instance(s) without providing Unifii with at least 48 working hours' notice and which results in existing deliverables being deleted and wiped, any additional support required in order to repeat and configure the same deliverables will be drawn down from the current week/month allocation
- **Platform Delivery** – Unifii will ensure that key staff are available during a Business Day to respond to any questions
- **Additional Scope** – Activities not specifically stated as being performed by Unifii in this SoW are considered outside the scope of this SoW and are not covered under the time and fee estimates of this SoW. Any requests for services outside the defined scope of this SoW will be set forth in a change order, or separate SoW, executed by both parties

- **Change Control** – MHCLG may, by completion of the Change Request Form in accordance with Unifii's Change Control process, request a change for additional support or change in resource or FTE level, notwithstanding to specific task or role. Unifii will provide the estimate for any additional effort for valid changes for approval by MHCLG in a draft Change Request Form as per Annex 5. Once signed by both parties, the changes described in the Change Request Form shall take effect.
- **Customer Success** – MHCLG will work with Unifii to promote our relationship including a partnership announcement on signature of this SoW and undertaking a case study interview within 4 weeks of the project closure. The case study will be shared with MHCLG for review and comments. Should there be no feedback within 4 weeks this will be deemed to be approval for the case study
- **Reference** - Unifii may orally refer to MHCLG as a customer in sales presentations and activities. Upon written consent, Unifii may refer to MHCLG as a customer in written sales presentations and marketing events
- **Expiry** – The Platform Management Support services under the terms of this SoW will expire at 23:59:59 on the End date of this SoW, if the agreement has not rolled over for an additional 12 months or if the Platform Management Support services are automatically renewed for a further 12 months as per clause in the Terms section, the services will expire at 23:59:59 on the New End Date (End Date plus 12 months).
- **Ramp Up** – any ramp up in resources that are agreed with MHCLG in writing shall be invoiced in advance for the remainder of the current quarter and billed separately in addition to the milestone payments laid out in the Terms section.

## Annex 1 – Services Descriptions

The below lists all services available via Unifii's Platform Management Service. MHCLG should refer to the scope of the service purchased as part of the SoW detailed in Scope of Service – Platform Management

### Platform Manager Service

Scope:

- Providing platform management and governance for MHCLG
- Providing leadership for the ServiceNow support and engineering teams
- Work with internal stakeholders at MHCLG to define and maintain each quarter a 12-month forward-looking roadmap for ServiceNow as a platform
- Providing regular service reporting for the Platform Management team and any in-flight activities
- Liaising with ServiceNow support to log and follow up on HI tickets
- Coordination of ServiceNow Change Management and Release process where applicable

### Platform Management Engineering Services – Level 1 (L1)

Scope:

- Providing L1 triage capability for all MHCLG instance-related Incidents and Service Requests. This will include the activities detailed in Annex 1, such as:
  - User admin queries/requests
  - Report queries/requests
  - Notification investigations

- Process investigations
- Daily/Weekly/Monthly platform checks
- Provide support for basic customer issues, such as solving usage problems and fulfilling service requests that don't require platform configuration
- Provide support to platform stakeholders and answer questions or queries on the current configuration
- Liaising with ServiceNow Support to log and follow up with ServiceNow via their support platform, ServiceNow HI

## Platform Management Engineering Services – Level 2 (L2)

Scope:

- Technical support for MHCLG staff, or L1 resources, to escalate incidents or Service Requests for assistance
- Provide support to platform stakeholders and answer questions or queries on the current configuration
- Configuration of small changes or enhancement requests that require less than 8 hrs of total development effort per request, which includes updating records or implementing an individual catalogue item
- Complex issue investigation and resolution where possible. Where additional support is needed, then liaising with ServiceNow or Platform Engineering resources (L3), if purchased
- Deliver all patching verification
- Supporting the ServiceNow based configuration for MID servers
- Technical assistance and consultation, including Q&A and guidance on ServiceNow-related topics
- Coordination with ServiceNow to resolve core platform issues

## Platform Management Engineering Services – Level 3 (L3)

Scope:

- Technical support for MHCLG staff, or L1 or L2 resources, to escalate incidents or Service Requests for assistance
- Provide best practice guidance and governance advice to support the roadmap and strategic direction of the MHCLG ServiceNow platform
- Configuration of enhancements or changes to existing deployed functionality based on agreed priorities with MHCLG. Any significant volume of enhancements will be subject to the terms in [Service Requests / Enhancements](#).
- Ensure MHCLG platform management governance rules are always being adhered to

## Architecture Service

Scope:

- Providing ServiceNow architecture support to MHCLG
- Working with other Unifii provided services and MHCLG to evaluate ServiceNow's suitability to meet new or changing business demands
- Providing technical leadership for the wider ServiceNow resources
- Attending ServiceNow governance sessions with MHCLG as necessary

## Business Analyst Service

Scope:

- Reviewing new and existing business requirements
- Impact assessing requirements
- Translating requirements into story format in line with MHCLG principles and SDLC governance
- Supporting the communication and delivery of requirements with relevant stakeholders
- Updating training documentation where required due to changes in the platform

## Tester Service

Scope:

- Testing stories and any other ad-hoc items within the Platform team's remit in line with MHCLG principles and SDLC governance
- Liaising with UAT Testers of the demand items/upgrade and managing feedback
- Logging any defects with the items tested and ensuring development team have enough information to remediate
- Supporting the testing for any upgrades completed as required

## Platform Management Upgrade Service

Scope:

- Carry out a like-for-like upgrade on the MHCLG ServiceNow sub-production and Production instances to the most up-to-date or N-1 release patch from their current patch
- Provide a high-level plan to ensure MHCLG resources are available for process owner regression testing
- Resolution of all defects identified during functional and process owner regression testing on sub-production instances in readiness for the production release
- Provide post-upgrade support to resolve any issues caused by the upgrade following the production instance upgrade
- Deliver upgrades in line with the ServiceNow good practice
- Liaising with ServiceNow, if required



## Out of Scope

The following matrix outlines the areas not in scope (marked with X) for each Platform management service level.

	Platform Manager	Level 1 (L1)	Level 2 (L2)	Level 3 (L3)	Architecture	Business Analyst	Tester	Upgrade
Platform configuration outside of data changes to support existing processes	X	X	✓	✓	X	X	X	N/A
Complex issue resolution (e.g. platform performance degradation, 3rd party integration troubleshooting, MID Server configuration/troubleshooting)	X	X	✓	✓	✓	X	X	N/A
Configuration or enhancements to existing functionality	X	X	✓	✓	X	X	X	N/A
Best practice guidance and governance advice to support the roadmap and strategic direction	✓	X	X	✓	✓	✓	X	N/A
Any project management or business change activities related to changes or enhancements, including data preparation or cleansing	X	X	X	X	X	X	X	N/A
Managing MHCLG internal staff	X	X	X	X	X	X	X	X
Business Communication Activities	X	X	X	X	X	X	X	X
User Acceptance Testing (UAT)	X	X	X	X	X	X	(Unit/Component Testing Only)	X
Change management activities	✓	X	X	X	X	X	X	X
Remediation of existing defects already in production as part of the upgrade delivery plan; these will be logged for remediation as part of the L2/L3 Services	N/A	N/A	N/A	N/A	N/A	N/A	N/A	X

## Annex 2 – Incident Priority and Response Targets

### Incident Priority Description

All incidents assigned to Unifii should be prioritised based on the following definitions:

Priority	Definitions
P1 – Critical	Complete platform outages. These will need to be resolved by ServiceNow Should be logged by MHCLG directly with ServiceNow and logged with Unifii for awareness
P2 – High	Issue resulting in multiple processes being completely unusable OR Incident Management, Service Requests, Service Desk or Service Portal are completely unusable
P3 – Medium	An issue resulting in a single process being completely unusable or degraded in its functionality
P4 – Low	A non-critical issue with no direct impact on services availability

### Incident Response Targets

Priority	Target Response
P1 – Critical	N/A – Unifii will support but requires ServiceNow intervention as the vendor
P2 – High	4 hours during a normal Business Day
P3 – Medium	8 hours during a normal Business Day
P4 – Low	16 hours during a normal Business Day

Unifii will aim to respond to incidents assigned to a Unifii team member within the above target times. This is subject to the FTE time assigned to each role. Unifii will prioritise work by Priority level unless otherwise directed by MHCLG but are not responsible for open tickets beyond the contracted FTE hours for any given week.

The SLAs will be paused Out of Hours and whilst information is pending from the customer or if the incident needs support from ServiceNow. All tickets in the support queues prior to the Start date of this SoW will be out of scope for these SLAs.

If Incidents are assigned to Unifii by MHCLG, they should be categorised and prioritised. Unifii will assess the validity and priority of all Incidents raised by MHCLG. Any Incidents incorrectly assigned or prioritised will be discussed with MHCLG for clarification and reprioritised or assigned as necessary.

## Annex 3 – Platform Management Engagement

### Ways of Working

To deliver the Platform Management service, we expect that a single assignment group is configured for incidents, service requests and stories (if used) to be logged against and that all necessary Unifii staff members are given access to these groups in Production.

### Service Onboarding

The onboarding of Unifii resources to support MHCLG ServiceNow instances will take approximately 2 to 4 weeks. The following activities are expected by MHCLG resources and/or 3rd party suppliers:

- Handover from project team or existing support resources, including sharing of all technical and process documentation.
- A full walk-through of the existing governance model and existing standard operating procedures
- Full access provisioned for Unifii resources in all MHCLG ServiceNow instances
- Key stakeholder introductions for configured processes/capabilities
- Where applicable MHCLG to provide a report on existing platform support tickets and service requests backlog size, estimations for delivery and any other useful information to enable validation of the back- log and provide a view of assigned resource prioritisations and enhancement availability

### Service Requests / Enhancements

Incident management will be the priority focus, and any enhancements will be delivered based on MHCLG agreed priorities and available resource time. If, during the onboarding phase, we believe that no enhancements will be possible due to incident volumes, this will be discussed with the MHCLG appointed person.

Enhancements to **existing** functionality that requires more than 25% of resource capacity within any month will be subject to a discussion to validate the impact on the wider service and ensure an agreement is reached with MHCLG. Any enhancement or groups of enhancements that constitute a **new** capability or process that falls over 25% of resource capacity within any month will require a separate SoW.

### Ways of Working – Upgrade

Unifii upgrade process is aligned with ServiceNow's Upgrade methodology, ensuring Unifii deliver against ServiceNow's best practices. This allows Unifii to deliver successful, high-quality upgrades consistently. The Unifii upgrade includes the following key stages:

- Plan and Preparation – Review release notes and plan and track the activities that are required to take place before a clone or upgrade (Instance access, Hi portal access)
- Clone and upgrade sub-prod – Clone from Production to Sub-production instance and perform the upgrade on the sub-production instance

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- **Review & Test** – Review skip logs and remediate. Develop fixes for the issues caused by the upgrade. UAT will need to be carried out by MHCLG to ensure functionality remains as expected and to ensure there are no issues caused by the upgrade
- **Production Upgrade** – One week of post-upgrade support to aid with any issues caused by the upgrade. An implementation plan will be presented to MHCLG to finalise the schedule and approach.

## Annex 4 – Services Descriptions

Service Description	Level 1	Level 2	Level 3
Process Troubleshooting	Remediate	Enhance	Create
Email Configuration	Remediate	Enhance	Create
Form Administration	Remediate	Enhance	Create
Report queries / request		Enhance	Create
Data Management		Enhance	Create
Dropdown Lists	Remediate	Enhance	Create
Notifications	Investigate	Enhance	Create
Catalogue Items	Remediate	Enhance	Create
Security (Roles & ACL's) Configuration	Investigate	Enhance	Create
UI Policy Configuration		Enhance	Create
Workflow Troubleshooting		Enhance	Create
Creating / managing SLAs		Enhance	Create
Other administrative tasks not explicitly referenced	Investigate	Enhance	Create
Support for UAT of periodic releases for catalogue item updates		Enhance	Create
Upgrades		✓	✓
UFI Health Check <sup>2</sup>	On demand	On demand	On demand
Support to platform stakeholders and queries on current configuration	✓	✓	✓
Daily integration log reviews for failed integration transactions	✓ <sup>1</sup>	✓ <sup>1</sup>	✓ <sup>1</sup>
Periodic platform checks	✓ <sup>1</sup>	✓ <sup>1</sup>	✓ <sup>1</sup>
liaising with ServiceNow support for support case	✓	✓	✓
Knowledge Transfer on exit	On demand	On demand	On demand
On – site support	On demand	On demand	On demand

**Investigate** – Undertake review of issues or queries to understand the current configuration and escalate if additional remediation or enhancement is needed

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**Remediate** – In addition to the investigate support level, remediate will resolve issues against the current configuration where it is not working as per the agreed design specification

**Enhance** – In addition to remediate support level, enhance will work to configure changes to existing functionality to support new ways of working for existing processes

**Create** – In addition to enhance support level, create will provide the ability to build out significant enhancements or new processes to meet business needs

**On Demand** – done as needed based on discussion between Unifii and MHCLG

<sup>1</sup> Only available if the platform management is fully outsourced

<sup>2</sup> The Unifii Health check is available as a separate Project/Statement of Work for an additional fee

Annex 5 – Change Request Form

Request for Change Form			
Client Name		CR Number	###
Prepared By		Date Prepared	
Project Manager		Date Delivered to PM	
SOW Name		Commercial Impact	YES / NO
Description of Requested Change and Business Justification			
Impact Assessment & Effort Required to Make Requested Change			
Sign Off			
Unifii Limited		MHCLG	
SIGNATURE:		SIGNATURE:	

Print Name:	Print Name:
Title:	Title:
Sign Date:	Sign Date:

## 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:

Resource Type	Day Rate	Number FTE	Day per Month	Price (ex VAT)
Platform Manager – Onshore	<REDACTED>	0.25	5	<REDACTED>
L3 Engineering Services – Onshore	<REDACTED>	0.25	5	<REDACTED>
L2 Support Services – Onshore	<REDACTED>	0.5	10	<REDACTED>
Business Analyst – Onshore	<REDACTED>	0.25	5	<REDACTED>
Architecture Services – Onshore	<REDACTED>	0.05	1	<REDACTED>

Service	Price (ex VAT)
Two Upgrades per annum - 1 Product Line	<REDACTED>

Payment milestones:

Year 2 is subject to MHCLG funding and internal approvals and will be confirmed by giving 60 days notice prior to expiry of year 1.

Payment Milestone	Description	Invoice Total (ex VAT)
<b>Milestone 1</b>	Year 1 - Quarter 1 run rate in advance	<REDACTED>
<b>Milestone 2</b>	Year 1 - Quarter 2 run rate in advance	<REDACTED>
<b>Milestone 3</b>	Year 1 - Quarter 3 run rate in advance	<REDACTED>
<b>Milestone 4</b>	Year 1 - Quarter 4 run rate in advance	<REDACTED>
<b>Milestone 5</b>	Year 2 - Quarter 1 run rate in advance	<REDACTED>
<b>Milestone 6</b>	Year 2 - Quarter 2 run rate in advance	<REDACTED>
<b>Milestone 7</b>	Year 2 - Quarter 3 run rate in advance	<REDACTED>
<b>Milestone 8</b>	Year 2 - Quarter 4 run rate in advance	<REDACTED>
	<b>Total</b>	<REDACTED>





## Schedule 3: Collaboration agreement (not used)

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## Schedule 4: Alternative clauses (not used)

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## Schedule 5: Guarantee (not used)

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## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	Data, Personal Data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>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</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	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.

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<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(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.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.

<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
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<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• 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</li> </ul>
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
<b>Fraud</b>	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

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	defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	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.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.

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<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
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<b>Insolvency event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company • a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	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.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory

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	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.
<b>Loss</b>	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 ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.

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<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>

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<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement supplier</b>	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).

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<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
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<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
<b>Service definition(s)</b>	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.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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 GCloud Services or any part thereof.
<b>Subcontractor</b>	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.

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

<b>Supplier staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	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.

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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: Mike Glock, Director,

<REDACTED>

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <p>Personal data of MHCLG staff (including volunteers, agents, and temporary workers), other Government department staff (where they use our systems), supplier contacts (account managers, service desk personnel etc.)</p> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data: NOT APPLICABLE.</p>

	<p><b>The Parties are Joint Controllers</b></p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>● NOT APPLICABLE</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"><li>● NOT APPLICABLE</li></ul>
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Duration of the Processing	<i>Term of the contract</i>
Nature and purposes of the Processing	The data collected (transferred from the relevant Human Resources (HR) system) is intended to be used internally within ICT to support the userbase during the remediation and furnishing of IT issues and requests, ensuring the ICT suppliers can contact users by their preferred and chosen method of contact mediums; those already registered in each individual user record in SAP.



	The data will not be altered within ServiceNow.
Type of Personal Data	Username (login name), staff number (used as unique identifier), title, name, email address, desk and mobile phone numbers, employment type (employee / contractor etc.), primary work location, home address, department, division, grade, managers name, managers email address, managers grade.

Categories of Data Subject	MHCLG staff (including volunteers, agents, and temporary workers), other Government department staff (where they use our systems), supplier contacts (account managers, service desk personnel etc.)
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	<i>Data is housed and will be retained entirely within MHCLG managed systems – no data will be stored or retained by the supplier.</i>

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## Annex 2: Joint Controller Agreement – NOT APPLICABLE