



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

Part A: Order Form.....	2
Schedule 1: Services.....	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions	13
Schedule 3: Collaboration agreement	32
Schedule 4: Alternative clauses	44
Schedule 5: Guarantee	49
Schedule 6: Glossary and interpretations	57
Schedule 7: GDPR Information	68

Part A: Order Form

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

Digital Marketplace service ID number	498289621097953]
Call-Off Contract reference	21_02_06
Call-Off Contract title	NHSBSA Website Development
Call-Off Contract description	Contract for a Drupal website development partner, initially building a Drupal microsite within the existing NHSBSA Website.
Start date	24 th October 2022
Expiry date	23 rd October 2024 Subject to any mutual agreement to extend.
Call-Off Contract value	£680,000 ex VAT. Any increase in the contract value will be mutually agreed
Charging method	Time & Materials or Fixed Price. This will be agreed in each Statement of Work
Purchase order number	To be confirmed with each individual call-off from the contract

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

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

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

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

From the Buyer	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne N15 8NY
To the Supplier	Agilisys Limited Scale Space, 2nd Floor Imperial College White City Campus 58 Wood Lane London W12 7RZ Company number: 04327369
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Category Manager

Name: Judi Nuttall

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Client Director

Name: [REDACTED]

Email: [REDACTED]
[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 24th October 2022 and is valid for 24 months with the option to extend up to a maximum of 48 months .
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of 90 days from the date of written notice for Ending without cause (as per clause 18.1).
Extension period	This Call-off Contract can be extended by the mutual agreement for 2 period(s) of 12 months each, by the Buyer giving the Supplier 1 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under: • Lot 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are set out in Schedule 1 Services

Additional Services	None
Location	The Services will be delivered remotely. Where agreed in the Statement of Works, face to face meetings shall be held at to Stella House, Goldcrest Way, Newburn Riverside, Newcastle Upon Tyne, NE15 8NY Any travel expenses must be agreed with the Buyer via email in advance and be in accordance with the NHSBSA's policy for Travel and Subsistence
Quality standards	The quality standards required for this Call-Off Contract are set out in Schedule 1 – Services.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract will be set out in each Statement of Work.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as detailed in Schedule 1 – Services.
Onboarding	The onboarding plan for this Call-Off Contract is to be agreed during a kick off meeting for the services as detailed in Schedule 1 – Services. Services to be called-off under the contract via Statements of Work. The Supplier shall engage directly with the Buyer to ensure the full scope of the requirements for each Statement of Work. This may include an Implementation Plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services. Please refer to the onboarding information found in: • in the Supplier's Service Definition • in the Service Description

Offboarding	The offboarding plan for this Call-Off Contract is in accordance with Clause 21 of this Call-Off Contract. The Supplier shall work with the Buyer to produce an Exit Plan which should contain the relevant provisions for off-boarding this service including but not limited to state the exit plan of processes as well as costs associated with exiting the Call-Off Contract and data standards for migration.
Collaboration agreement	Not Used
Limit on Parties' liability	The annual total liability of either Party for all Property Defaults will not exceed £1,000,000. The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other Defaults will not exceed the 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance	The insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.

Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 3 consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. <u>What will happen during an audit or inspection</u> 7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control. 7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to: 7.9.1 provide audit information without delay 7.9.2 provide all audit information within scope and give auditors access to Supplier Staff 7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review: 7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement) 7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only 7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier 7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation

	7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement 7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records 7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date <u>Costs of conducting audits or inspections</u> 7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals: 7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period 7.11.2 a Material Breach 7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies. 7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.
Buyer's responsibilities	The Buyer is responsible for the Customer Responsibilities and dependencies set out in Schedule 1 Services and/or as detailed in each Statement of Work. Where the Customer fails to discharge the Customer's Responsibilities on a timely basis, resulting in the need for changes to timelines, rework, or re-iterations of documents, the Supplier will bring this to the attention of the Buyer and mutually agree, such agreement not to be unreasonably delayed or withheld, any reasonable extension of time, recovery of additional costs, performance relief. Where a resolution cannot be reached, Supplier may reasonably suspend delivery of the programme.

Buyer's equipment	Not Used
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Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners – None Passthrough Services The delivery of Agilisys Services may be dependent on third party software (including Opensource software) and/or services to be procured via Agilisys ('Passthrough Services'). <u>The Customer acknowledges that:</u> a. the Passthrough Services are not 'Subcontracts or Partners'; b. the Passthrough Services are subject to the terms and conditions of the relevant third-party provider; c. warranties, indemnities and other remedies are limited to those provided by the relevant third-party provider; and d. in respect of the Passthrough Services the Agilisys total liability to the Customer shall be limited to the liabilities offered by the third-party provider.
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.

Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to nhsbsa.accountspayable@nhs.net
Invoice information required	All invoices must include: • the date of the invoice; • a unique invoice number; • valid Purchase Order Number as provided by the Buyer; • the period to which the charges relate; • the correct agreement reference '21_02_06'; • any payments due in respect of achievement of a Deliverable; • total charges gross and net of any applicable deductions and separately.
Invoice frequency	Invoice will be sent to the Buyer monthly or on completion of the call-off deliverables and/or milestones as agreed.
Call-Off Contract value	The initial value of this Call-Off Contract is £680,000 ex VAT. This Call-Off Contract value does not represent a minimum commitment from the Buyer to the Supplier but represents the agreed maximum aggregate spend of all SoW's raised pursuant to this Call Off Contract, unless varied by mutual agreement,
Call-Off Contract charges	The breakdown of the Charges are detailed in Schedule 2 Charges

Additional Buyer terms

Performance of the Service and Deliverables	: Not Used
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Guarantee	Not Used
Warranties, representations	Not Used
Supplemental requirements in addition to the Call-Off terms	Not Used
Alternative clauses	Not Used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Used
Public Services Network (PSN)	Not Used
Personal Data and Data Subjects	To be reviewed in each statement of work.

1. Formation of contract

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

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

2. Background to the agreement

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

Signature	Supplier Signature (1)
	Buyer Signature (2)

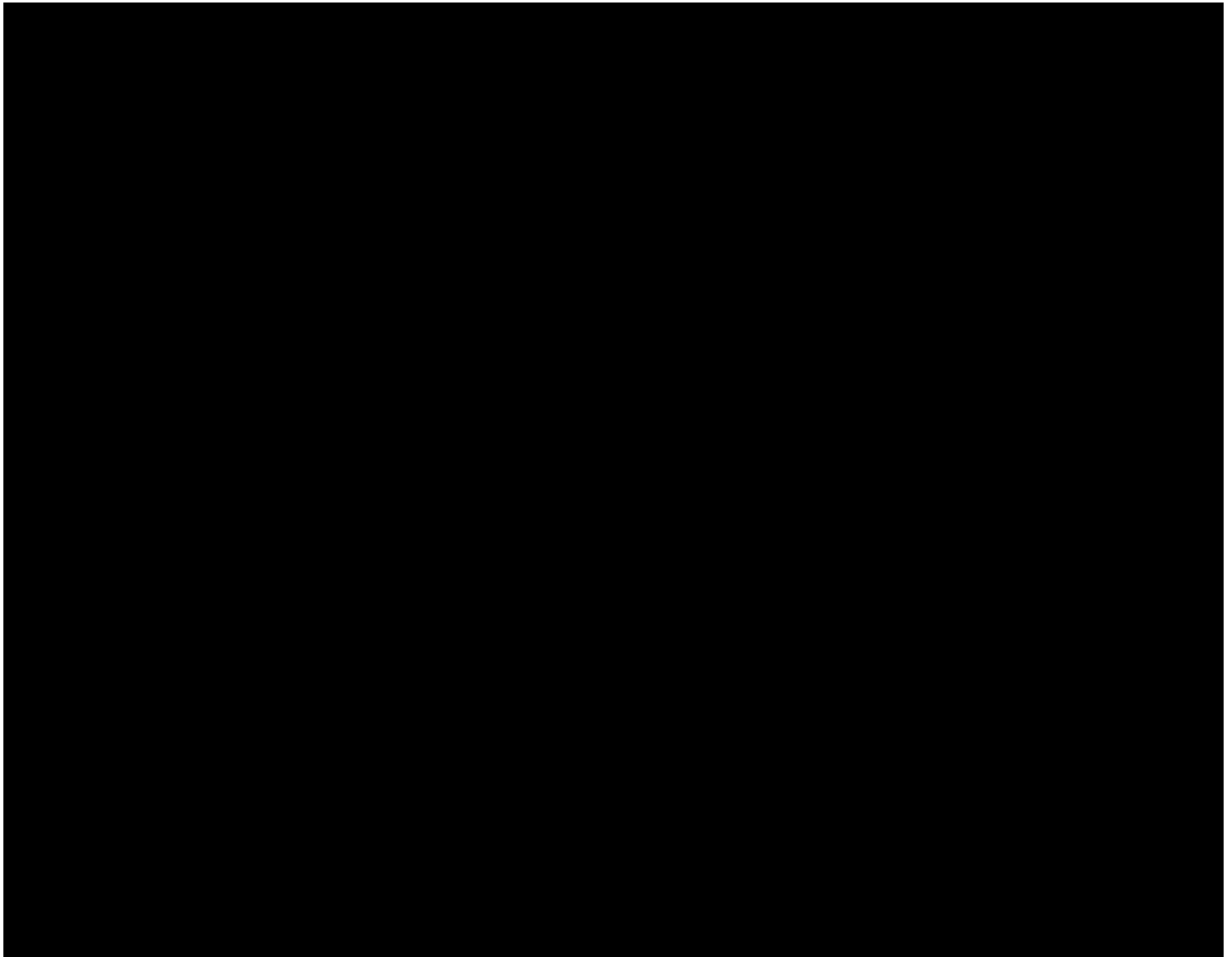
Schedule 1: Services

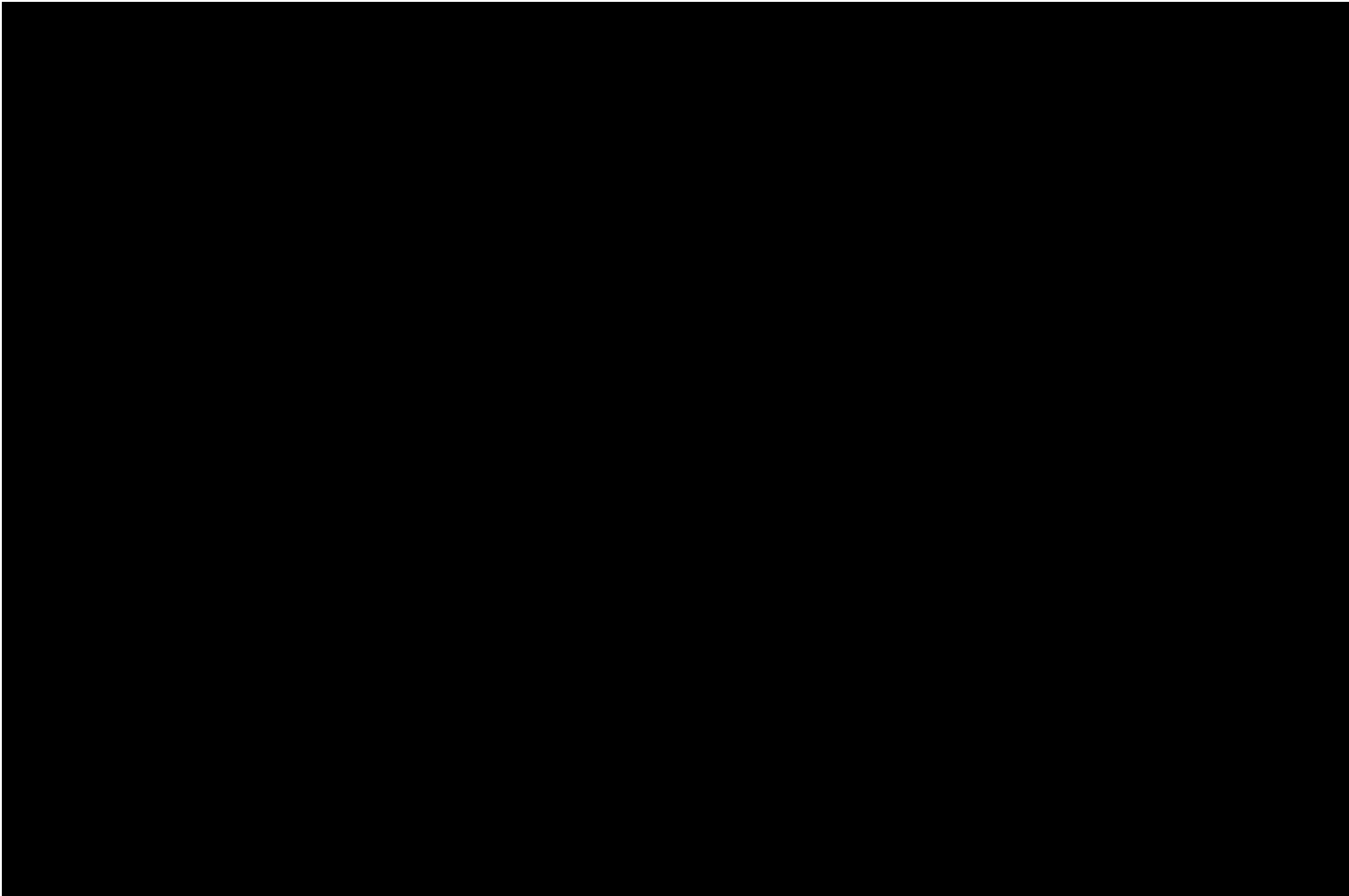
Schedule 1 is comprised of the below documents:

1. Agilisys TA Website MVP SoW
2. Buyer Statement of requirements
3. Supplier tender response documents
4. SLAs

1. Agilisys TA Website MVP 21_02_06 SoW001

Contents





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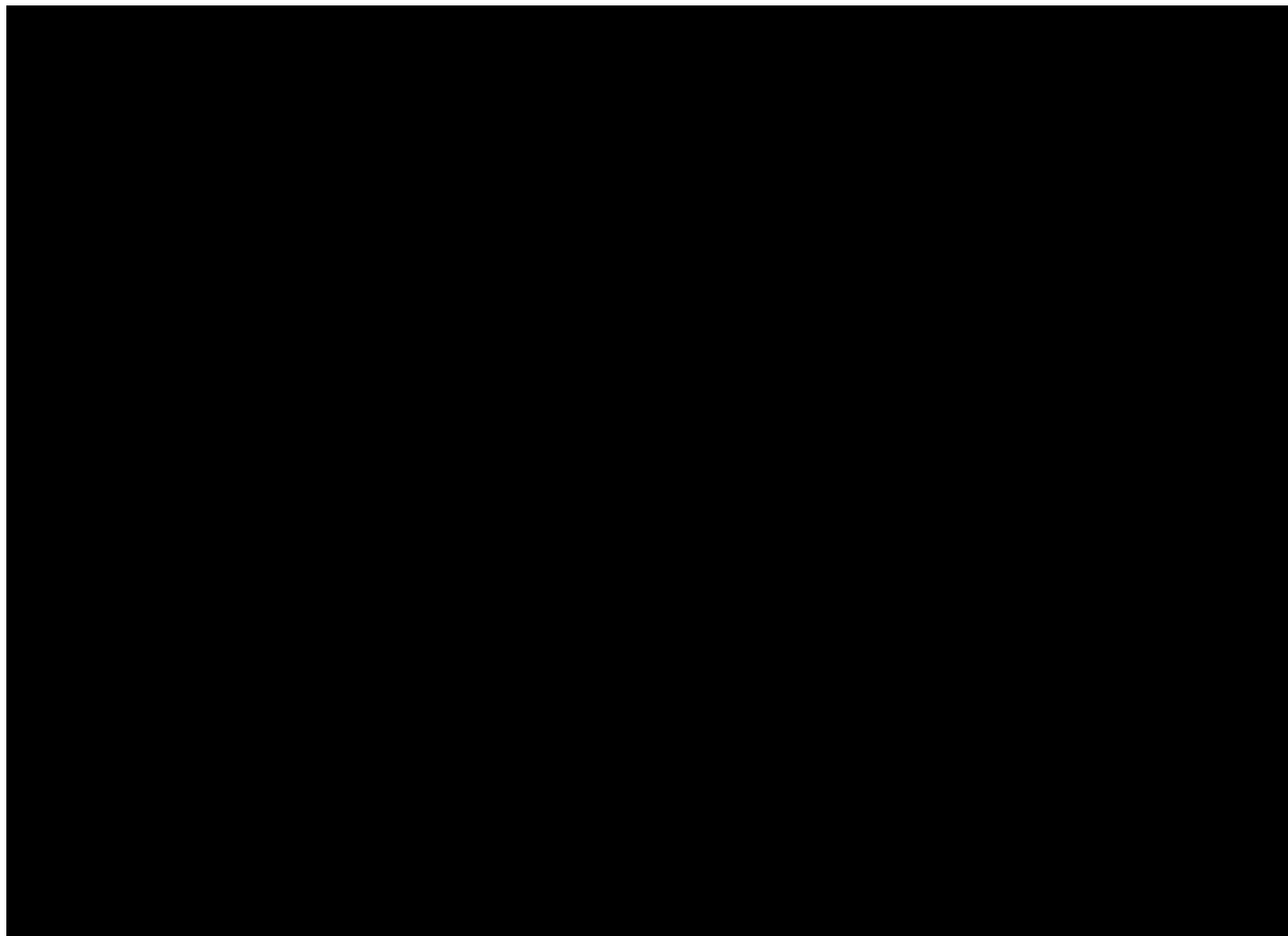
[REDACTED]

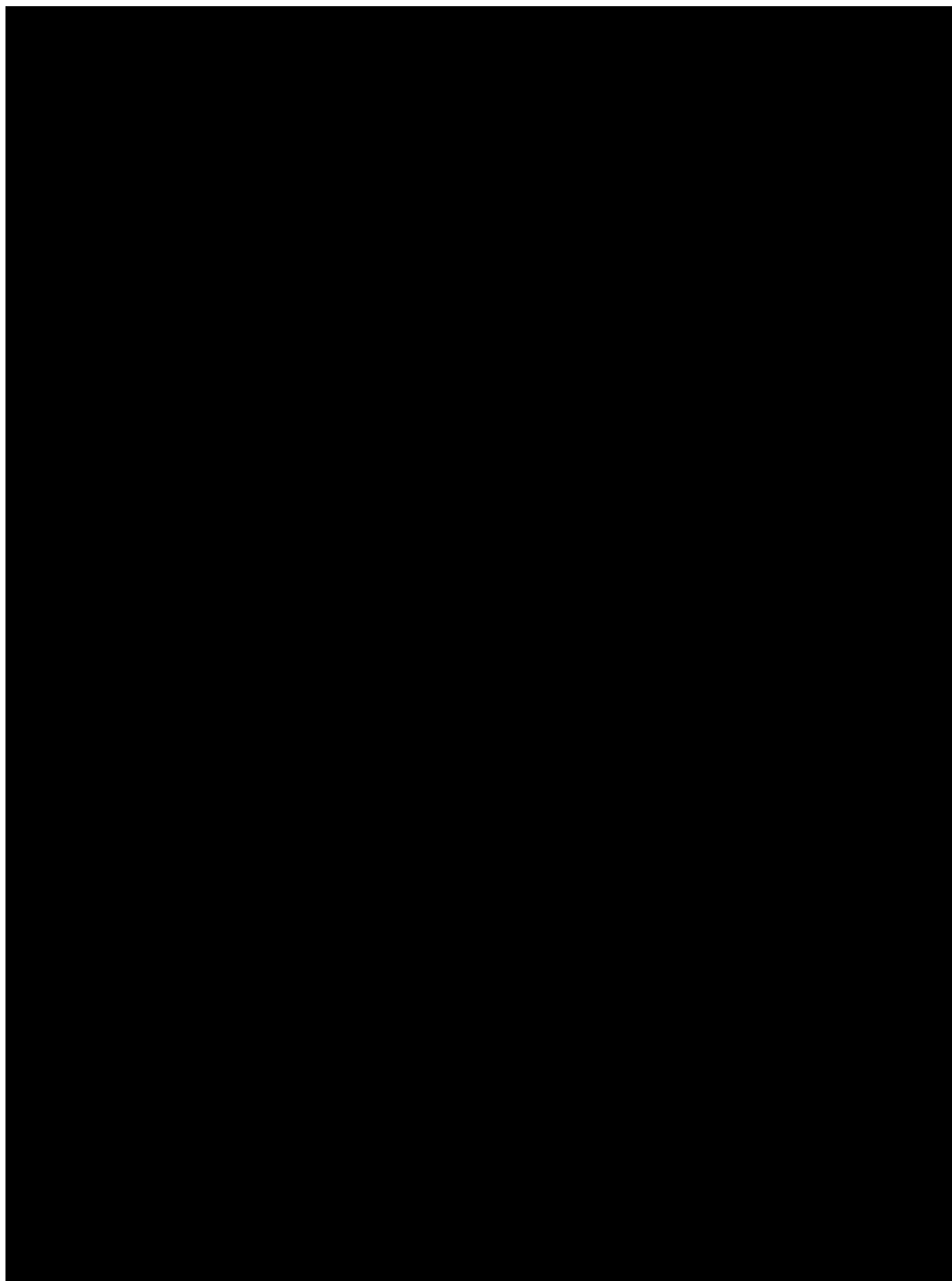
[REDACTED]

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the 1990s, the incidence of *S. flexneri* has increased in the United Kingdom [10]. In the United States, *S. flexneri* has been reported to be the most common serotype of *S. flexneri* isolated from children with acute colitis [11].

There is a paucity of data on the epidemiology of *S. flexneri* in the United Kingdom. In the 1970s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [12]. In the 1980s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [13].

In the 1990s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [14]. In the 2000s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [15].

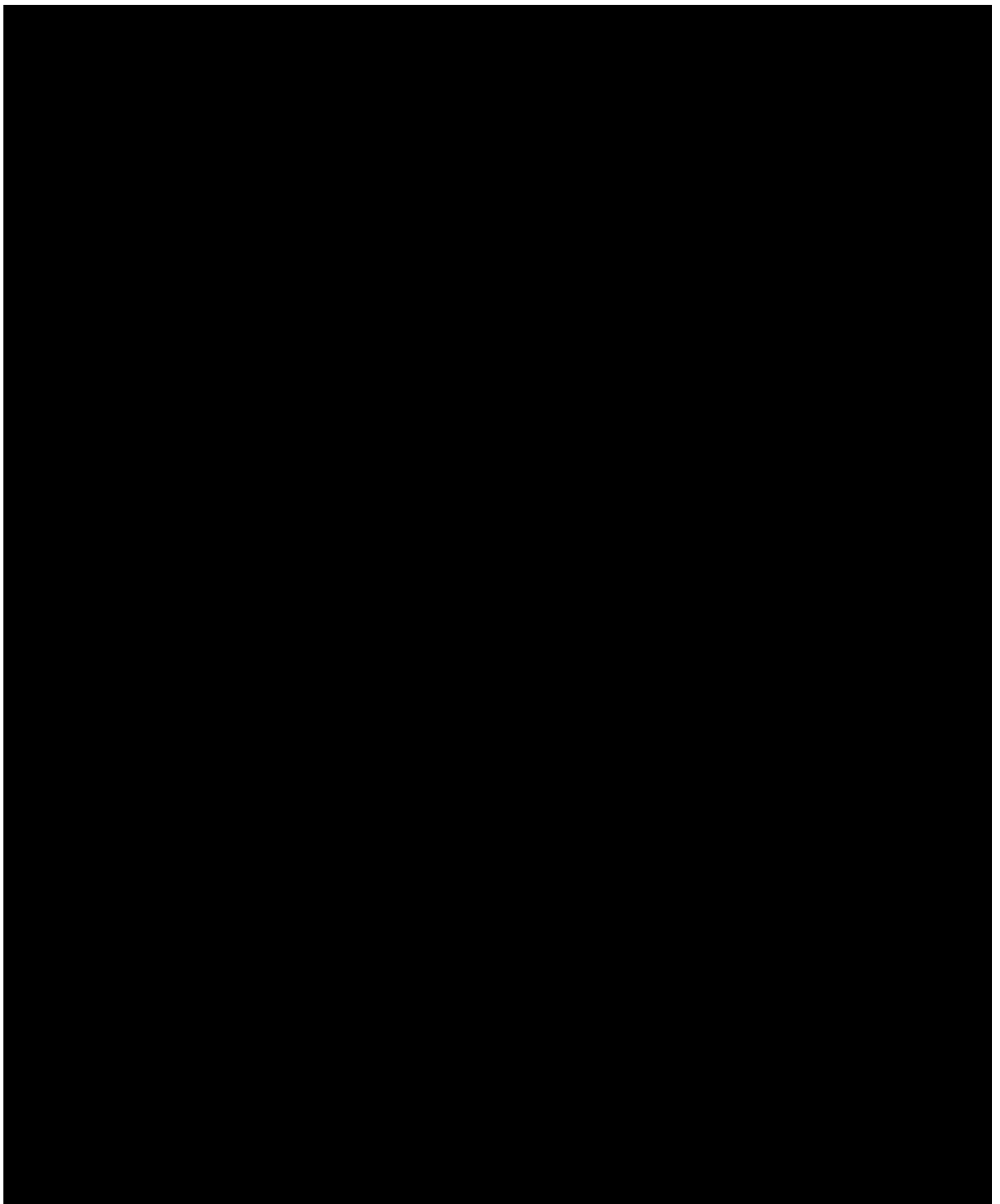
In the 2010s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [16]. In the 2020s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [17].

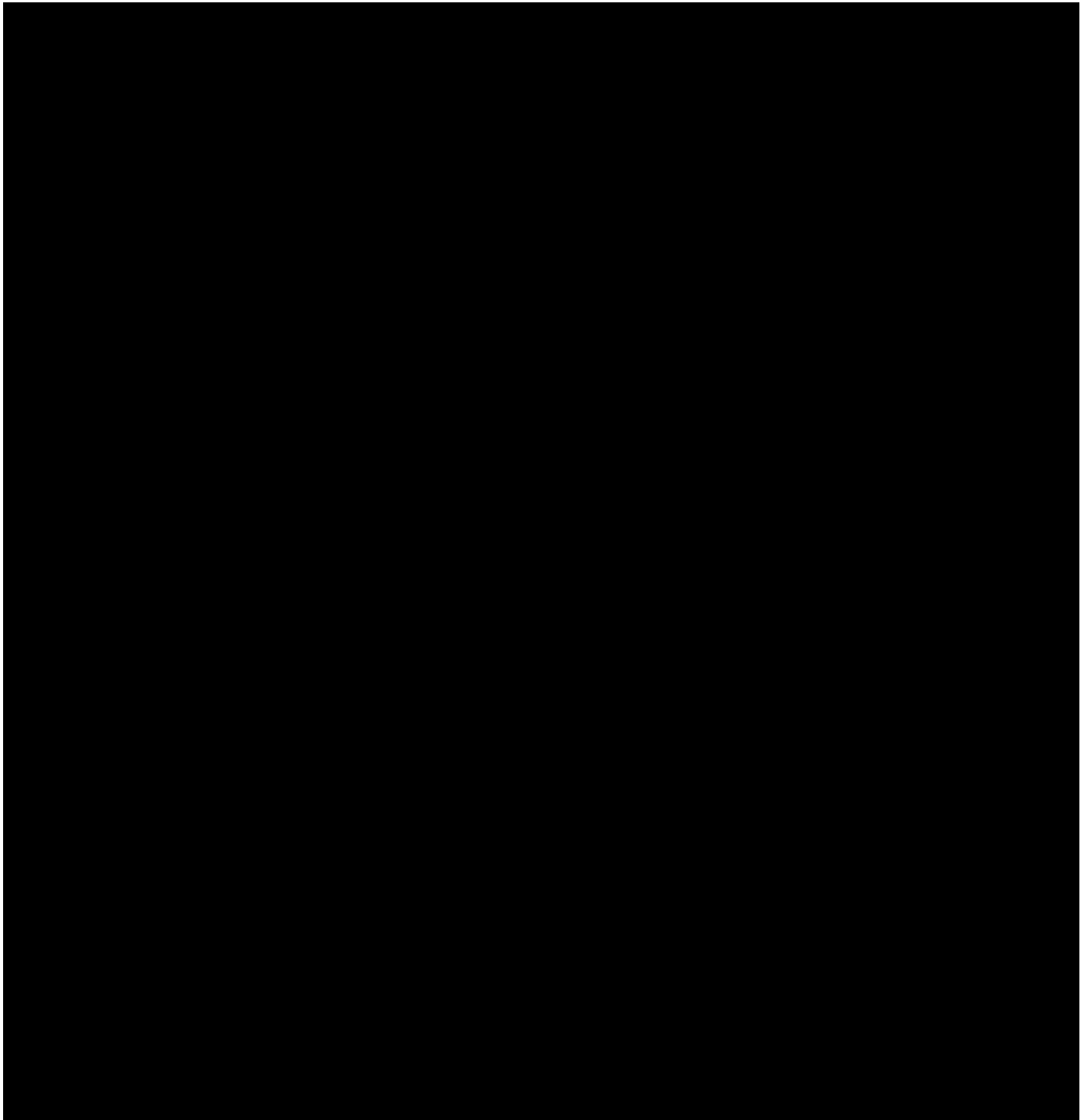
In the 2030s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [18]. In the 2040s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [19].

In the 2050s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [20]. In the 2060s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [21].

In the 2070s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [22]. In the 2080s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [23].

In the 2090s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [24]. In the 2100s, *S. flexneri* was the most commonly isolated serotype of *S. flexneri* from patients with acute colitis in the United Kingdom [25].





2. Buyer Statement of requirements



Business Services Authority

Statement of Requirements

Website Development

Procurement Ref: 21_02_06

Clarification Response Deadline: 9th March 4pm 2022

Contract Start Date: 14th March 2022

Page Break

1. NHSBSA

1. The Authority is an Arm's Length Body of the Department of Health. We provide business solutions to the wider NHS including: payments to pharmacists and dentists; administering the NHS pension scheme; operating various Help with Health Cost schemes; managing the NHS Student Bursaries and Social Work Bursaries Schemes; managing the prescription and dental exemption checking schemes, administering the European Health Insurance Card scheme and managing the delivery of the NHS Supply Chain contract.

The Authority is a multi-sited, geographically diverse organisation. We operate a broad range of national services to scale. Further information on our extensive service portfolio can be found at <http://www.nhsbsa.nhs.uk/>.

2. Background to the Requirements

1. The purpose of this document is to detail the Authority's requirement for a partner to develop the NHSBSA Website. Initially this will be for the provision of a Drupal based microsite for the purpose of talent acquisition.
2. The Authority would like to create a site that aims to sell the benefits of working for the Authority with the intention of attracting prospective employees. The site should allow the Authority to make good use of rich content such as imagery and videos and have a modern look and feel to it.
3. At the moment, the Authority's website has one page of text about working for the Authority (<https://www.nhsbsa.nhs.uk/what-we-do/work-us>), whereas many competing organisations have dedicated microsites.
4. As well as a team of professionals to develop the microsite we will also need the supplier to provide development and live environments to host the work in progress and the final solution. We will need access to these environments beyond the delivery of the solution.
5. It is anticipated that lessons learned from this microsite will inform the future direction of the existing corporate website, and therefore we expect the supplier to work closely with the Authority throughout.
6. The supplier should also have experience of migrating Drupal websites as it is possible the Authority might want to migrate content from supplier's environment to the Authority environment after completion.
7. Primarily the Authority wants to consolidate its numerous websites onto a single platform and has carried out significant discovery activities over the last 18 months to understand the needs of internal and external stakeholders. Some of this feedback is listed below:
 - The site is perceived as bland and not an exciting place to look at
 - A bit wordy - all words, no pictures
 - Website editors need to be able to publish content that enhances customer engagement so that the content contributes to driving business opportunities
 - Website editors want to be able to publish content on the website to help promote the organisation however they are often constrained by inflexible website templates
 - Website editors feel that lack of content flexibility may lead to loss of opportunities for business promotion and unrealised business value
 - Website editors have a lack of flexibility to create engaging content as the website design is limited to text rich content
8. Although a DXP has been considered as a potential option for the future, we feel we are not ready to take advantage of all the benefits just yet. However, as we are already using Drupal for our corporate website and we are aware that Drupal has DXP capabilities, we would like to explore how we can push the boundaries of Drupal to improve our websites, whilst staying within the realms of traditional CMS.
9. By developing this microsite, we can fulfil a business need of improved talent acquisition whilst testing the capabilities of Drupal for the purpose of strategic decision making.

3. Requirements

1. The requirements are as set out below:

Build of a Drupal Microsite for talent acquisition

Mandatory Requirements

- Hosting will be included for the duration of the work and extended for an additional 3 months for review activities by the Authority
- An option should be included for us to extend beyond 3 months if required
- Supplier should provide a cost for migrating the solution to an NHSBSA environment if required
- Supplier should propose the team of professionals to be assigned (e.g. Devs, UX, UR) and is responsible for providing that resource.
- Project management activities will be managed by supplier with appropriate governance applied
- Supplier will embed their team as much as possible with NHSBSA team so that knowledge transfer can take place
- Supplier will document the solution for handover to the Authority
- Solution should be compliant with WCAG 2.1 AA accessibility standards

Non Functional Requirements

The supplier will work with the Authority to understand functional requirements; however they are likely to include:

- Modern look and feel (similar to that in the design Mock-ups shared)
- Ability to play video clips on a loop
- Make use of rich/visual content
- Users should be able to sign up to job alerts
- Link to social feeds
- Intelligent search function
- Personalised content
- Chat bot
- Integrated online form that users can fill in (simple to maintain/accessible)
- CMS should be intuitive so that infrequent CMS users can make edits and create new pages without repeating training
- Workflow information should be captured in the CMS automatically
- Links to documents on web pages should be updated automatically if a document is replaced with a new version
- Navigation should be scalable

4. Scope

1. The scope of the contract is for the creation of a Drupal microsite
2. The work is expected to start 14th March and complete no later than 30th April 2022.
3. The scope of the contract will include:
 - working with NHSBSA to understand and document requirements
 - build of a microsite including iterations of build, UAT, and review
 - provision of hosted environments for development and live

4.4 Further work if required will be called off against agreed Statements of Work.

5. Contract Timescales

1. The term of the contract will be for 2 years from the award date with the option to extend by a further period of 2 x 12 months in line with terms of the Framework.
2. The Supplier is required to commence work in March 2022. The Authority expects the work to be completed by 30th April 2022.
3. Additional services will be called off during the term of the contract via SoWs. Key milestones and timescales will be agreed as part of each SoW.

6. Delivery Approach & Governance

1. The contract will be managed by the NHSBSA Contract Management Team.
2. Projects will call off further services and the Authority's project lead will agree the SoW with the Supplier for each call off phase of work.
3. It is anticipated that services will be delivered remotely and there will be no requirement to be on site.

7. Procurement Timetable

Timetable	
Supplier shortlist created from framework	15/02/2022
Shortlist review and consensus	18/02/2022
NHSBSA issues clarifications to shortlisted suppliers	07/03/2022
Deadline for submission of clarification responses.	09/02/2022 (04:00 pm)
Review of clarifications and secondary consensus	10/03/2022
NHSBSA issues notice of decision to award contract	10/03/2022
Target Contract signature	11/03/2022
Commencement of delivery	14/04/2022

8. Payment Approach

1. The contract will either be on a capped Time and Materials or Fixed Price Basis. Suppliers are required to provide a Price for undertaking the work in accordance with the requirements as set out in sections 2 and 3 and producing the Deliverables in Table 1.
2. Subsequent SoWs for work will be agreed on a Capped Time and Materials or Time and material basis in accordance with Suppliers' published G-Cloud SFI rate card.
3. Travel and subsistence will be paid in accordance with the NHSBSA's Travel and Subsistence Policy.

9. Evaluation Criteria and Methodology

1. Failure to pass all mandatory requirements as per Table 1 will result in disqualification at that point and no further assessment will be made (at the Authority's discretion).
2. Supplier's G Cloud Service Definitions together with any additional written clarification responses and pricing clarification will be evaluated on a Most Economically Advantageous Tender (MEAT) basis using the scoring key in Table 6 with the following criteria to be applied.
3. The contract will be awarded to the Supplier that meets the mandatory criteria and achieves the highest overall weighted score (Quality + Price).

Table 1 Mandatory Requirements

Quality Mandatory Requirements:	Score: Pass/Fail
Mandatory 'Must Have' Functional, Non-Functional Requirements as set out in Appendix 1.	Pass/Fail: A Pass is achieved by confirming the solution meets ALL the 'mandatory criteria and there is a clear explanation provided of how the requirement is met.
Timescales	Pass/Fail: A Pass is achieved by confirming the timescales can be met.

GCloud Contract	Pass/Fail: A Pass is achieved by confirming acceptance of the contract terms.
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Table 2 Level 1 MEAT Criteria

MEAT Evaluation Criteria:	Overall Weighting (100%)
Quality	60%
Price	40%

Table 3 Level 2 Quality Criteria

Gcloud Criteria Headings	BSA Requirement	Weighting (40%)
Technical merit & functional fit	Best Fit to Functional (Should Have) Requirements	10
After sales service management	Social Value (10%)	10
After sales service management - help desk, account management function and assurance of supply of a range of services	Set Up/Implementation Services	20
Non-functional characteristics	Best Fit of Should Have NFRs as set out in Requirements Document (Appendix 1)	20

Table 4 Level 2 Price Criteria

Price Criteria broken down	Overall Weighting (40%)
Cost for initial build of Drupa Micro site	30%
Average Day rate	10%

Quality Evaluation

Table 5

Quality Criteria	Evaluation Criteria	Evaluation Method	Weighting out of 60%
CR.1 Technical merit & functional fit	Supplier has demonstrated an effective approach to meeting the Functional requirements.	Supplier's published GCloud Service Definition documents and any written responses to the NHSBSA's clarification questions to Appendix 1.	10%
CR 2. After sales service management - help desk, account management function and assurance of supply of a range of services	Supplier has demonstrated how the product meets the requirements and provides effective approach to meeting the requirements. The Supplier has set out what is required to deliver the requirements through implementation to live with	Supplier's published GCloud Service Definition documents and clarification response.	20%

	key milestones called out.		
CR3. After sales service management: Suppliers approach to meeting Social Value	Supplier has demonstrated an effective approach to meeting the requirement in relation to Social Value	Supplier's published GCloud Service Definition documents and clarification response.	10%
CR4 Non-functional Should Have characteristics	Supplier has demonstrated an effective approach to meeting the requirement	Supplier's published GCloud Service Definition documents and clarification response.	20%

Evaluation Scoring Key

Each of the quality criteria will be assessed through the application or the scoring system set out below:-

Table 6: Scoring Key

Score	Classification	Criteria for awarding score
4	Met	Meets the required standard in all respects and demonstrates a thorough understanding of the requirement.
3	Mostly Met	Meets the required standard in most (but not all) material respects
2	Partially Met	Meets a number of required standards but falls short of achieving required standard in a number of identifiable areas
1	Not Met	Significantly fails to meet the required standard, contains significant shortcomings in many areas
0	Unacceptable	Completely fails to meet required standard or does not provide a proposal at all

4. Method for Calculating Scores

1. Quality Score

Quality Score will be calculated as follows:

Supplier Quality score for each criterion (C1-4 Table 5) (out of a maximum of 4)/4 x weighting = Quality Weighted Score.

The Quality Weighted scores for each criterion will be added together to determine a Total Quality Evaluation Score out of 60%.

Total Quality Weighted Score will be calculated to 2 decimal places. For the avoidance of doubt, the third decimal place will be rounded to the nearest second decimal. Where the third decimal place is a five or more then it will be rounded up.

Worked example: CR1

Supplier X scores 3 out of 4 for CR1 weighted at 10%.

Step 1: $3 / 4 = 0.75$

Step 2: $0.75 \times 10\%$ (weighting for CR1) = 7.5

Supplier Score for CR1 = 7.5%

2. Price Score

1. **Total Cost for build of Drupal Microsite**

The Supplier with the lowest price for the Total Cost will be awarded the maximum possible score, which is 30%. The Supplier scores for overall price will then be calculated using the following equation:

Price weighted score = (Lowest Supplier's price submitted / Supplier price submitted) x 30%.

2. Average Day rate costs

The Supplier with the lowest Average Day Rate Cost will be awarded the maximum possible score, which is 10%. The Supplier score will then be calculated using the following equation:

Price weighted score = (Lowest Average day rate / Supplier Average day rate) x 10%.

The Average Day rate will be the average of the days rates detailed in the pricing response template.

Price weighted score will be calculated to 2 decimal places. For the avoidance of doubt the third decimal place will be rounded to the nearest second decimal. Where the third decimal place is a five or more then it will be rounded up.

3. Total Weighted Score

The Total Weighted Score = Total Quality weighted score + Price weighted score.

The maximum score available is 100%.

The Total Weighted Score will be calculated to 2 decimal places. For the avoidance of doubt the third decimal place will be rounded to the nearest second decimal. Where the third decimal place is a five or more then it will be rounded up.

10. Responses

Please submit your clarification responses by 9th March 4pm

11. Important Notice

The NHSBSA reserves the right to cancel and/or vary the tendering process at any point. The NHSBSA is not liable for any costs resulting from any cancellation of this procurement process nor for any other costs incurred by those expressing interest in or participating in this contract opportunity.

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APPENDIX 1 -

Ref	Non Functional Requirements	Priority
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NF1	<u>Website requirements</u>	
NF1.1	Modern look and feel (similar to that in the design Mock-ups shared)	Must
NF1.2	Ability to play video clips on a loop	Must
NF1.3	Make use of rich/visual content	Must
NF1.4	Users should be able to sign up to job alerts	Must

NF1.5	Link to social feeds	Must
NF1.6	Intelligent search function	Must
NF1.7	Personalised content	Must
NF1.8	Chat bot	Must
NF1.9	Integrated online form that users can fill in (simple to maintain/accessible)	Should
NF1.10	CMS should be intuitive so that infrequent CMS users can make edits and create new pages without repeating training	Should
NF1.11	Workflow information should be captured in the CMS automatically	Should
NF1.13	Links to documents on web pages should be updated automatically if a document is replaced with a new version	Should
NF1.14	Navigation should be scalable	Should
NF2	<u>Cyber Security</u>	
NF2.1	The solution must be hosted in a UK based data centre	Must
NF2.2	The supplier has ISO27001 or Cyber Essentials or equivalent certification.	Must
NF2.3	The solution must adhere to the NCSC Cloud Security Principles guidance: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles	Must
NF2.5	The solution must have a design capable of supporting future changes.	Must

Ref	Functional Requirements	Priority
F1	Experience of hosting CMS driven websites:	Must
F2	Hosting to be included for the duration of the work	Must
F3	Hosting to be extended for an additional 3 months for review activities by NHSBSA	Must
F4	Experience of migrating websites from one environment to another	Must
F5	Experience of building Drupal website	Must
F6	Experience of building Drupal website in the last two years	Must
F7	Experience of Drupal functionality and modular plug ins	Must
F8	Supplier to demonstrate how the NHSBSA meet the requirements of the business using Drupal:-	Must

F9	Experience of providing a multidisciplinary team (e.g. Devs/UX/UR)	Must
F10	Supplier to include NHSBSA in decision making and share knowledge during the development of the solution. - Experience of working in an agile way	Must
F11	Supplier to arrange agile ceremonies such as regular stands, retros etc	Must
F12	Experience of managing a project and applying the appropriate governance:-	Must
F13	Experience of documenting solutions - process of document build and deployment activities for handover to NHSBSA	Must
F14	Experience of building accessible websites	Must
F15	The solution should be compliant with WCAG 2.1 AA accessibility standards	Must
F16	Supplier should demonstrate enough knowledge about accessibility to add value	Must
F17	The CMS should build accessibility into the webpages	Must

Page Break

Document ends

3 Supplier Tender Response Documents

Ref	Non-functional requirements	Requirements within Scope of Agilisys Proposal	Supplier Supporting High Level Narrative (c50 Words)
NF1.1	Modern look and feel (similar to that in the design Mock-ups shared)	Yes	

NF1.3	Make use of rich/visual content	Yes
NF1.5	Link to social feeds	No
NF1.6	Intelligent search function	No
NF1.10	CMS should be intuitive so that infrequent CMS users can make edits and create new pages without repeating training	Yes
NF1.11	Workflow information should be captured in the CMS automatically	Yes
NF1.14	Navigation should be scalable	Yes
NF2	Cyber Security	

NF2.1	The solution must be hosted in a UK based data centre	Yes
NF2.2	The supplier has ISO27001 or Cyber Essentials or equivalent certification.	Yes
NF2.3	The solution must adhere to the NCSC Cloud Security Principles guidance: https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles	Yes
NF2.5	The solution must have a design capable of supporting future changes.	Yes
Ref	Functional requirements	
F2	Hosting to be included for the duration of the work	Yes
F3	Hosting to be extended for an additional 3 months for review activities by NHSBSA	Yes

F8	Supplier to demonstrate how the NHSBSA meet the requirements of the business using Drupal:-	Yes
F10	Supplier to include NHSBSA in decision making and share knowledge during the development of the solution. - Experience of working in an agile way	Yes
F12	Experience of managing a project and applying the appropriate governance:-	Yes
F13	Experience of documenting solutions - process of document build and deployment activities for handover to NHSBSA	Yes
F15	The solution should be compliant with WCAG 2.1 AA accessibility standards	Yes

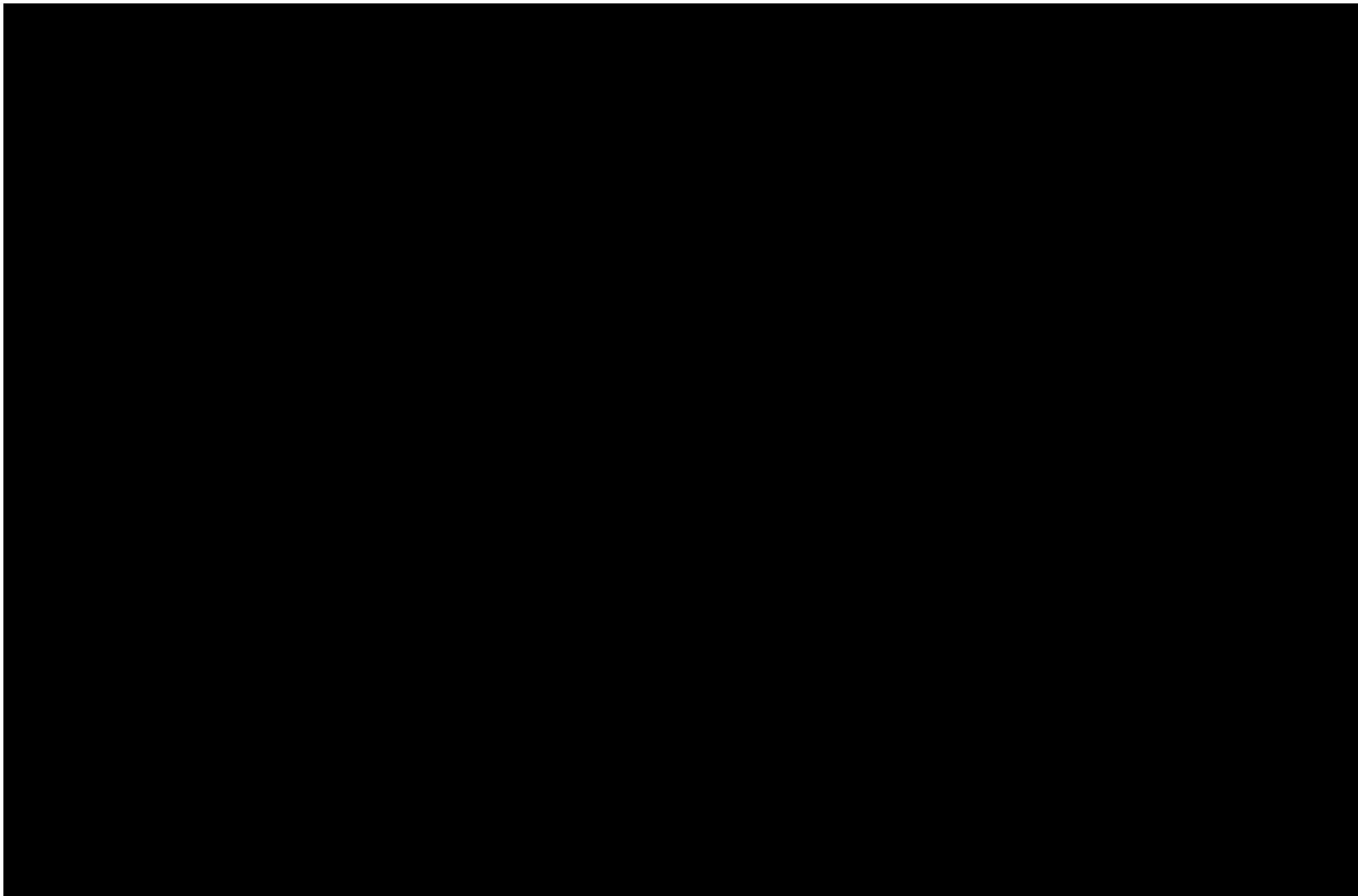
F17	The CMS should build accessibility into the webpages	Yes
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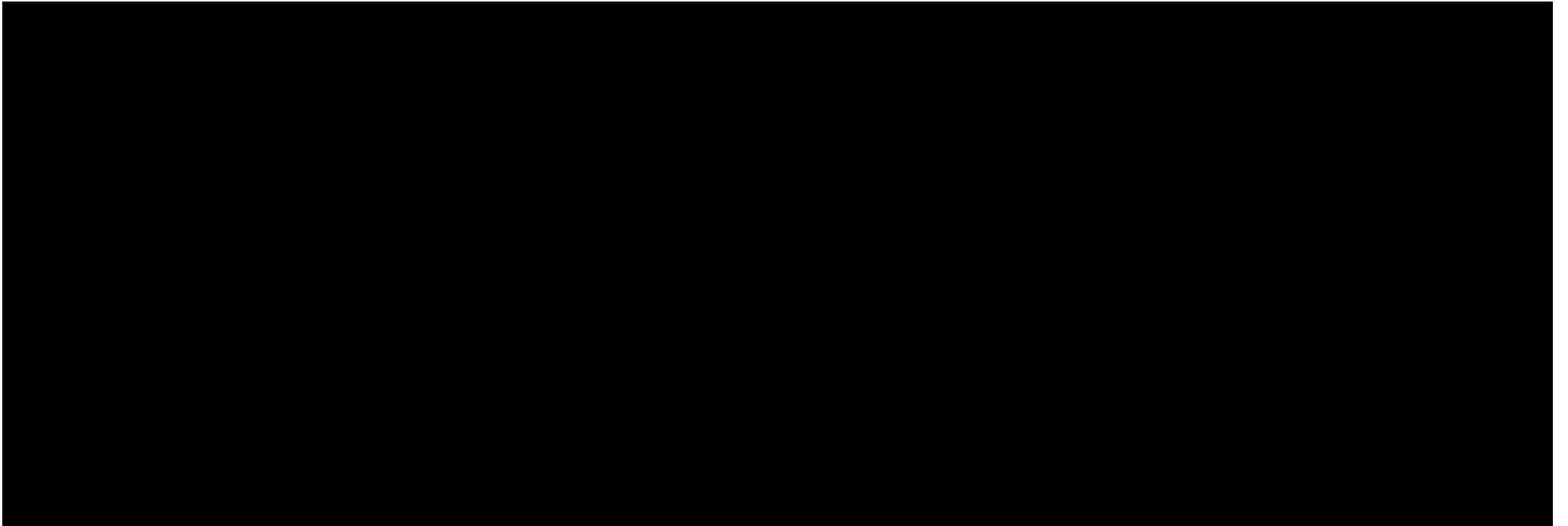


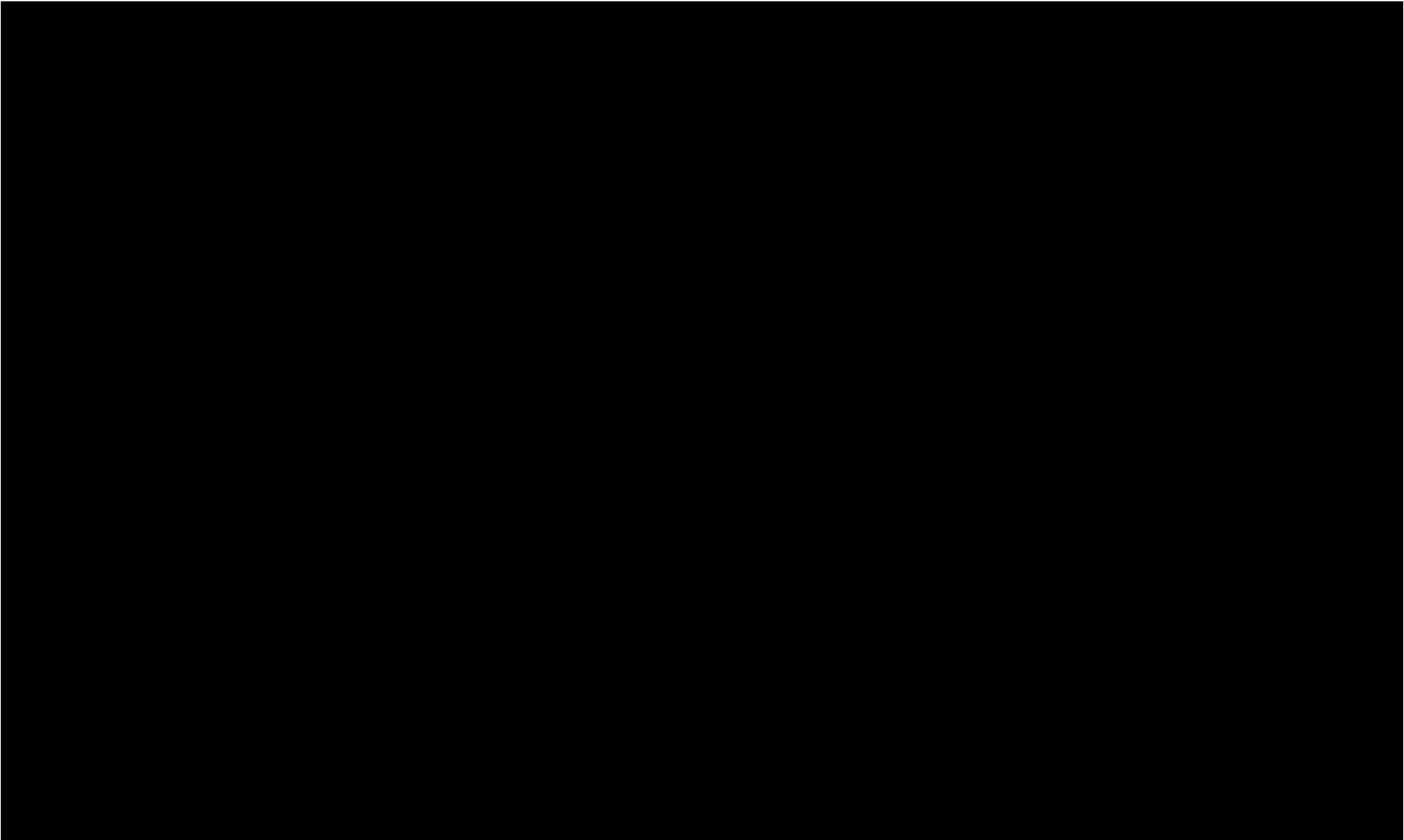
CR2 - Question	Criteria
Please provide details on how you will meet the requirements and provide your approach to delivering the required services as set out in the Statement of Requirements within the project timescales. Include a delivery plan/key milestones for delivering the requirement by the requested date.	The supplier has demonstrated how the product meets the requirements and provides an effective approach to meeting the requirements. The Supplier has set out what is required to deliver the requirements through implementation with key milestones called out. The proposed team to deliver the requirement is detailed The supplier has detailed use of applicable governance including risks and issues

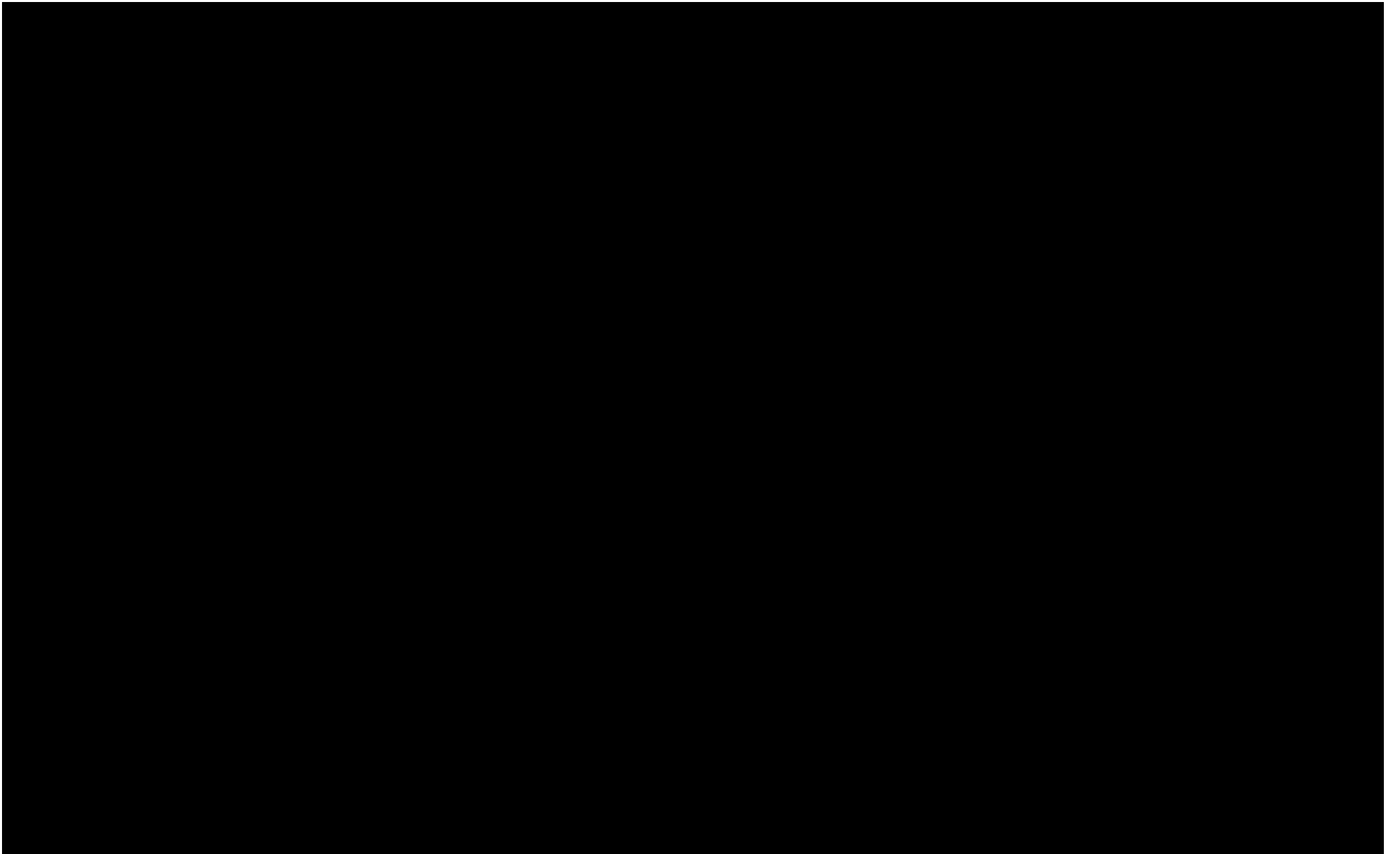
Supplier Response to CR2	Word Count 996 out of 1000

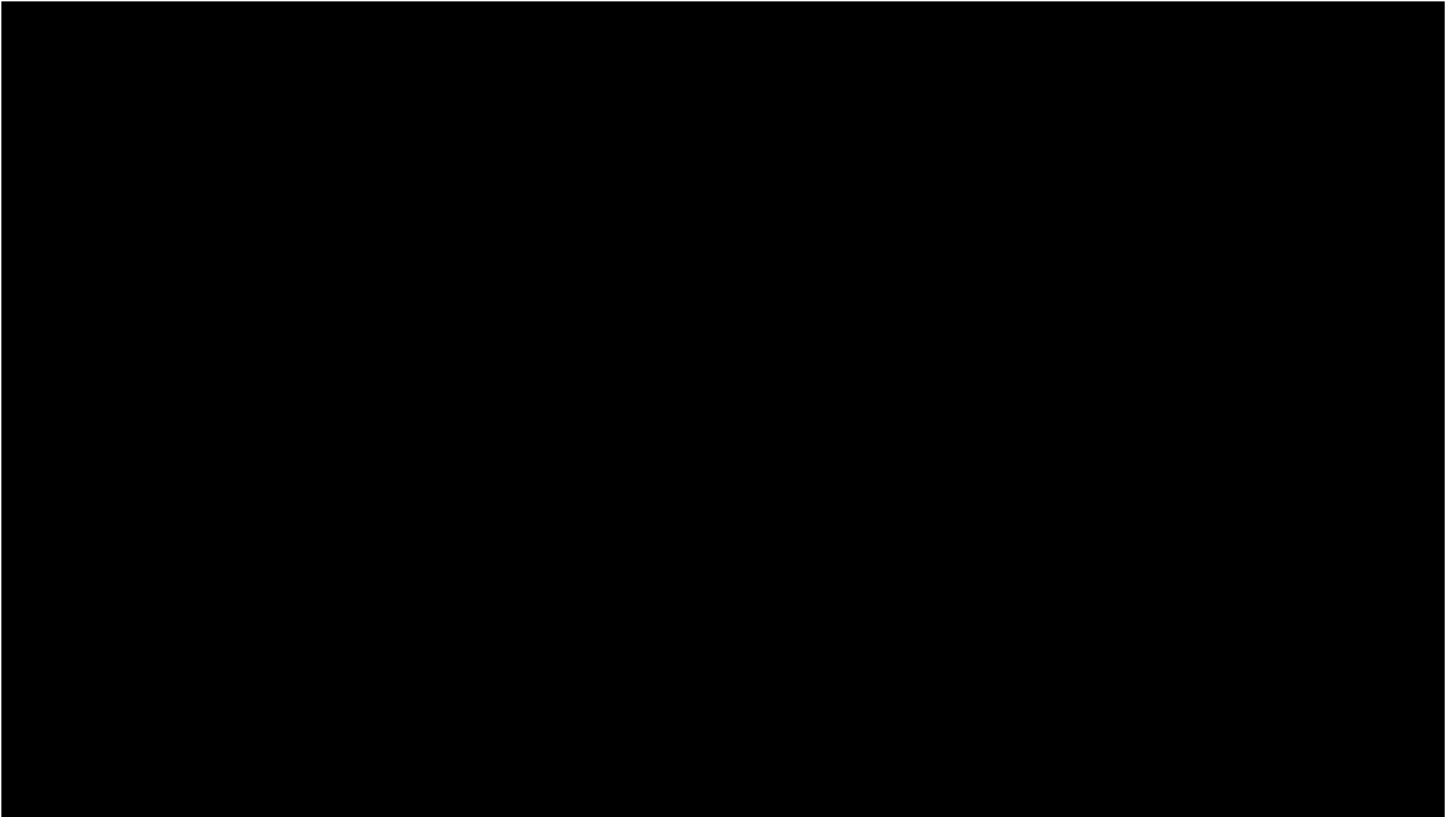












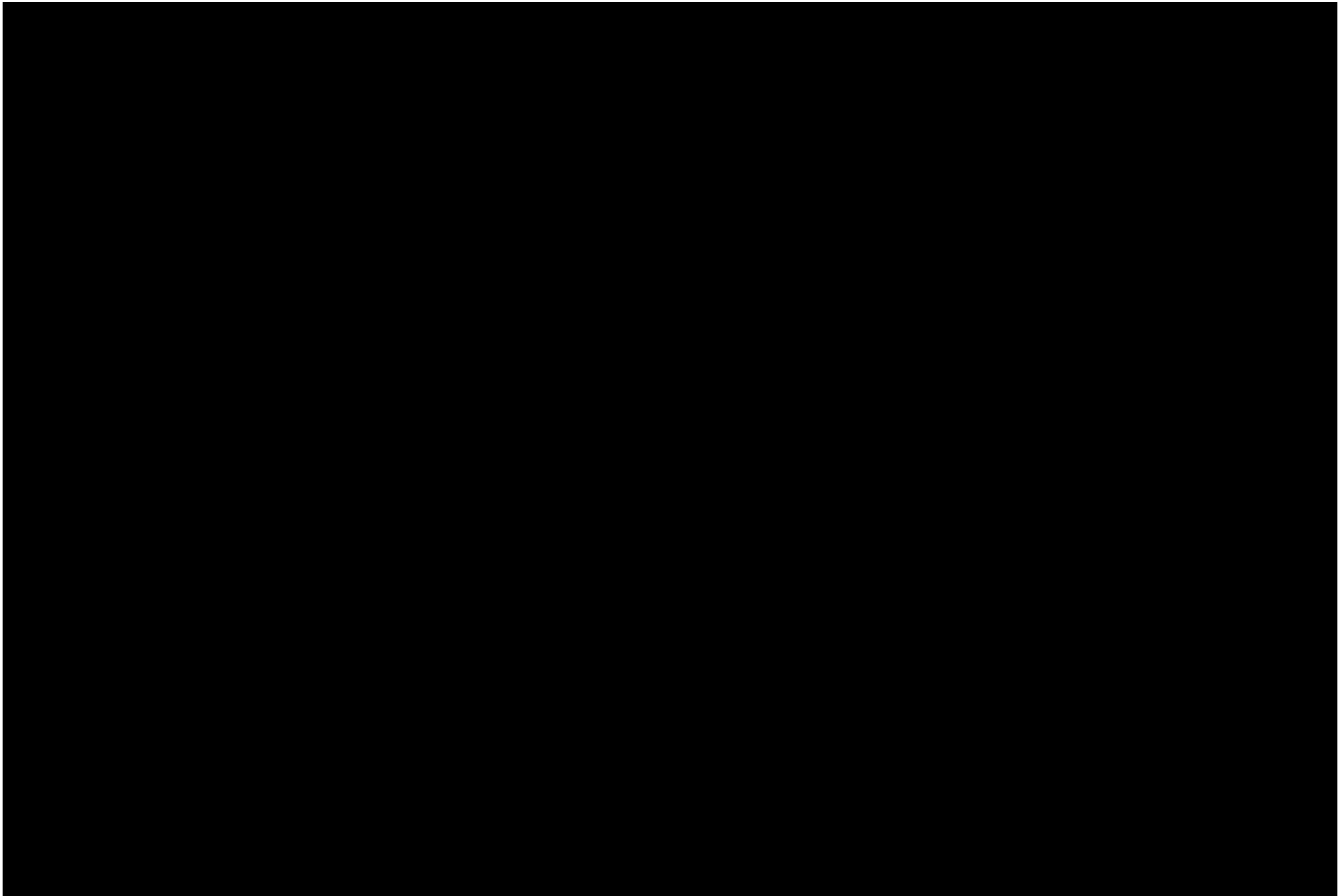
Page Break

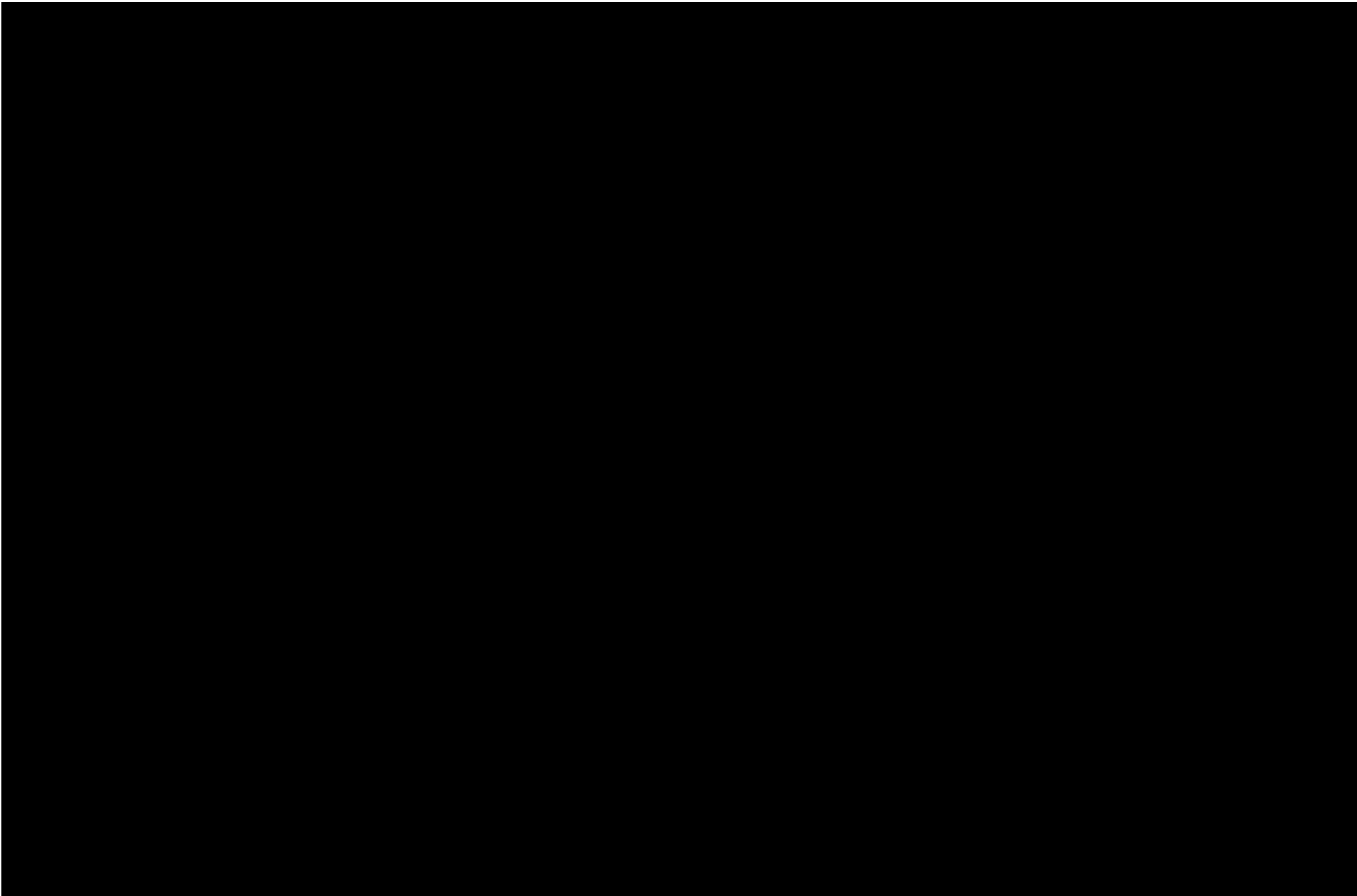
Theme 3: Fighting Climate Change		Policy Outcome: Effective stewardship of the environment	
Model Evaluation Question	Model Award Criteria (MAC)	Model Response Guidance for tenderers and evaluators The award criteria (left) and sub-criteria (below) will be used to evaluate the response	Reporting Metrics
Using a maximum of 1000 words describe the commitment your organisation will make to ensure that opportunities under the contract deliver the Policy Outcome and Model Award Criteria. Please include: a) your 'Method Statement', stating how you will achieve this and how your commitment meets the Award Criteria, and b) a timed project plan and process, including how you will implement your commitment and by when. Also, how you will monitor, measure and report on your commitments/the impact of your proposals. You should include but not be	Effective measures to deliver any/all of the following benefits through the contract: MAC 4.1 Deliver additional environmental benefits in the performance of the contract including working towards net-zero greenhouse gas emissions and having developed carbon mitigation and adaptation strategies.	Sub-Criteria for MAC 4.1: Additional environmental benefits Activities that demonstrate and describe the tenderer's existing or planned: ● Understanding of additional environmental benefits in the performance of the contract, including working towards net-zero greenhouse gas emissions. Illustrative example: conducting pre-contract engagement activities with a diverse range of organisations in the market to support the delivery of additional environmental benefits in the performance of the contract. ● Collaborative way of working with the supply chain to deliver additional environmental benefits in the performance of the contract, including working towards net-zero greenhouse gas emissions.	● Annual: -Reduction in emissions of greenhouse gases arising from the performance of the contract, measured in metric tonnes of carbon dioxide equivalents (MTCDE). -Reduction in water use arising from the performance of the contract, measured in litres.

limited to: ○ timed action plan ○ use of metrics ○ tools/processes used to gather data ○ reporting ○ feedback and improvement ○ transparency	MAC 4.2 Influence staff, suppliers, customers, and communities through the delivery of the contract to support environmental protection and improvement which may also include circular economy - resources and waste strategy.	Sub-Criteria for MAC 4.2: Influence environmental protection and improvement Activities that demonstrate and describe the tenderer's existing or planned: ● Understanding of how to influence staff, suppliers, customers, communities and/or any other appropriate stakeholders through the delivery of the contract to support environmental protection and improvement. ● Activities to reconnect people with the environment and increase awareness of ways to protect and enhance it. Illustrative examples: ○ Engagement to raise awareness of the benefits of the environmental opportunities identified. ○ Co-design/creation. Working collaboratively to devise and deliver solutions to support environmental objectives. ○ Training and education. Influencing behaviour to reduce waste and use resources more efficiently in the performance of the contract. ○ Partnering/collaborating in engaging with the community in relation to the performance of the contract, to support environmental objectives. ○ Volunteering opportunities for the contract workforce, e.g., undertaking activities that encourage direct positive impact.	
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Page Break

Supplier Response to CR3	Word Count (max 1000 words) 850 words excluding image
Introduction	







First SoW - Build and hosting of the Drupal Mini Site with revised requirements

Requirements of the SoW	Agreed Date for Delivery
Drupal-based brochure microsite for the purpose of talent acquisition as detailed in Agilisys revised requirement for initial SOW	d1. Maximum 6.5 weeks from date of commencement
• working with NHSBSA to understand and document requirements • build of a microsite including iterations of build, UAT, and review • provision of hosted environments for development and live	

time and materials for initial Statement of Work

Item	Staff or other resource items (Including Job Title, SFIA Level) - Add rows as required	Number of Days per role	Day Rate Cost (unit resource per day £ based on Day Rate Card) ex VAT	Total Cost ex VAT
1	Delivery Manager			
2	Snr User Interface Developer			
3	User Interface Developer			
4	Hybrid User Experience and User Researcher			
5	Partner of Customer Experience Management			
	Sub Total			
	Please indicate if your quoted price includes any discounts in the form of free days of resources and deduct this cost, confirming the final Total Capped Price below	Number of days by the Partner of Customer Experience Management		
	Total Capped T&M Cost (after discount)			
9	Hosting cost during development			
10	Further 3 month hosting cost			
11	Cost for migrating the solution to an NHSBSA environment if required			
	Hosting Total			
	Total Cost (Hosting Sub-Total+Total Capped T&M Cost)			

On your request, we will extend this team by the following changes for an additional £16,150 to support you with the resource challenges that you are facing

Role	Days	
Delivery & Programme Manager (additional 7 days that increases the total days to 10 from 3)	7	
User Research Consultant (incorporate and conduct initial research)	10	

4. SLAs

Service Level Performance Criterion	Key Indicator	Service Level Performance Measure	Service Level Threshold	Buyer redress for Failure to provide Services at or above Service Levels
Achievement of Fixed Price SOW or CCN within agreed time/cost. Service Level applies to all SOWs	Accuracy / Performance / Timelines	At least 90% at all times. This will account for all SOWs within full period of contract. Good Target – 90% Approaching Target Threshold – 85% Inadequate Threshold – 75%	Achieving less than 75% of SOWs within agreed time/cost	Once below the Service Level Threshold – the Supplier will engage with the Buyer to provide a plan to remedy.
When a Time and Materials delivery the quality and delivery of the individual/team is to be reviewed each month by the NHSBSA Manager	All roles are to achieve the required NHSBSA standard for the respective role each month	Roles as specified in the NHSBSA Digital Playbook	All roles are to achieve the required NHSBSA standard for the respective role each month Good Target – 95% Approaching target threshold – 90% Requires Improvement – 85% Inadequate threshold – 80%	Once below the Service Level Threshold – the Supplier will engage with the Buyer to provide a plan to remedy
For Social Value KPI Energy Consumption	Agilisys total outbound email volume	Reduction of Agilisys outbound email volumes year on year	Reduction of 5%	Once below the Service Level Threshold – the Supplier will engage with the Buyer to review plans to remedy

Schedule 2: Call-Off Contract charges

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

Charges will be detailed in each statement of Work and will be based on Day Rates as published on G Cloud 12, see below.

Role	
Web Architect	
Programme Manager	
Senior Drupal Developer	
Drupal Developer	
UX Designer	
User Research Consultant	

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)

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

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, 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 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

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

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 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:

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

- 11.6.2 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
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

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

13. Buyer data

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

immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

14. Standards and quality

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

15. Open source

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

16. Security

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

plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

17. Guarantee

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls

process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This

will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

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

23. Force majeure

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

24. Liability

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

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

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

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

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 3: Collaboration agreement – Not Used

Collaboration Agreement Schedule 2 – Not Used

Schedule 4: Alternative clauses – Not Used

Schedule 5: Guarantee – Not Used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: - owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes - created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).

Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical

	documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

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

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: • No personal data at the start of the contract • When a service is on boarded revisit this schedule.
Duration of the Processing	The duration of this call off contract including and extensions period executed.
Nature and purposes of the Processing	N/A
Type of Personal Data	N/A
Categories of Data Subject	N/A
Plan for return and destruction of the data once the Processing is complete	The duration of each SoW or no longer than necessary.

UNLESS requirement under Union or Member State law to preserve that type of data	
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Annex 2: Joint Controller Agreement – Not Used

