



## G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

### G-Cloud 14 Call-Off Contract

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## Part A: Order Form

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

<b>Platform service ID number</b>	Lot 2: 964748450736403  Lot3: 397246452754397
<b>Call-Off Contract reference</b>	C328129
<b>Call-Off Contract title</b>	Provision of Knowledge & Construction Information System for Crown Commercial Service
<b>Call-Off Contract description</b>	Platform design, enhancement and hosting provision
<b>Start date</b>	01/04/2025
<b>Expiry date</b>	30/06/2027
<b>Call-Off Contract value</b>	The initial contract term value is £379,502  The total value of the contract is £379,502 exclusive of VAT.
<b>Charging method</b>	BACS
<b>Purchase order number</b>	TBC

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

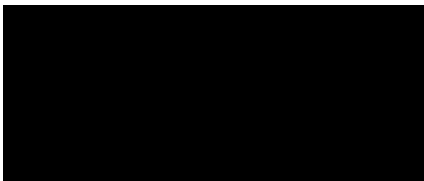
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Services offered by the Supplier and defined in the Application.

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

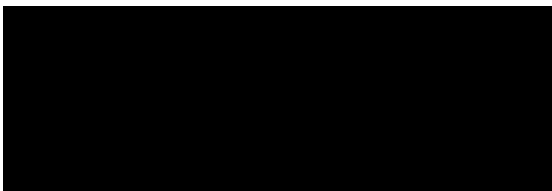
<b>From the Buyer</b>	NHS England  7 - 8 Wellington Place  Leeds  West Yorkshire  LS1 4AP
<b>To the Supplier</b>	Parallel Data Intelligence Limited  <b>Geneva Court Geneva Way, Leads Road, Hull, United Kingdom</b>  <b>HU7 0DG</b>  United Kingdom  Company number: <b>12845593</b>
<b>Together the ‘Parties’</b>	

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>01/04/2025</b> and is valid for <b>27 months</b> .
<b>Ending (termination)</b>	<p>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).</p> <p>The notice period for the Buyer is a maximum of <b>90</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>

<b>Extension period</b>	The Parties acknowledge and agree that the Call-Off Contract shall not automatically renew.
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### Buyer contractual details

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

<b>G-Cloud Lot</b>	This Call-Off Contract is for the provision of Services Under: Lot 2: Cloud software Lot 3: Cloud support
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined within the <a href="#">RM1557.14 Service Definition document</a> and below:</p> <ul style="list-style-type: none"><li>● <b>Cloud Software Lot 2 – Hosting</b><ul style="list-style-type: none"><li>○ Hosting of ProCure Platform as per Schedule 1 Services Section 2.1</li></ul></li><li>● <b>Cloud Support Lot 3 – Platform Development and enhancement</b><ul style="list-style-type: none"><li>○ Contract Milestones as per Schedule 1: Services Section 2.2.</li></ul></li></ul>
<b>Additional Services</b>	N/A

<b>Location</b>	<p>The Services will be delivered virtually to NHS England within cloud based infrastructure. The Supplier shall store and access any Buyer Data either in the United Kingdom only or in any territory as permitted in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State). The Buyer and the Framework Stakeholders can access the Services within their offices or remote computer devices.</p>
<b>Quality Standards</b>	<p>The quality standards required for this Call-Off Contract are listed in the service description within the G-Cloud offering.</p>
<b>Technical Standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are listed in the service description within the G-Cloud offering. The supplier must also provide the Buyer with evidence of an active Cyber Essentials Plus Certification throughout the duration of this Call-Off Contract.</p>
<b>Service level agreement:</b>	<p><b>Provision of Staff</b></p> <p>The Supplier will provide a team of staff to deliver to the Buyer the days required per month as described in the document embedded in Annex A of Schedule 2: Contract Milestones. The levels of skill and experience of the Supplier's team provided to the Buyer will align with those tasks named in the Supplier's proposal to the Buyer. In the event that the Supplier needs to amend the composition of their team during the course of delivering this Call-Off Contract, the Supplier will agree in advance with the Buyer the acceptability of the additional or replacement individuals in respect of their skills and experience.</p> <p><b>Supplier's system support</b></p> <p>The Supplier will ensure that any of their own systems required by their team members to deliver the workplan described in the document embedded in "G-Cloud Services Required" are made available to their Team during the hours required by them to discharge this Agreement.</p> <p>The Buyer Team will require access to Supplier's systems for testing purposes, as detailed in the Milestones as per Schedule 1: Services.</p>

<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract will be agreed by both parties upon contract signature.</p> <p>The phased development will allow for further refinement of the system design and scope. An agile development approach means that feedback will constantly be sought from the Buyer to prioritise and guide development within the agreed resource days as set out in Annex A: Contract Milestones and Resource Profile Breakdown.</p>
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<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is as detailed in the Milestones as per Schedule 1: Services</p>
<b>Collaboration agreement</b>	<p>N/A</p>
<b>Limit on Parties' liability</b>	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.]</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed or [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term</p>

<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for the estimated calculation of the number of end users to be utilising the software simultaneously and the Buyer should notify the Supplier, as soon as reasonably known, of any expected change to this estimated level of users during the contract lifetime.</p> <p>The Buyer acknowledges that the user levels shall not exceed those specified in Schedule 1 Services, Section 1: Platform Hosting.</p> <p>The Buyer is responsible for prioritising milestones. The Buyer may amend the milestones in line with the Variation Process outlined in Clause 32 of Part B Terms and Conditions.</p> <p>Should the Supplier be unable to meet the Contract Milestones through no fault of its own, the Parties will not unreasonably refuse to vary the contract to allow for adjustments to the Contract Milestones and associated charges, providing that any amendments do not cause the total charges to exceed those specified in Schedule 2, Section 2: Contract Milestone Charges.</p> <p>Where the Parties are unable to agree liability for a fault, this will be managed in line with Schedule 1 Services, Section 3.3: Dispute Resolution Process of this Call-Off Agreement.</p>
<b>Buyer's equipment</b>	N/A



<b>Key Buyer Staff</b>	[REDACTED]
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Supplier’s information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier’s Subcontractors or Partners:</p> <p>N/A</p>
<b>Key Supplier Staff</b>	[REDACTED]

<b>Additional Supplier Ways of Working Responsibilities</b>	<p>Should the Supplier be unable to meet the Contract Milestones through no fault of its own, the Parties will not unreasonably refuse to vary the contract to allow for adjustments to the Contract Milestones and associated charges, providing that any amendments do not cause the total charges to exceed those specified in Schedule 2, Section 2: Contract Milestone Charges.</p> <p>The Supplier is responsible for notifying the Buyer once work has commenced on a Milestone. The Supplier will notify the Buyer where the Contract Milestone delivery is at risk, as soon as reasonably known, prior to the Milestone Target Date.</p>
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	<p>The payment method for this Call-Off Contract is <b>BACS</b>.</p>
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is as follows:</p> <p><b>Schedule 1 Services: Section 2.1 Hosting support</b> is an upfront payment of [REDACTED] ex VAT per month.</p> <p><b>Schedule 1 Services: Section 2.2</b> The delivery of the Contract Milestones will be invoiced at a fixed price and paid in accordance with the provisions in Schedule 1 Services, Section 3: Contract Governance and Milestone Achievement.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices <b>monthly</b>. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract withhold or reduce payments in the event of unsatisfactory performance.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>

<b>Who and where to send invoices to</b>	<p>Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p> <p>Any queries regarding outstanding payments should be directed to NHS England (NHS Digital)'s Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p>
<b>Invoice information required</b>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
<b>Invoice frequency</b>	<p>Invoices for Platform Hosting Support will be sent to the Buyer monthly.</p> <p>Invoices for the completion of milestones as detailed in the Schedule 1: Services Section 2.2 will be sent to the Buyer monthly subject to the agreement and issuing of a Milestone Achievement Certificate and in accordance with the provisions under Schedule 1 Services, Section 3: Contract Governance and Milestone Achievement.</p>
<b>Call-Off Contract value</b>	<p>£379,502 ex VAT</p>

<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is as set out in Order Form Schedule 2 (Call-Off Contract charges).</p> <p>Any expenses must be agreed by the Buyer in writing prior to such costs being incurred and will only be payable in accordance with the Buyer's expenses policy.</p>
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Additional Buyer terms

<b>Performance of the Service</b>	<p>This Call-Off Contract will include the Contract Milestones as detailed in Schedule 1: Services.</p>
<b>Guarantee</b>	<p>N/A</p>
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier will comply with the warranties and representations set out in the Buyer specific amendments to/refinements of the Call-Off Contract terms.</p> <p>The Supplier warrants that the Services will be provided in conformity with and meet all requirements and standards set out in this Call-Off Contract.</p>

<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>1 The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:</p> <p>1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer and any Framework Stakeholder.</p> <p>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the end user licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.</p> <p>1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</p> <p>1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate software end user licences free of charge to any other Central Government Body, the Department of Health and Social Care and/or NHS Body, by giving the licensor prior written notice.</p> <p>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer, and the Supplier and such third-parties shall not access the Buyer's systems without Buyer consent.</p>
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<b>Alternative clauses</b>	N/A						
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<table border="1"> <tr> <td data-bbox="549 571 810 1265"> <b>Central Government Body</b> </td><td data-bbox="810 571 1329 1265"> <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> </td></tr> <tr> <td data-bbox="549 1265 810 1601"> <b>Buyer Data</b> </td><td data-bbox="810 1265 1329 1601"> <p>All data supplied by the Buyer and/or Framework Stakeholders to the Supplier or otherwise inputted into the platform(s) provided as part of the Services, including Personal Data and Service Data that is owned and managed by the Buyer.</p> </td></tr> <tr> <td data-bbox="549 1601 810 1966"> <b>Cyber Security Requirements</b> </td><td data-bbox="810 1601 1329 1966"> <p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>b) Maintenance of Cyber Essentials Plus Certification, completion of the Buyer's Security Questionnaire; and</p> </td></tr> </table>	<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>	<b>Buyer Data</b>	<p>All data supplied by the Buyer and/or Framework Stakeholders to the Supplier or otherwise inputted into the platform(s) provided as part of the Services, including Personal Data and Service Data that is owned and managed by the Buyer.</p>	<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>b) Maintenance of Cyber Essentials Plus Certification, completion of the Buyer's Security Questionnaire; and</p>
<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>						
<b>Buyer Data</b>	<p>All data supplied by the Buyer and/or Framework Stakeholders to the Supplier or otherwise inputted into the platform(s) provided as part of the Services, including Personal Data and Service Data that is owned and managed by the Buyer.</p>						
<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>b) Maintenance of Cyber Essentials Plus Certification, completion of the Buyer's Security Questionnaire; and</p>						

		c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;
	<b>DSP Toolkit</b>	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	<b>Framework Stakeholder(s)</b>	means a Central Government Body, DHSC, an NHS Body and ProCure Principal Supply Chain Partners (PSCPs);
	<b>Milestone</b>	means an event or task described as a Milestone in Section 2 of Order Form Schedule 1 (Services);
	<b>Milestone Achievement Certificate</b>	means the certificate to be granted by the Buyer when the Supplier has Achieved the Milestone Completion Criteria, which shall be in substantially the same form as that set out in Order Form Schedule 1 (Services)
	<b>Milestone Completion Criteria</b>	means the criteria specified in Section 4 of Order Form Schedule 1 (Services) that are required to be satisfied to demonstrate that the

		relevant Milestone has been successfully Achieved;
	<b>Milestone Date</b>	the target date set out against the relevant Milestone in Section 2 of Order Form Schedule 1);
	<b>Milestone Payment</b>	means a payment amount identified in Section 2 of Order Form Schedule 2 (Call-Off Contract Charges) as payment for completion of the relevant Milestone;
	<b>NHS Body</b>	NHS Body means any user of Lots 1 to 3 of CCS Framework RM6267, including (but not limited to) the English National Health Service (NHS) and associated government departments and arm's length bodies who have an English postcode, to include all NHS Trusts and NHS Foundation Trusts (Acute, Mental Health and Community), Ambulance Trusts, GPs and GP Practices, Clinical Commissioning Groups and Care Trusts (and including any wholly-owned subsidiary of these organisations), NHS England and NHS Improvement and Department of Health, and other bodies which let health provision related contracts, such as hospices. T
	<b>Project Specific IPRs</b>	means 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 Back-ground IPRs or Third Party IPRs or Supplier Retained IPRs;
	<b>ProCure Construction Frameworks</b>	<p>means each of the following and any future Procure construction framework that may be procured to replace Procure 23 during the term of this Agreement:</p> <ul style="list-style-type: none"> <li>- ProCure21+ Framework set up by the Department of Health and Social Care</li> <li>- ProCure22 National Framework for Construction set up by the Department of Health and Social Care</li> <li>- RM6267 Construction Works and Associated Services 2 (CWAS2) / ProCure 23 (P23)</li> </ul>
	<b>ProCure Principal Supply Chain Partners (PSCPs)</b>	any suppliers on any of the Procure Construction Frameworks
	<b>Purchase Order</b>	means the Buyer's unique number relating to the supply of the Services;
	<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	<b>Supplier Retained IPR</b>	means any intellectual property rights in the functions listed in Appendix 1 of this Order Form as being owned by Parallel (The Supplier);

	<b>Third Party IPRs</b>	means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;
	<b>Unavoidable Losses</b>	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;
	<p>1) New Clauses 11.10 to 11.14 inclusive, shall be added to Clause 11 of the Call-Off terms, as follows:</p> <p>11.10 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights) any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.</p> <p>11.11 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Supplier Background IPRs and Supplier Retained IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs. Such licence is subject to any restrictions included in the column entitled "Restriction on the Buyer's Use or Application of the Component Post Contract Exit" of the table at Appendix 1 of this Order Form.</p> <p>11.12 The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clause 11 and Supplemental Requirement 1.1 above.</p> <p>11.13 Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.10 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give</p>	

	<p>full effect to the licences granted under this Clause 11.</p> <p>11.14 The licence granted by the Supplier under Clause 11 shall be transferable to other Central Government Bodies.</p> <p>2) Clauses 14.3, 14.4 and 14.5 of the Call-off terms shall be deleted in their entirety.</p> <p>3) Clauses 18.1, 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.1, 18.2 and 18.3:</p> <p>18.1 The Buyer can End this Call-Off Contract at any time by giving 90 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.</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"> <li>• Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided</li> <li>• Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses</li> </ul> <p>18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p> <p>4) New Clauses 4A and 4B shall be added as follows:</p> <p>4A <b>IR35</b></p> <p>4A.1 This Call-Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Subcontractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's</p>
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	<p>(or its Subcontractors) payroll ("Contractor(s)") to fulfil its service obligations under this Call-Off Contract, the Supplier shall be fully responsible for and shall indemnify the Buyer for:</p> <ul style="list-style-type: none"> <li>• any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations);</li> <li>• any income tax, National Insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and</li> <li>• all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.</li> </ul> <p>4A.2 The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.</p> <p>4A.3 The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.</p> <p>4A.4 The Supplier shall monitor the provision of the services and notify the Buyer where it considers that the activity of the Buyer may impact the Suppliers' (or its Subcontractors) IR35 Assessment in relation to the Contractors.</p> <p><b>4B Security of Supplier Staff</b></p> <p>4B.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard: <a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>, as may be amended or replaced by the Government from time to time.</p>
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	<p>4B.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.</p> <p>4B.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.</p> <p>4B.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.</p> <p>4B.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p>5) A new Clause 16.8 shall be added as follows:</p> <p>16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p>6) Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p> <ul style="list-style-type: none"><li>• comply with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data;</li><li>• only Process the Buyer Data, including but not limited to Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body;</li></ul>
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	<ul style="list-style-type: none"><li>• take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes.</li></ul> <p>12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person including any Subcontractors) for the provision of the Services.</p> <p>12. 7 Neither Party shall do nor omit to do anything that will put the other Party in breach of the Data Protection Legislation.</p> <p>7) A new clause 7.2A shall be added to the Call-Off terms and conditions as follows:</p> <p><b>7.2A Electronic Invoicing</b></p> <p>7.2A.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.</p> <p>7.2A.2 For the purposes of clause 7.2A.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.</p> <p>8) New Clause 33.2 shall be added as follows:</p> <p><b>Data Protection Impact Assessment Delivery and Assistance</b></p> <p>33.2 Without limitation to the obligations as set out in Schedule 7 (UK GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall participate and provide reasonable co-operation for the completion of any Data Protection Impact Assessments conducted by the Buyer relating to the Services and the deliverables. Such participation and co-operation shall include updating the Data Protection Impact Assessment at each material change of the deliverable(s) (including but not limited to each release of new software) and following any Variation.</p> <p>9) A new Clause 34 shall be added as follows:</p>
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	<p>34      <b>Assignment and Novation</b></p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to the Department of Health and Social Care, and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p>10)      A new Clause 35 shall be added as follows:</p> <p>35      <b>Subcontracts</b></p> <p>The Supplier shall ensure that each material Subcontract shall include:</p> <p>35.1      a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Subcontract which confer a benefit upon the Buyer;</p> <p>35.2      a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier; and</p> <p>35.3      obligations no less onerous on the Subcontractor than those imposed on the Supplier under this Call-Off Contract.</p> <p>11)      A new Clause 36 shall be added as follows:</p> <p>36      <b>Execution and Counterparts</b></p> <p>36.1      This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>36.2      Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature.</p>
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	<p>In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p>12) A new clause 37 shall be added as follows:</p> <p><b>37 Offshore Working</b></p> <p>The Supplier is not permitted to use Supplier Staff outside of the UK to provide the Services.</p> <p>13) <b>Schedule 7 - Processing Data (Framework Agreement)</b></p> <p>12.1) For the purposes of incorporating Schedule 7 of the Framework Agreement into this Call-Off Contract, paragraph 5(d) shall be deleted in its entirety and replaced with the following:</p> <p>(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p>(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;</p> <p>(ii) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is trans-ferred (or, if it is not so bound, uses its best endeav-ours to assist the Controller in meeting its obligations); and</p> <p>(iv) the Processor complies with any reasonable instruc-tions notified to it in advance by the Controller with re-spect to the Processing of the Personal Data.</p> <p>12.2) An extra row shall be added at the end of the table at Annex 1 of Schedule 7 (UK GDPR Information) as follows:</p> <table><tr><td><b>Jurisdiction of processing</b></td><td>UK</td></tr></table>	<b>Jurisdiction of processing</b>	UK
<b>Jurisdiction of processing</b>	UK		



<b>Personal Data and Data Subjects</b>	Schedule 7 is being used: Annex 1,
<b>Intellectual Property</b>	IPR provisions are outlined in the section 11 of the call off terms as amended by these special terms.
<b>Social Value</b>	N/A
<b>Performance Indicators</b>	Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer.

## Annex 1 - Intellectual Property

The ProCure Platform is defined as follows:

A platform owned by NHS England for use by Framework Stakeholders that provides a restricted access website and database for the purposes of managing the scheme and project performance of all previous, current and future ProCure Principal Supply Chain Partners (PSCPs) and the monitoring and reporting of capital expenditure under the ProCure Construction Frameworks.

The table below sets out the division of intellectual property rights for the specific functions and components of the Deliverables and the ProCure Platform.

Key	X	A bold X means ownership of a component.			
#	Component	Description	Parallel (The Sup- plier)	NHSE Pro- Cure (The Buyer)	Restriction on the Buyer's Use or Application of the Component Post Contract Exit
1	Data	[REDACTED]		X	[REDACTED]
2	Database structure for ge- neric services	[REDACTED]	X		[REDACTED]

3	Database configuration for ProCure club specifics	[REDACTED]		X	[REDACTED]
4	Authentication service	[REDACTED]	X		[REDACTED]
5	Schedule service	[REDACTED]	X		[REDACTED]
6	Notification service	[REDACTED]	X		[REDACTED]
7	P21 - P23 migration	[REDACTED]		X	[REDACTED]

		[REDACTED]	X		[REDACTED]
8	Document service	[REDACTED]			
9	ProCure core service:			X	
		[REDACTED]			
		[REDACTED]		X	
10	User management	[REDACTED]			[REDACTED]
11	MMS	[REDACTED]		X	[REDACTED]
12	Benchmarking	[REDACTED]		X	[REDACTED]
13	Reporting	[REDACTED]		X	[REDACTED]
14	File share	[REDACTED]		X	[REDACTED]
15	Scheme and project configuration	[REDACTED]		X	[REDACTED]
16	Data entry	[REDACTED]		X	[REDACTED]
17	Dashboard	[REDACTED]		X	[REDACTED]

18	Frontend implementation	[REDACTED]		X	[REDACTED]
19	Data warehouse service	[REDACTED]	X		[REDACTED]
20	Design	[REDACTED]		X	[REDACTED]
21	Frontend framework	[REDACTED]	X		[REDACTED]

		[REDACTED]			
22	Dashboard Service	[REDACTED]	X		[REDACTED]
23	Rules Engine	[REDACTED]	X		[REDACTED]
24	Authentification service configuration	[REDACTED]		X	[REDACTED]
25	Schedule service configuration	[REDACTED]		X	[REDACTED]

26	Notification service configuration	[REDACTED]		X	[REDACTED]
27	Document service configuration	[REDACTED]		X	[REDACTED]

## 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 clauses 8.3 to 8.6 inclusive of the Framework Agreement.

## 2. Background to the agreement

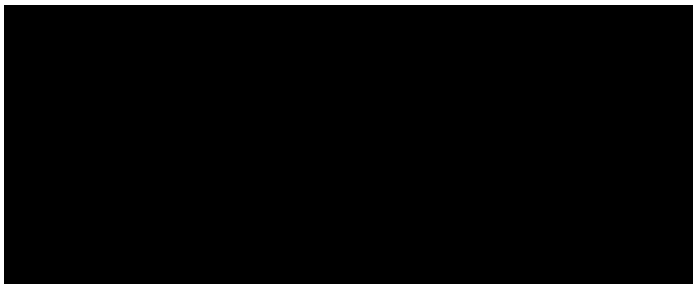
- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.



## Signatures:

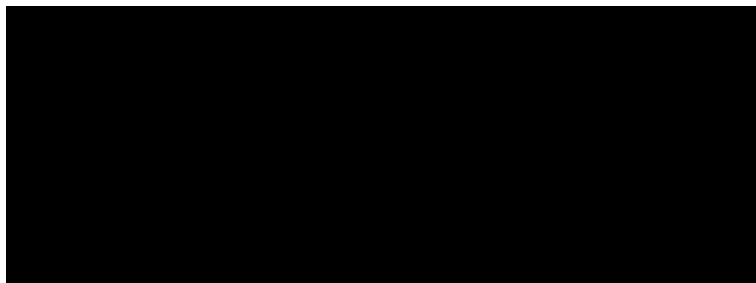
**Parallel Data Intelligence Limited - Geneva Court Geneva Way, Leads Road, Hull, United Kingdom, HU7 0DG (Company Number 12845593)**

For and on behalf of the Supplier (Parallel Data Intelligence Limited)



Date Signed: 04/06/2025

**NHS England - 7 & 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP**  
For and on behalf of the Buyer (NHS England)



Date Signed: 4 June 2025

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

## Buyer Benefits

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

[G-Cloud 14 Buyer Benefit Record](#)

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

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

### 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 30 (Insurance)

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

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

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

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

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

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 their own due diligence

## 6. Business continuity and disaster recovery

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

## 7. Payment, VAT and Call-Off Contract charges

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

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

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
  - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
  - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
  - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

## 10. Confidentiality

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

## 11. Intellectual Property Rights

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

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

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

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



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

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

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

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim: alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law; alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party; arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

rights granted to the Buyer under this Call-Off Contract

Supplier's performance of the Services

use by the Buyer of the Services

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

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

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

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

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

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

other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

## 13. Buyer data

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

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

## 14. Standards and quality

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

## 15. Open source

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

## 16. Security

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

## 17. Guarantee

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

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

## 18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't

pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

7 (Payment, VAT and Call-Off Contract charges)

8 (Recovery of sums due and right of set-off)

9 (Insurance)

10 (Confidentiality)

11 (Intellectual property rights)

12 (Protection of information)

13 (Buyer data)

19 (Consequences of suspension, ending and expiry)

24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),  
24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

work with the Buyer on any ongoing work

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

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.

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

## 20. Notices

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

Manner of delivery: email

Deemed time of delivery: 9am on the first Working Day after sending

Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

## 21. Exit plan

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



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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

## 23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off

Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

## 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
  - 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
  - 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.
- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

## 25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
  - 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
  - 25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

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

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

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

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission

Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

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

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

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

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.

The Supplier will cooperate 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.

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

its failure to comply with the provisions of this clause

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

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

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 using the template in Schedule 9 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 using the template in Schedule 9. This includes any changes in the Supplier's supply chain.
- 32.3 If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

### 33. Data Protection Legislation (GDPR)

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

# Schedule 1: Services

## Section 1: Platform Hosting

For the purposes of this Contract the following provisions apply:

“ProCure23 Platform Hosting” the hosting of the ProCure23 Database.

“ProCure23 Database” means the Buyer’s database of scheme and project information for each of the Procure Construction Frameworks.

Provision of ProCure23 Platform Hosting which will host the Buyer’s ProCure23 Database in accordance with the [Service Definition Document](#).

## Section 2: Contract Milestones

### 2.1 Milestone Summary

This project has three delivery phases, broken down into a total of 27 milestones and detailed in the table in Section 2.2.

The outcome of the delivery phases will be an online data collection platform with a landing page that allows data review and analysis from previous, current and future ProCure frameworks in a simple, responsive web platform that is license free, and has the flexibility to include future data collection requirements in line with the data architecture specified, for the wider NHSE Capital and Commercial team.

The new platform must provide the following functions as a minimum to the level agreed as detailed in Schedule 1: Services Section 2.2:

- User management with access control for different user types
- A data schedule with information for all schemes and projects procured and delivered through the ProCure frameworks
- Monthly monitoring system to capture monthly progress reporting data from all live projects
- Elemental cost data analysis with benchmarking capabilities
- Project Share, Repeatable Rooms, and Standard Components
- A reporting function to extract data, analysis and reports

The delivery phases are summarised below:

- Phase 1 – Collate all the existing platforms and data into a single platform.
- Phase 2 – Design and implement upgrades to the platform with improved reporting and analysis capabilities, user interface, flexibility and capacity for future expansion.
- Phase 3 – Testing, maintenance and aftercare.



The contract milestones are set out in Section 2.2.

## 2.2 Contract Milestones

<b>Mile-stone Ref.</b>	<b>Milestone Description</b>	<b>Acceptance Criteria</b>	<b>Dependency</b>	<b>Milestone Target Date</b>	<b>Charging Method</b>
MS1.01	- Complete the project Detailed Delivery Plan including the strategy, , review, refinement, planning & design, database structure and data collation plan.	<ul style="list-style-type: none"><li>- The scope and Detailed Delivery Plan for phase 1 has been reviewed and agreed between the Supplier and the Buyer.</li><li>- Supplier has issued report to the Buyer detailing the full project delivery strategy, Detailed Delivery Plan, outline database structure, and outline data collation plan for Phases 1, 2 and 3.</li><li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li></ul>	Business case approval confirmed by the Buyer and Purchase Order raised to the Supplier.	6 <sup>th</sup> June 2025	Fixed price as per Schedule 2, Annex A.
MS1.02	- Data collection: First stage - Standardise all existing data from four separate platforms into a compatible format	- Supplier has demonstrated completion of the first stage of data collection as agreed with the Buyer by issuing a full schedule of all data fields identifying all commonalities, duplicates and differences.	MS1.01	6 <sup>th</sup> June 2025	Fixed price as per Schedule 2, Annex A.

		<ul style="list-style-type: none"> <li>- Supplier has reviewed standardised data formats with the Buyer to resolve any merging queries.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>			
MS1.03	- Design layout and structure of the initial application framework and testing live links	<ul style="list-style-type: none"> <li>- The application framework has been demonstrated to and reviewed with the Buyer.</li> <li>- The layout and structure for the new data platform meets all the requirements set out in the scope and Detailed Delivery Plan.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS1.01	30 <sup>th</sup> June 2025	Fixed price as per Schedule 2, Annex A.
MS1.04	- Data collection: Final stage – Import all of the standardised data from the four separate platforms into the application	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of the final stage of data collection as agreed with the Buyer.</li> <li>- The full data collection has been completed to the satisfaction of the Buyer in line with the scope.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed</li> </ul>	MS1.02 MS1.03	25th July 2025	Fixed price as per Schedule 2, Annex A.

		Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.			
MS1.05	- Initial security, permissions & testing – Implement the security structure for user log in and test.	<ul style="list-style-type: none"> <li>- All initial security, permission and testing requirements have been completed by the Supplier and demonstrated to the Buyer.</li> <li>- Testing and feedback of the security and permissions has been completed with the Buyer and all corrective actions have been addressed.</li> <li>- The security structure aligns to the system level security policy completed for this project by the Buyer.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS1.03 The Buyer to provide the system level security policy to the Supplier.	25th July 2025	Fixed price as per Schedule 2, Annex A.
MS1.06	- Develop initial user administration and initial landing page – establish the basic user management strategy, review and consolidate existing user data, produce the	<ul style="list-style-type: none"> <li>- Supplier has issued a report to the Buyer detailing the basic user management strategy with input from the Buyer to agree the requirements.</li> </ul>	MS1.05 The Buyer has provided access to relevant policies	29th August 2025	Fixed price as per Schedule 2, Annex A.

	initial landing page for user types, testing	<ul style="list-style-type: none"> <li>- The full schedule of user data has been reviewed with the Buyer to remove any redundant user profiles and resolve any anomalies.</li> <li>- The user management strategy is in line with the requirements for general data protection and all associated NHSE policies as set out <a href="#">NHS England » Our policies and procedures</a></li> <li>- The security and user management strategies align to the data protection impact assessment and the system level security policy completed for this project by the Buyer.</li> <li>- The landing page has been designed and demonstrated to the Buyer with the required dashboard infographics and associated user insights.</li> <li>- The testing and feedback of the user management and initial landing page has been completed with stakeholders and actions addressed.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular</li> </ul>	<p>The Buyer has issued the Data Protection Impact Assessment (DPIA) for this project to the Supplier.</p> <p>The Buyer has provided the System Level Security Policy to the Supplier.</p>		
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		governance meetings and project documents.			
MS1.07	- Analysis for NHSE: Stage 1 – Design the bespoke analysis area for NHSE users with infographics and custom analysis reports	<ul style="list-style-type: none"> <li>- Supplier has issued proposed designs and Detailed Delivery Plan to the Buyer detailing the completed stage 1 design for the bespoke NHSE analysis area with input from the Buyer to agree compatibility with internal NHSE reporting requirements.</li> <li>- Review designs for infographics and analysis output reports with key stakeholders within NHSE including regional directorate and ProCure framework team.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>	MS1.06  Confirmation of the Buyer's requirements for the NHSE analysis area developed by the analysis and reporting working group led by the ProCure23 team.	26 <sup>th</sup> September 2025	Fixed price as per Schedule 2, Annex A.
MS1.08	- Analysis for NHSE: Stage 2 – Build bespoke analysis area for NHSE users with infographics and custom analysis reports	<ul style="list-style-type: none"> <li>- Demonstrate completion of stage 2 build for the bespoke NHSE analysis area including dashboard infographics and customisable analysis reports.</li> </ul>	MS1.07  Confirmation of the requirements for the Project Share function developed by the	31 <sup>st</sup> October 2025	Fixed price as per Schedule 2, Annex A.

	<ul style="list-style-type: none"> <li>- Project share: Stage 1 – Design the project share function for users to upload and browse example documents from completed projects</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has issued a Detailed Delivery Plan to the Buyer detailing the completed stage 1 designs for the project share function with input from the Buyer to agree the requirements for how users can upload, share and browse example documents, innovations, and best practice guidance from other completed projects.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>	Project Share working group led by the ProCure23 team.		
MS1.09	<ul style="list-style-type: none"> <li>- Analysis for NHSE: Stage 3 – Testing and feedback on the bespoke analysis area for NHSE users with infographics and custom analysis reports</li> <li>- Project Share: Stage 2 – Build project share function for users to upload and browse example documents from completed projects</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has completed stage 3 stakeholder testing and feedback for the bespoke NHSE analysis area with any corrective actions identified for improvement.</li> <li>- Supplier has demonstrated completion of the stage 2 build for the project share function for how examples documents and best practice will be shared, that meets the requirements agreed with the Buyer.</li> </ul>	MS1.08	28 <sup>th</sup> November 2025	Fixed price as per Schedule 2, Annex A.

		<ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS1.10	<ul style="list-style-type: none"> <li>- Analysis for NHSE: Stage 4 – Finish implementation of bespoke analysis area for NHSE users with infographics and custom analysis reports</li> <li>- Project share: Stage 3 – Finish project share function for users to upload and browse example documents from completed projects</li> <li>- Enhanced application framework: Stage 1 – Design a full new site map with improved user interface, notification system and performance.</li> </ul>	<ul style="list-style-type: none"> <li>- Demonstrate completion of stage 4 to implement the bespoke NHSE analysis area with all corrective actions from stakeholder feedback addressed.</li> <li>- Supplier has provided training to the Buyer on using the bespoke NHSE analysis area.</li> <li>- Demonstrate completion of stage 3 for implementation of the project share function with a live demonstration for the Buyer.</li> <li>- Complete testing and feedback of the project share function with the Buyer and address any corrective actions identified.</li> <li>- Supplier has issued a Detailed Delivery Plan to the Buyer detailing the completed stage 1 designs for the enhanced framework application including a new site map and notification</li> </ul>	MS1.09 Confirmation of the Buyer's requirements for user interface and accessibility developed by the user interface working group led by the ProCure23 team.	19th December 2025	Fixed price as per Schedule 2, Annex A.



		<p>system with input from the Buyer to agree the requirements.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS2.01	<ul style="list-style-type: none"> <li>- Review and update the project Detailed Delivery Plan including the strategy, , review, refinement and planning</li> <li>- Enhanced security and permissions: Stage 1 – Design a user permissions matrix to manage access, viewing and editing rights to different areas of the platform and specific data sets.</li> <li>- Enhanced application framework: Stage 2 – Build the full new site map with improved user interface, notification system and performance.</li> </ul>	<ul style="list-style-type: none"> <li>- The scope and Detailed Delivery Plan for phase 2 has been reviewed, updated and agreed between the Supplier and the Buyer.</li> <li>- The supplier has issued an updated Detailed Delivery Plan to the Buyer detailing the full strategy for phase 2 including refinement, planning, design and security.</li> <li>- Supplier has issued a user permissions matrix to the Buyer detailing the completed stage 1 designs for enhanced security and permissions with input from the Buyer to agree the requirements.</li> <li>- Demonstrate completion of stage 2 build for the enhanced application framework with a</li> </ul>	<p>MS1.10</p> <p>The Buyer has provided the System Level Security Policy to the Supplier.</p> <p>Confirmation of the user types and requirements for user permissions developed by the working group for user groups led by the ProCure23 team.</p>	30 <sup>th</sup> January 2026	Fixed price as per Schedule 2, Annex A.

		<p>new site map, user interface and notification system to meet the requirements agreed with the Buyer.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>			
MS2.02	<p>Schemes and projects: Stage 1 – Planning the layout and interface for navigating schemes and projects</p> <ul style="list-style-type: none"> <li>- Enhanced security and permissions: Stage 2 – Build the user permissions matrix to manage access, viewing and editing rights to different areas of the platform and specific data sets.</li> <li>- Enhanced application Framework: Stage 3 – Finish implementation of the new site map with improved user interface, notification system and performance.</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has issued a Detailed Delivery Plan to the Buyer detailing the plan for the layout and interface for navigating schemes and projects with input from the Buyer team to agree the plan.</li> <li>- Supplier has demonstrated completion of the stage 2 build for the enhanced security and permissions to meet the requirements agreed with the Buyer including the system level security policy.</li> <li>- Supplier has demonstrated completion of stage 3 enhanced application framework to finish and implement the enhanced application framework to meet the requirements agreed with</li> </ul>	MS2.01	27 <sup>th</sup> February 2026	Fixed price as per Schedule 2, Annex A.

	<ul style="list-style-type: none"> <li>- Tools for success: Stage 1 – Design a facility for the Pro-Cure team to upload and view guidance, templates and assurance tools.</li> </ul>	<ul style="list-style-type: none"> <li>- the Buyer and any corrective actions identified.</li> <li>- Supplier has provided a report to the Buyer detailing the stage 1 designs for the tools for success facility with input from the Buyer to agree the requirements.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS2.03	<ul style="list-style-type: none"> <li>- Schemes and projects: Stage 2 – Design the layout and interface for navigating schemes and projects</li> <li>- Tools for success: Stage 2 – Build the facility for the Pro-Cure team to upload and view guidance, templates and assurance tools.</li> <li>- Dynamic landing page</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of the dynamic landing page that displays unique infographics and data insights to different user types that meets the Buyer requirements and addressed any corrective actions identified..</li> <li>- Supplier has demonstrated completion of the stage 2 designs for the layout and interface for navigating schemes and projects to the Buyer.</li> <li>- Supplier has demonstrated completion of the stage 2 build for the tools for success facility</li> </ul>	MS2.02	24th April 2026	Fixed price as per Schedule 2, Annex A.

		<p>which meets the requirements as agreed with the Buyer.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS2.04	<ul style="list-style-type: none"> <li>- Schemes and projects: Stage 3 – Build the layout and interface for navigating schemes and projects</li> <li>- Tools for success: Stage 3 – Testing and feedback of the tools for success facility</li> <li>- Monthly monitoring system: Stage 1 – Planning for redesigning the monthly reporting system for project level data</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated the completed stage 3 build for the layout and interface for navigating schemes and projects that meets the requirements and designs as agreed with the Buyer.</li> <li>- Supplier has completed development of a plan for redesigning the monthly monitoring system with input from the Buyer.</li> <li>- Supplier has demonstrated completion of stage 3 testing and feedback for the tools for success facility with the Buyer and identified any corrective actions to be addressed.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular</li> </ul>	MS2.03	24 <sup>th</sup> April 2026	Fixed price as per Schedule 2,Annex A.
			<p>Confirmation of the Buyer's requirements for the Monthly Monitoring System developed by the Monthly Monitoring System working group led by the ProCure23 team</p>		

		governance meetings and project documents.			
		-			
MS2.05	<ul style="list-style-type: none"> <li>- Schemes and projects: Stage 4 – Testing and feedback exercise with stakeholders</li> <li>- Tools for success: Stage 4 – Finish implementation of the tools for success facility</li> <li>- Monthly monitoring system: Stage 2 – Design for the updated monthly reporting system for project level data</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of the stage 4 testing and feedback exercise with stakeholders for the layout and interface for navigating schemes and projects and identified corrective actions for improvement.</li> <li>- Supplier has demonstrated completion of stage 2 designs for the monthly monitoring system that meets the requirements agreed with the Buyer including a revised reporting question set and risk monitoring.</li> <li>- Supplier has demonstrated completion of stage 4 implementation of the tools for success facility with all corrective actions addressed and a live demonstration and training session provided to the Buyer.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular</li> </ul>	MS2.04	29 <sup>th</sup> May 2026	Fixed price as per Schedule 2, Annex A.

		governance meetings and project documents.			
		-			
MS2.06	<ul style="list-style-type: none"> <li>- Schemes and projects: Stage 5 – Finish layout and interface for navigating schemes and projects following testing and feedback</li> <li>- Monthly monitoring system: Stage 3 – Build the updated monthly reporting system for project level data</li> <li>- Scheme and project reporting: Stage 1 – Planning for the scheme and project level summary reports</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of stage 5 final amends to the layout and interface for navigating schemes and projects following testing and feedback</li> <li>- Supplier has demonstrated completion of monthly monitoring system stage 3 for building and updating the monthly monitoring system with new reporting questions and risk monitoring.</li> <li>- Supplier has completed the development of a plan for the scheme and project level reporting with input from the Buyer.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS2.05	26th June 2026	Fixed price as per Schedule 2, Annex A.
MS2.07	<ul style="list-style-type: none"> <li>- Monthly monitoring system: Stage 4 – Testing and feedback of the revised monthly</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has issued a Detailed Delivery Plan to the Buyer detailing the stage 2 designs for</li> </ul>	MS2.06	28th August 2026	Fixed price as per Schedule 2, Annex A.

	<p>reporting system for project level data,</p> <ul style="list-style-type: none"> <li>- Scheme and project reporting: Stage 2 – Design the scheme and project level summary reports</li> </ul>	<p>scheme and project level summary reporting that meets the requirements agreed with the Buyer.</p> <ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of stage 4 testing and feedback of the revised monthly reporting system with stakeholders to identify corrective actions for improvement.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS2.08	<ul style="list-style-type: none"> <li>- Monthly monitoring system: Stage 5 – Finish implementation of the new monthly monitoring system with final amends following feedback</li> <li>- Scheme and project reporting: Stage 3 – Build the scheme and project level summary reports</li> <li>- Enhanced administration: Stage 1 – Planning the facility for external administrator users to manage data and user permissions within their</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has completed stage 5 to make final amends to the monthly monitoring system following feedback and provided a live demonstration of the final system to the Buyer.</li> <li>- Supplier has issued a report to the Buyer demonstrating the stage 1 plan for enhanced administration with input from the Buyer to agree the requirements.</li> <li>- Supplier has demonstrated completion of the stage 3 build</li> </ul>	MS2.07	25th September 2026	Fixed price as per Schedule 2, Annex A.

	awarded schemes and projects	<p>for the scheme and project level summary reports that meets the requirements agreed with the Buyer.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>			
MS2.09	<ul style="list-style-type: none"> <li>- Scheme and project reporting: Stage 4 – Testing and feedback on the scheme and project level summary reports</li> <li>- Enhanced administration: Stage 2 – Design the facility for external administrator users to manage data and user permissions within their awarded schemes and projects</li> <li>- Benchmarking: Stage 1 – Planning for the periodic benchmarking data collection including elemental cost analysis</li> </ul>	<ul style="list-style-type: none"> <li>- The supplier has issued a Detailed Delivery Plan detailing the stage 2 designs for enhanced administration that meets the requirements agreed with the Buyer.</li> <li>- Supplier has demonstrated completion of stage 4 testing and feedback of the scheme and project level summary reporting with stakeholders and identified corrective actions.</li> <li>- Supplier has completed development of a plan for the benchmarking data collection including the elemental cost analysis with input from the Buyer.</li> <li>- The Buyer and supplier mutually agree compliance to the</li> </ul>	MS2.08 Confirmation of the Buyer's requirements for the benchmarking and elemental cost analysis developed by the benchmarking working group led by the ProCure23 team	30th October 2026	Fixed price as per Schedule 2, Annex A.



		Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.			
MS2.10	<ul style="list-style-type: none"> <li>- Scheme and project reporting: Stage 5 – Finish implementation of the scheme and project level summary reports</li> <li>- Enhanced administration: Stage 3 – Build the facility for external administrator users to manage data and user permissions within their awarded schemes and projects</li> <li>- Benchmarking: Stage 2 – Design for the new benchmarking data collection including elemental cost analysis</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of stage 2 design for the new benchmarking system for collecting and analysing data with a revised data collection set and framework level KPIs.</li> <li>- Supplier has demonstrated completion of the stage 3 build for the enhanced administration allowing external administrator users to manage the access rights for users within their organisations and the permissions for the schemes and projects that have been awarded to them through framework procurements.</li> <li>- Supplier has demonstrated completion of stage 5 to implement the scheme and project reporting with all corrective actions addressed.</li> <li>- The Buyer and supplier mutually agree compliance to the</li> </ul>	MS2.09	27th November 2026	Fixed price as per Schedule 2, Annex A.

		Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.			
MS2.11	<ul style="list-style-type: none"> <li>- Enhanced administration: Stage 4 – Testing and feedback of the facility for external administrator users to manage data and user permissions within their awarded schemes and projects</li> <li>- Benchmarking: Stage 3 – Build the new benchmarking data collection including elemental cost analysis</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of stage 3 build for the new benchmarking data collection and analysis function with evidence of data input and analysis outputs.</li> <li>- Supplier has completed stage 4 testing and feedback for enhanced administration with the Buyer and external stakeholders to identify corrective actions to be addressed.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS2.10	18 <sup>th</sup> December 2026	Fixed price as per Schedule 2, Annex A.
MS2.12	<ul style="list-style-type: none"> <li>- Enhanced administration: Stage 5 - Finish implementation of the facility for external administrator users to manage data and user permissions within their</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has completed stage 4 testing and feedback of the new benchmarking function with the stakeholders and identified corrective actions for improvement.</li> </ul>	MS2.11	29th January 2027	Fixed price as per Schedule 2, Annex A.

	<p>awarded schemes and projects</p> <ul style="list-style-type: none"> <li>- Benchmarking: Stage 4 – Testing and feedback on the new benchmarking system and elemental cost analysis with stakeholders.</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated stage 5 completion and implementation of the enhanced administration and addressed all corrective actions to meet the requirements agreed with the Buyer.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>			
MS2.13	<ul style="list-style-type: none"> <li>- Benchmarking: Stage 5 – Finish implementation of the benchmarking data collection function including elemental cost analysis</li> <li>- Testing and deployment: Stage 1 – Moving the new platform into a testing environment to undertake final testing with stakeholders</li> </ul>	<ul style="list-style-type: none"> <li>- Supplier has demonstrated completion of the new benchmarking function to meet the requirements as agreed with the Buyer in the Detailed Delivery Plan and with all corrective actions addressed.</li> <li>- The supplier has moved the new platform from the secure development environment into a testing environment accessible to the ProCure team and stakeholders for testing the platform as a whole</li> <li>- The supplier has collated feedback from the testing exercise</li> </ul>	MS2.12	26 <sup>th</sup> February 2027	Fixed price as per Schedule 2, Annex A.

		<p>with stakeholders and identified corrective actions.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>			
MS2.14	- Testing and deployment: Stage 2 – Patching bugs and making final amendments	<ul style="list-style-type: none"> <li>- The supplier has completed patching for any bugs discovered through testing and made final amendments to ensure the platform meets the scope and requirements agreed with the Buyer.</li> <li>- The supplier has addressed all corrective actions identified through testing and feedback with stakeholders.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS2.13	26 <sup>th</sup> February 2027	Fixed price as per Schedule 2, Annex A.
MS3.01	- Testing and deployment: Stage 3 - Move platform into	<ul style="list-style-type: none"> <li>- The supplier has moved the new platform from the testing</li> </ul>	MS2.14	26 <sup>th</sup> February 2027	Fixed price as per Schedule 2, Annex A.

	live environment and migrate all users	<p>environment into the live environment to allow users to access and use the new platform. The supplier has completed migration of all users onto the new ProCure Club platform to use the live environment.</p> <ul style="list-style-type: none"> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> <li>-</li> </ul>			
MS3.02	- Clean up and aftercare: Stage 1 – Decommissioning redundant platforms and resolving issues in the live environment	<ul style="list-style-type: none"> <li>- The supplier has demonstrated completion of the decommissioning of all of the separate redundant platforms which are no longer in use.</li> <li>- The supplier has responded to resolve all issues identified post completion in the live environment.</li> <li>- The supplier has provided training and aftercare support to all existing users including the ProCure23 team and external users.</li> <li>- The Buyer and supplier mutually agree compliance to the</li> </ul>	MS3.01	26th March 2027	Fixed price as per Schedule 2, Annex A.

		Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.			
MS3.03	<ul style="list-style-type: none"> <li>- Clean up and aftercare: Stage 2 – Guidance documents for new users</li> <li>- Post project evaluation</li> </ul>	<ul style="list-style-type: none"> <li>- The supplier has issued a user guidance document and schedule of frequently asked questions and answers to support new users in future.</li> <li>- The supplier has completed the post project evaluation exercise with input from the ProCure23 team and external stakeholders to capture lessons learned and review project outcomes against the intended deliverables and benefits.</li> <li>- The Buyer and supplier mutually agree compliance to the Detailed Delivery Plan in delivery of the milestone and for this to be recorded in the regular governance meetings and project documents.</li> </ul>	MS3.02	26 <sup>th</sup> March 2027	Fixed price as per Schedule 2, Annex A.

## Section 3: Contract Governance and Milestone Achievement

### 3.1 Governance & Reporting

3.1.1 The parties agree to hold a monthly governance forum to review progress.

3.1.2 The Supplier is required to provide an updated Cost Report in advance of the monthly governance forum and to present any updates to the buyer.

3.1.3 The Cost Report should include a detailed breakdown of all actual and planned expenditure against each milestone and deliverable identified in the cashflow forecast and must align with the Contract Milestones.

### 3.2 Milestone Acceptance and Achievement Process

3.2.1 The Supplier is required to electronically communicate to the Buyer delivery of a milestone within the scope of the agreed Contract Milestones. The Supplier must use the Template Milestone Acceptance Form detailed in Schedule 1: Services Section 3.4.

3.2.1.1 The Supplier is permitted to communicate the delivery of multiple milestones within the same Milestone Acceptance Form and invoice for the delivery of these milestones accordingly.

3.2.2 Invoices will be issued by the Supplier upon completion of each individual milestone as detailed in the Contract Milestones.

3.2.3 The supplier will be paid a fixed cost on completion of each individual milestone as detailed in the Schedule 2: Call-off Contract Charges Section 2: Contract Milestones Charges.

3.2.4 Payments will be approved and processed for each milestone, subject to following criteria met:

3.2.4.1 The Supplier has electronically communicated the Milestone Acceptance Form and relevant evidence of delivery of a milestone to the Buyer.

3.2.4.2 The supplier has presented and demonstrated the completed milestone to the Buyer Delivery Team in the project progress meetings.

3.2.4.3 The Buyer's Project Board have reviewed the milestone outputs and are satisfied that the milestone has been completed as required and in line with the agreed Delivery Plans and Acceptance Criteria as detailed in the Contract Milestones.

3.2.4.4 The Buyer's Project Board has recorded delivery of the milestone(s) in the project documents, minutes of monthly governance forum and has notified the Commercial Contract Manager.

3.2.4.5 Formal acceptance of the delivery of the Milestone has been electronically communicated to the Supplier by the Buyer's Commercial Contract Manager. The Commercial Contract Manager must use the Template Milestone Achievement Certificate detailed in Schedule 1: Services Section 3.5.

### **3.3 Dispute Resolution**

- 3.3.1 Where the parties are not able to agree that the delivery of a milestone has been completed in accordance with the Milestone Acceptance Criteria in Schedule 1: Services Section 2.2, Clause 32 (Managing Disputes) and Clause 33 (Mediation Process) of the G-Cloud 14 Framework Agreement must be complied with.



### 3.4 – Milestone Acceptance Form

This template must be completed by the Supplier and delivered electronically to the Buyer.

To: [Type recipient details here]

**INSERT Address as appropriate**

cc. [Type cc names here]

[  
]

Select date

Dear [type name here]

## Milestone Acceptance Form

Milestone: **[INSERT]** description of Milestone]

We refer to the Call-Off Contract ref C328129 Provision of Knowledge & Construction Information System for Crown Commercial Service], between NHS England (“**Buyer**”) and **Parallel Data Intelligence Limited** (“**Supplier**”), (the “**Agreement**”) relating to the provision of the Services dated [**date**].

Capitalised terms used in this certificate have the meanings given to them in the Agreement.

We confirm that we are satisfied that the Milestone Completion Criteria relating to Milestone **[INSERT number]** have been completed successfully, and that therefore the Milestone is ready for the necessary review and acceptance by the Buyer. Our evidence of the successful completion of the Milestone Completion Criteria is set out in Appendix A to this letter.

We confirm that we have complied with the provisions set out in [**Schedule 2 Call-off Contract Charges of the Call-off Contract**].

Yours sincerely,

[Sender’s e-signature]

**[Sender’s name]**

[Sender’s job title]

[Sender’s organisation]

## **Appendix A: Evidence of completion of Milestone Completion Criteria**

The evidence may (as relevant) include, but is not limited to:

- Reference to Jira tickets showing completion of work;
- References and/or links of the Confluence page(s) that contains the design and other artefacts required to evidence completion;
- Documentation is provided as final references to the activity completed;
- Reference to demonstrations (and the Buyer attendees at same) that have been hosted by the Supplier to show working software, source code walk-throughs and/or design reviews;
- Screenshots or other evidence to show completion of test activity;
- PowerPoint or word documentation summaries of any other supporting information.

### Section 3.5 – Milestone Achievement Certificate

This template must be completed by the Buyer and delivered electronically to the Supplier.

To: • [Type recipient details here]

cc. • [Type cc names here]

[NHS England  
7-8 Wellington Place  
Leeds  
West Yorkshire  
LS1 4AP

Select date

Dear [type name here]

### Milestone Achievement Certificate

Milestone: **[INSERT]** description of Milestone]

We refer to the Call-Off Contract ref C328129 Provision of Knowledge & Construction Information System for Crown Commercial Service], between NHS England (“**Buyer**”) and Parallel Data Intelligence Limited (“**Supplier**”), (the “**Agreement**”) relating to the provision of the Services dated [date]. Capitalised terms used in this certificate have the meanings given to them in the Agreement.

We confirm that the Milestone Completion Criteria relating to Milestone **[INSERT number]** have been completed successfully and that the Milestone has been achieved.

The Supplier may now issue an invoice in respect of the Milestone Payment associated with this Milestone, in accordance with the provisions set out in **Schedule 2 (Call-Off Contract Charges)**].

Yours sincerely,

[Sender’s e-signature]

**[Sender’s name]**

[Sender’s job title]

[Sender’s organisation]

## Schedule 2: Call-Off Contract charges

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

### Section 1: Platform Hosting Charges

Fixed Price per calendar month: [REDACTED] ex VAT.

The maximum number of End User Licences is 2500.

The maximum data allowance under the Platform Hosting is 24GB.

### Section 2: Contract Milestones Charges

Fixed Price per Milestone, as per Annex A

Total Anticipated Cost over the contract lifetime: [REDACTED]

Milestone Ref.	Dependency	Milestone Target Date	Charging Method	Milestone Cost (Ex VAT)
MS1.01	Business case approval confirmed by the Buyer and Purchase Order raised to the Supplier.	6 <sup>th</sup> June 2025	Fixed price as per Annex A.	
MS1.02	MS1.01	6 <sup>th</sup> June 2025	Fixed price as per Annex A.	
MS1.03	MS1.01	30 <sup>th</sup> June 2025	Fixed price as per Annex A.	
MS1.04	MS1.02 MS1.03	25 <sup>th</sup> July 2025	Fixed price as per Annex A.	
MS1.05	MS1.03  The Buyer to provide the system level security policy to the Supplier.	25 <sup>th</sup> July 2025	Fixed price as per Annex A.	
MS1.06	MS1.05  The Buyer has provided access to relevant policies  The Buyer has issued the Data Protection Impact Assessment (DPIA) for this project to the Supplier.  The Buyer has provided the System Level Security Policy to the Supplier.	29 <sup>th</sup> August 2025	Fixed price as per Annex A.	
MS1.07	MS1.06  Confirmation of the Buyer's requirements for the NHSE analysis area developed by	26 <sup>th</sup> September 2025	Fixed price as per Annex A.	

	the analysis and reporting working group led by the ProCure23 team.			
MS1.08	MS1.07  Confirmation of the Buyer's requirements for the Project Share function developed by the Project Share working group led by the ProCure23 team.	31 <sup>st</sup> October 2025	Fixed price as per Annex A.	
MS1.09	MS1.08	28 <sup>th</sup> November 2025	Fixed price as per Annex A.	
MS1.10	MS1.09  Confirmation of the Buyer's requirements for user interface and accessibility developed by the user interface working group led by the ProCure23 team.	19th December 2025	Fixed price as per Annex A.	
MS2.01	MS1.10  The Buyer has provided the System Level Security Policy to the Supplier.  Confirmation of the user types and requirements for user permissions developed by the working group for user groups led by the ProCure23 team.	30 <sup>th</sup> January 2026	Fixed price as per Annex A.	
MS2.02	MS2.01	27 <sup>th</sup> February 2026	Fixed price as per Annex A.	
MS2.03	MS2.02	24th April 2026	Fixed price as per Annex A.	

MS2.04	MS2.03  Confirmation of the Buyer's requirements for the Monthly Monitoring System developed by the Monthly Monitoring System working group led by the ProCure23 team	24 <sup>th</sup> April 2026	Fixed price as per Annex A.
MS2.05	MS2.04	29 <sup>th</sup> May 2026	Fixed price as per Annex A.
MS2.06	MS2.05	26 <sup>th</sup> June 2026	Fixed price as per Annex A.
MS2.07	MS2.06	28 <sup>th</sup> August 2026	Fixed price as per Annex A.
MS2.08	MS2.07	25 <sup>th</sup> September 2026	Fixed price as per Annex A.
MS2.09	MS2.08  Confirmation of the Buyer's requirements for the benchmarking and elemental cost analysis developed by the benchmarking working group led by the ProCure23 team	30 <sup>th</sup> October 2026	Fixed price as per Annex A.
MS2.10	MS2.09	27 <sup>th</sup> November 2026	Fixed price as per Annex A.
MS2.11	MS2.10	18 <sup>th</sup> December 2026	Fixed price as per Annex A.
MS2.12	MS2.11	29 <sup>th</sup> January 2027	Fixed price as per Annex A.
MS2.13	MS2.12	26 <sup>th</sup> February 2027	Fixed price as per Annex A.
MS2.14	MS2.13	26 <sup>th</sup> February 2027	Fixed price as per Annex A.
MS3.01	MS2.14	26 <sup>th</sup> February 2027	Fixed price as per Annex A.

MS3.02	MS3.01	26th March 2027	Fixed price as per Annex A.	[REDACTED]
MS3.03	MS3.02	26 <sup>th</sup> March 2027	Fixed price as per Annex A.	



## Annex A

## Contract Milestones and Resource Profile Breakdown

[illegible]



## Schedule 3: Collaboration agreement (NOT USED)

This agreement is made on [enter date]

between:

[Buyer name] of [Buyer address] (the Buyer)

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

[Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services  
Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

### 1. Definitions and interpretation

1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules

1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

- 1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5 "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
- 1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
- 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2
- 1.1.9 "Dispute Resolution Process" means the process described in clause 9
- 1.1.10 "Effective Date" means [insert date]
- 1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1
- 1.1.12 "Mediator" has the meaning given to it in clause 9.3.1
- 1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1
- 1.1.14 "Term" has the meaning given to it in clause 2.1
- 1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

## 1.2 General

- 1.2.1 As used in this Agreement the:
  - 1.2.1.1 masculine includes the feminine and the neuter
  - 1.2.1.2 singular includes the plural and the other way round
  - 1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.
- 1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

- 1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
- 1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
- 1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## 2. Term of the agreement

- 2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").
- 2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

## 3. Provision of the collaboration plan

- 3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").
- 3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
- 3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
  - 3.4.1 approve the Detailed Collaboration Plan
  - 3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection

- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
- 3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

#### 4. Collaboration activities

- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

#### 5. Invoicing

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

#### 6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
  - 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

- 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
  - 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
  - 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
- 6.3.1 or becomes public knowledge other than by breach of this clause 6
  - 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
  - 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
  - 6.3.4 independently developed without access to the Confidential Information
  - 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

## 7. Warranties

- 7.1 Each Collaboration Supplier warrants and represents that:
- 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
  - 7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good

industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## 8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
- 8.5.1 indirect loss or damage
  - 8.5.2 special loss or damage
  - 8.5.3 consequential loss or damage
  - 8.5.4 loss of profits (whether direct or indirect)
  - 8.5.5 loss of turnover (whether direct or indirect)
  - 8.5.6 loss of business opportunities (whether direct or indirect)
  - 8.5.7 damage to goodwill (whether direct or indirect)
- 8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
- 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default



8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

## 9. Dispute resolution process

- 9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The process for mediation and consequential provisions for mediation are:
  - 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator
  - 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
  - 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
  - 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
  - 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties

9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## 10. Termination and consequences of termination

### 10.1 Termination

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].

10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

### 10.2 Consequences of termination

10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## 11. General provisions

### 11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

## 11.2 Assignment and subcontracting

11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

## 11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

## 11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

#### 11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### 11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

#### 11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

#### 11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

#### 11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

**For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract

Collaboration Agreement Schedule 2 [Insert Outline Collaboration Plan]

## Schedule 4: Alternative clauses (NOT USED)

### 1. Introduction

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

### 2. Clauses selected

- 2.1 The Buyer may, in the Order Form, request the following alternative Clauses:

#### 2.1.1 Scots Law and Jurisdiction

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

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

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

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

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

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

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

#### 2.3 Discrimination

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

Employment (Northern Ireland) Order 2002

Fair Employment and Treatment (Northern Ireland) Order 1998

Sex Discrimination (Northern Ireland) Order 1976 and 1988

Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003

Equal Pay Act (Northern Ireland) 1970

Disability Discrimination Act 1995

Race Relations (Northern Ireland) Order 1997

Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996

Employment Equality (Age) Regulations (Northern Ireland) 2006

Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000



Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002  
 The Disability Discrimination (Northern Ireland) Order 2006  
 The Employment Relations (Northern Ireland) Order 2004  
 Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006  
 Employment Relations (Northern Ireland) Order 2004  
 Work and Families (Northern Ireland) Order 2006

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

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

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

## 2.4 Equality policies and practices

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

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

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

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

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

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

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

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

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

## 2.5 Equality

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

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

## 2.6 Health and safety

2.6.1 The Supplier will promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Buyer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

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

## 2.7 Criminal damage

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

## Schedule 5: Guarantee (NOT USED)

[A Guarantee should only be requested if the Supplier's financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements]

This deed of guarantee is made on [insert date, month, year] between:

(1) [Insert the name of the Guarantor] a company incorporated in England and Wales with number [insert company number] whose registered office is at [insert details of the guarantor's registered office] [or a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details]]('Guarantor'); in favour of  
and

(2) The Buyer whose offices are [insert Buyer's official address]  
( 'Beneficiary') **Whereas:**

The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn't needed then the section below and other references to the guarantee should be deleted.

Suggested headings are as follows:

- Demands and notices
- Representations and Warranties
- Obligation to enter into a new Contract
- Assignment
- Third Party Rights
- Governing Law
- This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.

Guarantor company	[Enter Company name] 'Guarantor'
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<b>Guarantor company address</b>	[Enter Company address]
<b>Account manager</b>	[Enter Account Manager name]
	Address: [Enter Account Manager address]
	Phone: [Enter Account Manager phone number]
	Email: [Enter Account Manager email]
	Fax: [Enter Account Manager fax if applicable]

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

Term	Meaning
<b>Call-Off Contract</b>	Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date].
<b>Guaranteed Obligations</b>	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
<b>Guarantee</b>	Means the deed of guarantee described in the Order Form (Parent Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

reference to a gender includes the other gender and the neuter

references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time

any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

## Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

fully perform or buy performance of the guaranteed obligations to the Buyer

as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

## Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

## Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

**[Enter Address of the Guarantor in England and Wales]**

**[Enter Email address of the Guarantor**

**representative]** For the Attention of **[insert details]**

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

delivered by hand, at the time of delivery  
posted, at 10am on the second Working Day after it was put into the post

sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

**Beneficiary's protections**

The Guarantor will not be discharged or released from this Deed of Guarantee by:

any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)  
any amendment to or termination of the Call-Off Contract  
any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)  
the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee

it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person



if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

obtain judgement against the Supplier or the Guarantor or any third party in any court  
make or file any claim in a bankruptcy or liquidation of the Supplier or any third party  
take any action against the Supplier or the Guarantor or any third party  
resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

## Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation  
has the capacity to sue or be sued in its own name

the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets

the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

- the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgement, decree or permit to which the Guarantor is subject

- the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
- all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgement.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

## Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this

Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

## Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

## Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

## Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers **[enter the Supplier name]** [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number **[insert fax number]** from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

**[Insert name of the Guarantor]** acting by **[Insert names]**

Director

Director/Secretary

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	Data, Personal Data and any information, which may include (but isn't limited to) any: 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').
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.

<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any: breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</p> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.

<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Financial Metrics</b>	The following financial and accounting measures: Dun and Bradstreet score of 50 Operating Profit Margin of 2% Net Worth of 0 Quick Ratio of 0.7



<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>acts, events or omissions beyond the reasonable control of the affected Party</li> <li>riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>acts of government, local government or Regulatory Bodies</li> <li>fire, flood or disaster and any failure or shortage of power or fuel</li> <li>industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>the event was foreseeable by the Party seeking to rely on Force</li> </ul> <p>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</p>
<b>Former Supplier</b>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>
<b>Fraud</b>	<p>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.</p>

<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.

<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Supplier Trigger Event
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: (a) 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 (b) 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 (c) all other rights having equivalent or similar effect in any country or jurisdiction
<b>Intermediary</b>	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).
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

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

<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Performance Indicators</b>	The performance information required by the Buyer from the Supplier set out in the Order Form.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.

<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>induce that person to perform improperly a relevant function or activity</li> <li>reward that person for improper performance of a relevant function or activity</li> </ul> <p>commit any offence:</p> <ul style="list-style-type: none"> <li>under the Bribery Act 2010</li> <li>under legislation creating offences concerning Fraud</li> <li>at common Law concerning Fraud</li> </ul> <p>committing or attempting or conspiring to commit Fraud</p>

<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.

<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.
<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.



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

<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Trigger Event</b>	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Variation Impact Assessment</b>	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <p>details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;</p> <p>details of the cost of implementing the proposed variation;</p> <p>details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p>

	<p>a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
<b>Working Days</b>	<p>Any day other than a Saturday, Sunday or public holiday in England and Wales.</p>
<b>Year</b>	<p>A contract year.</p>

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## Schedule 7: UK GDPR Information

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

### Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED] – [england.dpo@nhs.net](mailto:england.dpo@nhs.net)

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

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

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

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>• Name,</li> <li>• Organisation,</li> <li>• Work email address</li> </ul>
Duration of the Processing	<p><i>For the duration of the contract.</i></p> <p><i>See contract expiry date in Part A:Order Form.</i></p>
Nature and purposes of the Processing	<p><i>GDPR Article 6(1) b – processing is necessary for the performance of a contract</i></p> <p><i>As part of the user registration process, users will be sent an automated email to complete their registration. This email will include details of how their data (name, organisation, and work email address) will be processed. Users will be required to confirm their consent to use of this data in order to complete their registration on the ProCure Club.</i></p>

Type of Personal Data	<ul style="list-style-type: none"> <li>• Name</li> <li>• Organisation</li> <li>• Work email address</li> </ul> <p><i>Users will also be able to enter some additional optional data if they wish including their:</i></p> <ul style="list-style-type: none"> <li>• <i>job title</i></li> <li>• <i>role on the project,</i></li> <li>• <i>Work contact number</i></li> <li>• <i>Work address.</i></li> </ul>
Categories of Data Subject	<p><i>NHS England Staff</i>  <i>NHS Trust Staff</i>  <i>ProCure23 Customers</i></p>
International transfers and legal gateway	<p>The Supplier shall store and access any Buyer Data either in the United Kingdom and United Kingdom Data Centres only or in any territory as permitted in accordance with any regulations for the time being in force made under section 17A of the Data Protection Act 2018 (adequacy decisions by the Secretary of State).</p>
Plan for return and destruction of the data once the Processing is complete	<p><i>Data will be stored for the duration of contract and destroyed within 30 days of contract completion, subject to retainer, retention or transfer requirements agreed between Buyer and Supplier in advance of termination.</i></p>

## Annex 2 - Joint Controller Agreement (NOT USED)

### Joint Controller Status and Allocation of Responsibilities

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 7 (Where one Party is Controller and the other Party is Processor) and paragraphs 17 to 27 of Schedule 7 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [select: Supplier or Buyer]:

- (a) is the exclusive point of contact for Data Subjects and is responsible for using all reasonable endeavours to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [select: Supplier's or Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

## 2. Undertakings of both Parties

1.1.2.1 The Supplier and Buyer each undertake that they shall:

- (a) report to the other Party every [x] months on:
  - (i) the volume of Data Subject Access Request (or purported Data Subject Access Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;

- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Framework Agreement during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Framework Agreement or is required by Law) that disclosure or transfer of Personal Data is otherwise considered to be lawful processing of that Personal Data in accordance with Article 6 of the UK GDPR or EU GDPR (as the context requires). For the avoidance of doubt, the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) use all reasonable endeavours to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;

- (h) ensure that it has in place Protective Measures as appropriate to protect against a Personal Data Breach having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Personal Data Breach;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Personal Data Breach.
- (k) where the Personal Data is subject to UK GDPR, not transfer such Personal Data outside of the UK unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
  - (i) the destination country has been recognised as adequate by the UK government in accordance with Article 45 of the UK GDPR or DPA 2018 Section 74; or
  - (ii) the transferring Party has provided appropriate safeguards in relation to the transfer (whether in accordance with Article 46 of the UK GDPR or DPA 2018 Section 75) as agreed with the non-transferring Party which could include relevant parties entering into the International Data Transfer Agreement (the “**IDTA**”), or International Data Transfer Agreement Addendum to the European Commission’s SCCs (“the **Addendum**”), as published by the Information Commissioner’s Office from time to time, as well as any additional measures;
  - (iii) the Data Subject has enforceable rights and effective legal remedies;
  - (iv) the transferring Party complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
  - (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data; and
- (l) where the Personal Data is subject to EU GDPR, not transfer such Personal Data outside of the EU unless the prior written consent of the non-transferring Party has been obtained and the following conditions are fulfilled:
  - (i) the transfer is in accordance with Article 45 of the EU GDPR; or



- (ii) the transferring Party has provided appropriate safeguards in relation to the transfer in accordance with Article 46 of the EU GDPR as determined by the non-transferring Party which could include relevant parties entering into Standard Contractual Clauses in the European Commission's decision 2021/914/EU or such updated version of such Standard Contractual Clauses as are published by the European Commission from time to time as well as any additional measures;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
- (iv) the transferring Party complies with its obligations under EU GDPR by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the non-transferring Party in meeting its obligations); and
- (v) the transferring Party complies with any reasonable instructions notified to it in advance by the non-transferring Party with respect to the processing of the Personal Data.

1.1.2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

### 3. Data Protection Breach

1.1.3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including using such reasonable endeavours as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the

Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

1.1.3.2 Each Party shall use all reasonable endeavours to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

1.1.4.1 The Supplier shall permit:

- (a) The Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) The Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Framework Agreement, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

1.1.4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

#### 5. Impact Assessments

1.1.5.1 The Parties shall:

provide all reasonable assistance to each other to prepare any Data Protection Impact Assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and

maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Framework Agreement, in accordance with the terms of Article 30 UK GDPR.

## 6. ICO Guidance

The Parties agree to take account of any non-mandatory guidance issued by the Information Commissioner, any relevant Central Government Body and/or any other regulatory authority. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner, any relevant Central Government Body and/or any other regulatory authority.

## 7. Liabilities for Data Protection Breach

1.1.7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("**Financial Penalties**") then the following shall occur:

if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clause 32 of the Framework Agreement (Managing disputes).

1.1.7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable,

the liability will be apportioned between the Parties in accordance with the decision of the Court.

1.1.7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

- (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
- (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
- (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

1.1.7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

## 8. Termination

If the Supplier is in material Default under any of its obligations under this Annex 2 (*Joint Controller Agreement*), the Buyer shall be entitled to terminate the Framework Agreement by issuing a Termination Notice to the Supplier in accordance with Clause 5.1.

## 9. Sub-Processing

1.1.9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Framework Agreement, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## 10. Data Retention

The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Framework Agreement), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.

# Schedule 8 (Corporate Resolution Planning)

## Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 6 (Glossary and interpretations):

<b>"Accounting Reference Date"</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"Annual Revenue"</b>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to</p>

	British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
<b>“Appropriate Authority” or “Appropriate Authorities”</b>	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
<b>“Associates”</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>"Cabinet Office Markets and Suppliers Team"</b>	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>“Control”</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
<b>“Corporate Change Event”</b>	<p>means:</p> <ul style="list-style-type: none"><li>any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li><li>any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;</li><li>any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;</li><li>a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</li><li>an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</li><li>payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of</li></ul>

	<p>the Supplier Group respectively in any 12 month period;</p> <p>an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
<b>"Corporate Change Event Grace Period"</b>	<p>means a grace period agreed to by the Appropriate Authority for providing CRP Information and/or updates to Business Continuity Plan after a Corporate Change Event;</p>
<b>"Corporate Resolvability Assessment (Structural Review)"</b>	<p>means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule;</p>



<b>“Critical National Infrastructure” or “CNI”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Service Contract”</b>	<p>means the overall status of the Services provided under the Call-Off Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;</p>
<b>“CRP Information”</b>	<p>means the corporate resolution planning information, together, the:</p> <p>(a) Exposure Information (Contracts List);</p> <p>(b) Corporate Resolvability Assessment (Structural Review); and</p> <p>(c) Financial Information and Commentary</p>

<b>“Dependent Parent Undertaking”</b>	means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Call-Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call-Off Contract;
<b>“FDE Group”</b>  <b>“Financial Distress Event”</b>	<p>means the [Supplier, Subcontractors, [the Guarantor]</p> <p>the credit rating of an FDE Group entity dropping below the applicable Financial Metric;</p> <p>an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</p> <p>an FDE Group entity committing a material breach of covenant to its lenders;</p> <p>a Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;</p> <p>any of the following:</p>

	<p>commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</p> <p>non-payment by an FDE Group entity of any financial indebtedness;</p> <p>any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</p> <p>the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity;</p> <p>or</p> <p>the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;</p> <p>in each case which the Buyer reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance and delivery of the Services in accordance with the Call-Off Contract; and</p> <p>any two of the Financial Metrics for the Supplier not being met at the same time.</p>
<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Public Sector Dependent Supplier”</b>	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;

<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and

<p><b>“UK Public Sector / CNI Contract Information”</b></p>	<p>means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1;</p>
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## Service Status and Supplier Status

This Call-Off Contract is not a Critical Service Contract.

The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team in writing within 5 Working Days of the Start Date and throughout the Call-Off Contract Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is [resolution.planning@cabinetoffice.gov.uk](mailto:resolution.planning@cabinetoffice.gov.uk).

The Buyer and the Supplier recognise that, where specified in the Framework Agreement, CCS shall have the right to enforce the Buyer's rights under this Schedule.

## Provision of Corporate Resolution Planning Information

Paragraphs 3 to 5 shall apply if the Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 or the Supplier is or becomes a Public Sector Dependent Supplier.

Subject to Paragraphs 3.6, 3.10 and 3.11:

where the Call-Off Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Start Date; and

except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9:

is full, comprehensive, accurate and up to date;

is split into three parts:

Exposure Information (Contracts List);

Corporate Resolvability Assessment (Structural Review);

Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at

<https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.

Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approve the CRP Information or that the Appropriate Authority or Appropriate Authorities reject the CRP Information.

If the Appropriate Authority or Appropriate Authorities reject the CRP Information:

the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 3.3 to 3.5 shall apply again to any resubmitted CRP

Information provided that either Party may refer any disputed matters for resolution under clause 32 of the Framework Agreement (Managing disputes).

Where the Supplier or a member of the Supplier Group has already provided CRP Information to a central government body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that central government body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.

If the Call-Off Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:



within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11) unless the Supplier is relieved of the consequences of the Financial Distress Event as a result of credit ratings being revised upwards;

within 30 days of a Corporate Change Event unless

the Supplier requests and the Appropriate Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Appropriate Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Appropriate Authority to enable it to understand the nature of the Corporate Change Event and the Appropriate Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or not required pursuant to Paragraph 3.10;

within 30 days of the date that:

the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or

none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

updated CRP Information has been provided under any of Paragraphs 3.8.1 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or  
not required pursuant to Paragraph 3.10.

Where the Supplier is a Public Sector Dependent Supplier and the Call-Off Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

Aa3 or better from Moody's;

AA- or better from Standard and Poors;

AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event due to credit ratings being revised upwards) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which

cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

## Termination Rights

The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 3 and either:

the Supplier fails to provide the CRP Information within 4 months of the Start Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or

the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP

Information under the Call-Off Contract, which shall be deemed to be an event to which Clause 18.4 applies.

## Confidentiality and usage of CRP Information

The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms no less stringent than those placed on the Buyer under paragraph 5.1 and incorporated Framework Agreement clause 34.

The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

redacting only those parts of the information which are subject to such obligations of confidentiality;

providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

summarising the information;

grouping the information;

anonymising the information; and

presenting the information in general terms

The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

## **ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST**

The Supplier shall:

provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

are with any UK public sector bodies including: central government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;

are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the contract with the end recipient; or

involve or could reasonably be considered to involve CNI;

provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts, which shall be included as embedded documents within the CRP Information or via a directly accessible link

## ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

The Supplier shall:

provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;

ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 and the dependencies between each.

## ANNEX 3: Financial information AND COMMENTARY

The Supplier shall:

provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Appropriate Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and

ensure that the information is presented in a simple, effective and easily understood manner.

For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Appropriate Authority remains protected by confidentiality).

# Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

Contract Details		
This variation is between:	<b>[insert name of Buyer] ("the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: Buyer/Supplier]	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
A Variation Impact Assessment shall be provided within:	<b>[insert number]</b> days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <b>[Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b>	
Financial variation:	Original Contract Value:	<b>£ [insert amount]</b>
	Additional cost due to variation:	<b>£ [insert amount]</b>
	New Contract value:	<b>£ [insert amount]</b>



This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address