

# G-Cloud 13 Call-Off Contract

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

**G-Cloud 13 Call-Off Contract**

Part A: Order Form 2

Part B: Terms and conditions 15

Schedule 1: Services 36

Schedule 2: Call-Off Contract charges 37

Schedule 3: Collaboration agreement 38

Schedule 4: Alternative clauses 40

Schedule 5: Guarantee 45

Schedule 6: Glossary and interpretations 46

Schedule 7: UK GDPR Information 64

Annex 1: Processing Personal Data 64

Appendix A: Order Forms 68

# Part A: Order Form

|  |  |
| --- | --- |
| **Platform service ID number** | 471467006276671 |
| **Call-Off Contract reference** | Ecm\_11350 |
| **Call-Off Contract title** | Strategic Modern Analytical Tooling |
| **Call-Off Contract description** | Cloud based, Hosted, Managed, Service (HMS) of the SAS analytical tooling, SAS Viya. |
| **Start date** | 30th December 2023 |
| **Expiry date** | 29th December 2026 |
| **Call-Off Contract** (Initial Term) Value: | £20,907,372 excluding VAT |
| **Charging method** | Fixed Price (Subject to Change Procedure in Schedule 2) |
| **Purchase order number** | To be provided post contract signature |

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

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

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

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

|  |  |
| --- | --- |
| **From the Buyer** | Department for Work & Pensions    \*Redacted |
| **To the Supplier** | SAS Software Ltd  \*Redacted  Company Reg: 01316437 |
| **Together the ‘Parties’** | |

### Principal contact details

**For the Buyer:**

Title: Delivery Manager

Name: \*Redacted

Email: \*Redacted

Phone: \*Redacted

**For**

**the Supplier:**

Title: Account Director

Name: \*Redacted

Email: \*Redacted

Phone: \*Redacted

### Call-Off Contract term

|  |  |
| --- | --- |
| **Start date** | This Call-Off Contract Starts on 30th December 2023and is valid for 36 months across the initial term. |
| **Ending**  **(termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a maximum of 30days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | This Call-Off Contract can be extended by the Buyer for oneperiod of up to 12 months, by giving the Supplier 30 dayswritten notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.  The extension period value shall be up to a maximum value of £8,244,147 (ex VAT) and if fully extended the Total Contract Value would be £29,151,521 (ex VAT)  Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.  If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:  [https://www.gov.uk/service-manual/agile-delivery/spend-contr ols-check-if-you-need-approval-to-spend-money-on-a-service](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) |

### Buyer contractual details

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

|  |  |
| --- | --- |
| **G-Cloud Lot** | This Call-Off Contract is for the provision of Services Under:   * Lot 2: Cloud Software |
| **G-Cloud Services required** | The Services to be provided by the Supplier under the above Lot are based on Framework Schedule 4 items outlined in the below list of Services:   * Planning * Training * Set Up and Migration * Ongoing Support * Security Services * Quality Assurance and Performance Testing     Each of the above Framework Schedule 4 items being intended to be provided in respect of the Supplier Service Offering (further details of which are) enclosed below:      And, in each case, the above items having been procured from the Supplier by the Buyer as further set out in this Call Off Contract.  All Services shall be provided for the Buyer, by the Supplier during the Term of this Call Off Contract, subject to and in accordance with the provisions of this Call Off Contract, which shall include those Framework Terms as specifically incorporated to this Call Off Contract in accordance with the provisions of Section 2 of Part B (Incorporation of Terms) below. |
| **Additional Services** | Not Applicable |
| **Location** | The Services will be delivered to :  \*Redacted  Other DWP Digital locations will be used in the delivery of the service. |
| **Quality Standards** | The quality standards required for this Call-Off Contract are detailed in the Suppliers Service Offering 113341609135147 and in the Order Forms under Schedule 1 :Services |
| **Technical Standards:** | The Technical Standards applicable to this contract are in accordance with the Supplier Service Offering 113341609135147. |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are set out in the **SAS HMS Service Level Warranty Addendum** Document <https://www.sas.com/slw-hms> /  **NB: All SAS documents relevant to this GCloud Call Off Contract HMS Service are set out the SAS Order Form at Schedule 1 under the heading “How This Order Form Works”** |
| **Onboarding** | The onboarding plan for this Call-Off Contract is to be agreed between the supplier and DWP Digital and in accordance with the details set out in the Supplier Service Offering 113341609135147**.** |

|  |  |
| --- | --- |
| **Offboarding** | The offboarding plan for this Call-Off Contract is to be agreed between the supplier and DWP Digital and in accordance with the Supplier Service Offering 113341609135147. |
| **Collaboration agreement** | N/A |
| **Limit on Parties’ liability** | Subject to and in accordance with Clause 24.1 of Part B to this Call Off Contract, the liability of both Parties, in respect of Defaults by either party, resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125**%** of the Charges payable under this Call Off Contract per year (% value to be calculated as 125% of the Charges payable in the contract year in which the Default occurs).  Except in respect of Losses arising from a breach of the Data Protection Legislation, which shall be as set out in Framework Agreement clause 28 (and subject to the £10mn Data Protection Liability Cap), then, subject to and in accordance with Clause 24.1 of Part B to this Call Off Contract, the annual total liability of the Supplier to the Buyer, for all other Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125**%** of the Charges payable by the Buyer to the Supplier per year during the Call-Off Contract Term (%value to be calculated as 125% of the Charges payable in the contract year in which the Default occurs).  The annual total liability of the Supplier for all other Defaults will  not exceed 125**%** of the Charges payable by the Buyer to the Supplier per year during the Call-Off Contract Term (%value to be calculated as 125% of the Charges payable in the contract year in which the Default occurs). |
| **Insurance** | The Supplier insurance(s) required will be:   * a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract * professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) * employers' liability insurance with a minimum limit of   £5,000,000 or any higher minimum limit required by Law |
| **Buyer’s responsibilities** | The Buyer is responsible for:   * Provide all hardware, software, licensing, tooling, repositories, communications, infrastructure, remote access to systems, security controls, documentation, and environments as necessary to enable the Supplier to provide the Services prior to onboarding. * Provide access to documentation and people (including access to subject matter experts) required by the Supplier to provide the Services, including input and availability of SMEs/Stakeholders as required. * Upon reasonable request by the Supplier, provide reasonable support and co-operation to the Supplier. * Ensure Buyer staff have sufficient capacity to support, as may be required by the Supplier, this programme’s delivery to the indicative timescales described. * Manage dependencies with wider Buyer governance and assurance processes, and other government departments and third parties (as necessary). * Notify the Supplier of any specific legal or regulatory requirements that the Supplier must comply with in providing the Services beyond the usual legal requirements applicable to a provider of IT services and business consultancy. * Prior to commencement of Services and subsequently upon any new members of Supplier Staff joining, provide Supplier Staff with a briefing on the Buyer’s security procedures to be followed during the provision of the Services. * Provide security oversight and guidance for Supplier’s Services and Supplier Staff to ensure the Supplier is aware of any relevant changes, updates or training relating to the security of the provision of Services. * Ensure that the Supplier’s Services are compliant with the Buyer’s security policies * Using its reasonable endeavours to ensure that the Buyer provides and makes available anything (or, as applicable procures the provision or availability of those things) which the Supplier reasonably requires of the Buyer (or a Buyer related stakeholder party or supplier), in order for Supplier to be able to provide the Services hereunder. |
| **Buyer’s equipment** | The Buyer’s equipment to be used with this Call-Off Contract includes DWP Laptops to allow access to the buyers systems and other related IT equipment. The necessary Software and access will be included for the purposes of delivering the service.  Reason:  For the purposes of planning and instructing DWP Digital in onboarding the service. |

### Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners** | The following is a list of the Supplier’s Subcontractors or Partners  Microsoft Azure |

### Call-Off Contract charges and payment

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

|  |  |
| --- | --- |
| **Payment method** | The payment method for this Call-Off Contract is **BACS** |
| **Payment profile** | The payment profile for this Call-Off Contract is **annual** at the beginning of each contract year. |
| **Invoice details** | The Supplier will issue electronic invoices in line with the payment profile. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |
| **Who and where to send invoices to** | Electronic Invoices (attached to E-Mails) should be sent to:  \*Redacted  Paper invoices should be sent to;  \*Redacted  A copy should also be emailed to the Authority Principle Contact. |
| **Invoice information required** | All invoices must include:   * Valid purchase order number; * All files/invoices must be in PDF format; * One PDF per invoice – all supporting documentation must be included within the single PDF; * Supplier should not attach additional/separate supporting documentation as a separate file.   Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above). |
| **Invoice frequency** | Invoice will be sent annually |
| **Call-Off Contract value** | The Call-Off Contract value is:  Initial 36 Month Term - £20,907,374 (ex VAT)  Optional 12-month Extension - £8,224,147 (ex VAT)  Total: £29,151,521 (ex VAT)  PLUS:  Optional Uplift (subject to conditions stated in Schedule 2) - £3,000,000 (ex VAT)  Maximum Total Possible Contract Value - £32,151,521 (ex VAT) |
| **Call-Off Contract charges** | See Schedule 2: Call-Off Contract charges |

### Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the** **Service** | The Performance of the Service shall be in accordance with the Supplier Service Offering 113341609135147 and in the Order Forms under Schedule 1 :Services |
| **Guarantee** | N/A |
| **Warranties, representations** | No additional Warranties required beyond Framework clause 2.3 |
| **Supplemental requirements in addition to the Call-Off** **terms** | Within the scope of the Call-Off Contract, the Supplier will:   1. Comply with Baseline Personnel Security Standard / Government Staff Vetting Procedures in respect of all persons who are employed or engaged by the Supplier in provision of this Call-Off Contract prior to each individual beginning work with the Buyer. This is not a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The Supplier will show evidence of these security clearances should the Buyer need sight of such evidence at any time. A Guide for DWP Suppliers’ had been prepared and attached below.      1. Subject to item 3 below, the Supplier and Buyer will agree which roles and how many of the Supplier Personnel need to be sponsored for SC clearance with a reasonable time following the Call Off Contract execution date (having due regards to the time needed to conclude the process in context of any dates by which SC clearance will be required in order to avoid risk to any aspects of the Services performance, which DWP require Supplier personnel to have obtained SC clearance prior to commencement of). 2. The Buyer will sponsor Supplier staff for SC clearance. To the extent relevant to any role identified under point 2, the Supplier will ensure it uses reasonable endeavours to deploy only Supplier Staff who are SC clearable, prior to provide Services for the Buyer. The Buyer will provide guidance to the Supplier on which aspects of work cannot be carried out by Supplier personnel until they have been successful in obtaining SC clearance. The Supplier will ensure compliance with these requirements. The Supplier will show evidence of these security clearances should the Buyer need sight of such evidence at any time. A Guide for DWP Suppliers’ had been prepared and attached above. |
| **Alternative clauses** | Not Applicable |
| **Buyer specific**  **amendments**  **to/refinements of the Call-Off Contract terms** | Not Applicable |
| **Personal Data and** **Data Subjects** | Schedule 7 is being used: Annex 1.  Refer to Schedule 7 Annex 1 for detail. |
| **Intellectual Property** | Not Applicable |
| **Social Value** | As per G-Cloud 13 Service Offering Framework [SAS Viya Advanced - Digital Marketplace](https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/113341609135147) |

### 1. Formation of contract

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

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

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

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

### 2. Background to the agreement

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

|  |  |  |
| --- | --- | --- |
| **Signed** | Supplier | Buyer |
| **Name** | \*Redacted | \*Redacted |
| **Title** | \*Redacted | \*Redacted |
| **Signature** |  |  |
| **Date** |  |  |

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

## Customer Benefits

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

[G-Cloud 13 Customer Benefit Record](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u)

# Part B: Terms and conditions

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

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

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

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

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

### 2. Incorporation of terms

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

* 2.3 (Warranties and representations)
* 4.1 to 4.6 (Liability)
* 4.10 to 4.11 (IR35)
* 10 (Force majeure)
* 5.3 (Continuing rights)
* 5.4 to 5.6 (Change of control)
* 5.7 (Fraud)
* 5.8 (Notice of fraud)
* 7 (Transparency and Audit)
* 8.3 (Order of precedence)
* 11 (Relationship)
* 14 (Entire agreement)
* 15 (Law and jurisdiction)
* 16 (Legislative change)
* 17 (Bribery and corruption)
* 18 (Freedom of Information Act)
* 19 (Promoting tax compliance)
* 20 (Official Secrets Act)
* 21 (Transfer and subcontracting)
* 23 (Complaints handling and resolution)
* 24 (Conflicts of interest and ethical walls)
* 25 (Publicity and branding)
* 26 (Equality and diversity)
* 28 (Data protection)
* 31 (Severability)
* 32 and 33 (Managing disputes and Mediation)
* 34 (Confidentiality)
* 35 (Waiver and cumulative remedies)
* 36 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

* + 1. a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’
    2. a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a reference to ‘the Buyer’
    3. a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
  1. The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
  2. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.
  3. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

### 5. Due diligence

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

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

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

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

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

### 6. Business continuity and disaster recovery

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

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

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

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

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

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

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

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

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

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

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

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

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

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any

undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

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

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

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

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

### 9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

### 10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause

34. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

### 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party

shall acquire any right, title or interest in or to the Intellectual Property Rights (“IPR”s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

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

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

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

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

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

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

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

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

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

* + 1. rights granted to the Buyer under this Call-Off Contract
    2. Supplier’s performance of the Services
    3. use by the Buyer of the Services

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

* + 1. modify the relevant part of the Services without reducing its functionality or performance
    2. substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
    3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

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

* + 1. the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Call-Off Contract
    2. other material provided by the Buyer necessary for the Services

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

### 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject

(within the timescales required by the Buyer)

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

[https://www.gov.uk/government/publications/security-policy-framework](https://www.gov.uk/government/publications/security-policy-framework ) and the Government Security Classification policy: https:/www.gov.uk/government/publications/government-securityclassifications

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

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

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

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

### 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code->

[of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

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

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

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN

Authority considers there is a risk to the PSN’s security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise[.](https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary)

### 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:

* + 1. return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
    2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
    3. stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
    4. destroy all copies of the Buyer Data when they receive the Buyer’s written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
    5. work with the Buyer on any ongoing work
    6. return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
  1. 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.
  2. All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

### 20. Notices

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

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

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

### 21. Exit plan

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

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

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

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

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

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

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

### 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

### 23. Force majeure

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

### 24. Liability

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

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

Supplier's liability:

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

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

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

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

24.4 When calculating the Supplier’s liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

### 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

### 26. Equipment

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

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

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

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

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

### 28. Environmental requirements

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

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

### 29. The Employment Regulations (TUPE)

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

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer’s request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

1. 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.

* 1. 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.
  2. The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
  3. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
     1. its failure to comply with the provisions of this clause
     2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
  4. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
  5. For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

### 32. Variation process

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

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

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

### 33. Data Protection Legislation (GDPR)

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

reproduced in this Call-Off Contract document at Schedule 7.

# Schedule 1: Services

The Supplier will provide SAS Viya Advanced Hosted Managed Service, as described in the G-Cloud Service Offering, service ID: 113341609135147. Order Forms are embedded below:

\*Redacted

See Appendix A for Order Forms in full.

# 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:

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Initial Contract Term** (All prices exclusive of VAT) | | | | |
|  | **Year 1** | **Year 2** | **Year 3** | **Totals** |
| HMS for SAS Viya 4 | £6,311,724 | £6,578,130 | £6,839,438 | £19,729,292 |
| Startup costs | £174,096 |  |  | £174,096 |
| ADaaS costs | £307,761 | £333,921 | £362,304 | £1,391,651 |
| **Maximum Contract Value** |  |  |  | **£20,907,374** |

|  |  |
| --- | --- |
| **Optional Contract Terms** (All prices exclusive of VAT) | |
|  | **Year 4 (optional)** |
| HMS for SAS Viya 4 | £7,856,482 |
| ADaaS costs | £387,665 |
| Optional Initial Term Uplift | £3,000,000 |
| **Maximum Contract Value** | **£11,244,147** |

The optional Initial Term Uplift Value of up to £3,000,000 (ex VAT) is uncommitted and subject to budgetary approvals and restrictions and it will at the Buyer’s sole discretion on whether or not to exercise it. Any such uplift or extension will be subject to agreement by the parties in accordance with the variation process.

Costs are Fixed Price, for the Fixed Scope as set out on the SAS Order Forms at Schedule 1. Within the Fixed Price, the Supplier shall deliver the relevant Software and Hosted Managed Services for the System during the Call Off Contract Term and shall host, provision and make available the System for the use of the Buyer during the Term of this Call Off Contract, according to the parameters of the Fixed Scope for the System set out in Schedule 1.

To the extent the Buyer requires Supplier to make any changes to the parameters of the Fixed Scope for the Service (a “Change”), for example (without limitation) because of a Buyer requirement for increases to any of the specified System sizes set out in Schedule 1, such as increasing the total storage volumes for, or a requesting additional virtual infrastructure Server capacity, then the Buyer acknowledges additional charges may apply in additional to the Fixed Price set out in Schedule 1.

In such circumstances the Parties shall follow an agreed Service Change procedure (the “Change Request Procedure”), to enable the parties to determine the specific requirements for each Change, to assess and set out any impact to the Price of the Services arising from implementation of the Change by Supplier and to determine any other relevant factors including (but not necessarily limited to) any impact to the Services if the change is not implemented by the Buyer, which the Buyer may need to take into consideration when determining if it wish to proceed with a particular Change.

Prior to implementing any Change, the parties shall execute an appropriate variation to this Call Off Contract (the “Change Order”) setting out any agreed additional Fees which shall be applied in addition to the Fixed Price set out in Schedule 1, in consideration for the Supplier Implementing such Changes, for the remaining duration of the Initial Term of this Call Off Contract. Each Change Order shall be based on an output from the Change Request Procedure.

Unless and until the parties have executed a Change Order agreeing the variations to the Fixed Scope and Fixed Price of the Services set out in Schedule 1, then neither party shall be obliged in any way in relation to implementing any Change and the Supplier shall not implement any Change for which an executed Change Order has not been executed, with Services continuing to be provided at the same Fixed Scope and Fixed Price parameters as already apply until a Change. is authorised and agreed by the parties as set out in a Change Order.

# Schedule 3: Collaboration agreement

Not used.

## Schedule 4: Alternative clauses

### 1. Introduction

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

### 2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

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

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

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

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

2.1.6 References to “tort” will be replaced with “delict” throughout

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

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

#### 2.3 Discrimination

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

* Employment (Northern Ireland) Order 2002
* Fair Employment and Treatment (Northern Ireland) Order 1998
* Sex Discrimination (Northern Ireland) Order 1976 and 1988
* Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
* Equal Pay Act (Northern Ireland) 1970
* Disability Discrimination Act 1995
* Race Relations (Northern Ireland) Order 1997
* Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
* Employment Equality (Age) Regulations (Northern Ireland) 2006
* Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
* Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
* The Disability Discrimination (Northern Ireland) Order 2006
* The Employment Relations (Northern Ireland) Order 2004
* Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
* Employment Relations (Northern Ireland) Order 2004 ● Work and Families (Northern Ireland) Order 2006

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

* 1. persons of different religious beliefs or political opinions
  2. men and women or married and unmarried persons
  3. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
  4. persons of different racial groups (within the meaning of the Race

Relations (Northern Ireland) Order 1997)

* 1. persons with and without a disability (within the meaning of the

Disability Discrimination Act 1995)

* 1. persons of different ages
  2. persons of differing sexual orientation

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

#### 2.4 Equality policies and practices

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

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

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

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

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

1. 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
2. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

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

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

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

#### 2.5 Equality

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

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

#### 2.6 Health and safety

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

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

#### 2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising

directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the

Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer’s cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

## Schedule 5: Guarantee

Not used

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

|  |  |
| --- | --- |
| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| **Data Protection Impact** **Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| **Data Protection** **Legislation (DPL)** | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to  the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy. |
| **Data Subject** | Takes the meaning given in the UK GDPR |
| **Default** | Default is any:   * breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) * other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract   Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) . |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental**  **Information Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information  Commissioner or relevant government department about the regulations. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |

|  |  |
| --- | --- |
| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| **Employment Status** **Indicator test tool or ESI tool** | The HMRC Employment Status Indicator test tool. The most up-todate version must be used. At the time of drafting the tool may be found here:  [https://www.gov.uk/guidance/check-employment-status-fortax](https://www.gov.uk/guidance/check-employment-status-for-tax) |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any:   * acts, events or omissions beyond the reasonable control of the affected Party * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare * acts of government, local government or Regulatory Bodies * fire, flood or disaster and any failure or shortage of power or fuel * industrial dispute affecting a third party for which a substitute third party isn’t reasonably available   The following do not constitute a Force Majeure event:   * any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain * any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure * the event was foreseeable by the Party seeking to rely on Force   Majeure at the time this Call-Off Contract was entered into   * any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.13 together with the Framework Schedules. |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or |

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

|  |  |
| --- | --- |
| **Information security management system** | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| **Inside IR35** | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |

|  |  |
| --- | --- |
| **Insolvency event** | Can be:   * a voluntary arrangement * a winding-up petition * the appointment of a receiver or administrator * an unresolved statutory demand * a Schedule A1 moratorium * a Dun & Bradstreet rating of 10 or less |
| **Intellectual Property** **Rights or IPR** | Intellectual Property Rights are:   * copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information * applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction * all other rights having equivalent or similar effect in any country or jurisdiction |
| **Intermediary** | For the purposes of the IR35 rules an intermediary can be:   * the supplier's own limited company * a service or a personal service company ● a partnership   It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **IPR claim** | As set out in clause 11.5. |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |

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

|  |  |
| --- | --- |
| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended. |
| **Order** | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| **Order Form** | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |
| **Ordered G-Cloud** **Services** | G-Cloud Services which are the subject of an order by the Buyer. |
| **Outside IR35** | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| **Party** | The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly. |
| **Personal Data** | Takes the meaning given in the UK GDPR. |
| **Personal Data Breach** | Takes the meaning given in the UK GDPR. |
| **Platform** | The government marketplace where Services are available for Buyers to buy. |
| **Processing** | Takes the meaning given in the UK GDPR. |
| **Processor** | Takes the meaning given in the UK GDPR. |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:   * induce that person to perform improperly a relevant function or activity * reward that person for improper performance of a relevant function or activity * commit any offence: o under the Bribery Act 2010   + under legislation creating offences concerning Fraud o at common Law concerning Fraud   + committing or attempting or conspiring to commit Fraud |

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

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

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

## Schedule 7: UK GDPR Information

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

## Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the

Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

The contact details of the Buyer’s Data Protection Officer are:

\*Redacted

1.2 The contact details of the Supplier’s Data Protection Officer are: \*Redacted

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

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

|  |  |
| --- | --- |
|  |  |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:  Encrypted and obfuscated personal data will be included that prevents the supplier from accessing any sensitive and/or Personally Identifiable Information (PII). |

|  |  |
| --- | --- |
| Duration of the Processing | For the duration of the contracted term, including any extension periods executed |
| Nature and purposes of the Processing | To facilitate the fulfilment of the Supplier’s obligations arising under this Framework  Agreement including   1. Ensuring effective communication between the Supplier and CSS 2. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6 3. To facilitate the fulfilment of the DWP requirements of Data for Analysis that:  * informs policy development * supports legislative and parliamentary process * supplies performance metrics * monitors projected labour market, benefit, and social trends to forecasts benefit caseloads and expenditure |
| Type of Personal Data | Includes:  i. Contact details of, and communications with, CSS staff concerned with  management of the Framework Agreement |

|  |  |
| --- | --- |
|  | 1. Contact details of, and communicationswith, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework   Agreement,   1. Contact details, and communicationswith, Sub-contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the   Framework Agreement |
| Categories of Data Subject | Includes:   1. CSS staff concerned with management of the Framework Agreement 2. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement 3. Sub-contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Agreement 4. Supplier staff concerned with fulfilment of the Supplier’s obligations arising under this   Framework Agreement   1. Encrypted and obfuscated data relating to claimant and dependents as well as potential claimants and their data is processed from other government departments and partner organisations. 2. Encrypted and obfuscated Employee and Employer data of DWP members of staff, Contractors and Sub contractors concerned with the fulfilment of DWP delivery, operational and other fulfilment of DWP responsibilities. |
| Plan for return and destruction of the data  once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off  Contract arising hereunder |

# Appendix A: Order Forms

  **Order Form**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SAS Software Limited (“**SAS**”)  \*Redacted |  | Customer: | DEPARTMENT FOR WORK AND PENSIONS (“**Customer**”) | |
|  | Address: | \*Redacted | |
|  |
|  | Taxpayer ID/VAT/GST Number: | | Currency:  GBP |

**SAS Cloud Services**

The Subscription Period will begin on the date that SAS notifies the Customer that the System is available for access. However, if this Order Form is for a renewal of a SAS Cloud Offering for which Customer has access to an existing System, the effective date is the day following the end of the prior Subscription Period.

| **Offering** | | **Pricing Metrics, Quantity and Other Usage Parameters** |
| --- | --- | --- |
| **Hosted Managed Services** | SAS will provide the HMS in a System that includes the Software listed below and other Software as determined by SAS, which Customer may use solely in accordance with this Order Form. | |  | | --- | | HMS Total Users (280) | | HMS Concurrent Users (50) | | HMS Storage (2TB) | | HMS Retention Period (2 months) | | Production Environments (1) | | Non-Production Environments (1) | |
| |  |  |  | | --- | --- | --- | | SAS® Viya® Advanced | |  | | --- | | Authorized SAS User (100) | | | SAS Visual Statistics | |  | | --- | | Authorized SAS User (840) | | | SAS Studio Analyst | |  | | --- | | Authorized SAS User (840) | | | SAS Information Governance | |  | | --- | | Authorized SAS User (840) | | | SAS Data Engineering | |  | | --- | | Authorized SAS User (30) | | | |

**Term and Fees**

| **Term** | **Fee** | **Committed Period** | **Option Period** |
| --- | --- | --- | --- |
| Subscription Period 1 | £6,311,724 | √ |  |
| Subscription Period 2 | £6,578,130 | √ |  |
| Subscription Period 3 | £6,839,438 | √ |  |
| Subscription Period 4 | £7,856,482 |  | √ |

**Invoicing**

Fees will be invoiced in advance of each Period.

**Pricing Metrics and Additional Usage Parameters**

|  |
| --- |
| * **Authorized SAS User** - The Fee is based on the total number of Authorized SAS Users. “**Authorized SAS User**” means an individual User, identified by a unique User ID, who is authorized by Customer to use the Offering for tasks other than solely viewing or interacting with reports created by Authorized SAS Users (“**Reports**”). There is no limit on the number of individuals authorized to view or interact with Reports. |
| * **Enterprise Use -**For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment. |
| * **HMS Concurrent Users** – The infrastructure sizing is based on the maximum number of HMS Total Users who may access the System at any given time during the applicable HMS Period. |
| * **HMS Retention Period** - The period for which the back-up data will be stored in a single production environment. |
| * **HMS Storage** - The Fees are based on the amount of data storage for all System environments combined. |
| * **HMS Total Users -** The infrastructure sizing is based on the number of Users (not concurrent) who may access the System during the applicable HMS Period. |
| * **Non-Production Environments** – The Fee is based on the total number of environments that Customer may use solely for non-production purposes. |
| * **Production Environments** – The Fee is based on the total number of environments that Customer may use for production purposes. * **Continued Use of Existing Software**  - The license to SAS 9.4 (the “**Existing Software**”) under Supplement Number 20 (“**Ordering Document**”) terminates upon commencement of the Subscription Period under this Order Form in order to migrate to the HMS. Customer may continue to use the Existing Software for existing production activities, subject to the terms of the Ordering Document, until the migration to the HMS is complete and will then delete the Existing Software. SAS shall also allow the Customer the continued use of the software licensed under pages 1 – 8 of Supplement Number 12 until 30 June 2024. For clarity, the SAS Viya 3.5 software licensed under Supplement Number 20 shall terminate on 29 December 2023 and the Customer shall not be permitted to use the SAS Viya 3.5 software beyond 29 December 2023. * Upon request from SAS, Customer may participate in reference activities to assist in the promotion of SAS’ products and services to potential customers. SAS may also list Customer as a SAS customer in SAS’ annual report or other materials.   SAS will provide a cloud environment located in the United Kingdom (“UK”) to provide the Hosted Managed Service. As soon as Customer will transmit data as part of the Customer Material to the System SAS will restrict the access to the data to personnel based in the UK to support the national data sovereignty. In extraordinary cases during the initial 3 months term of the contract 30th Dec 2023 - 30th March 2024, a SAS expert for product development or IT configuration outside of the UK may require access to the System. This access which could provide the possibility to access customer data will only be granted upon Customer’s prior approval and for a limited period of time to fulfil a specific task.  System Backups are taken purely for the purpose of system recovery from a significant incident or outage. User data rollbacks requested by the customer as the result of user actions will result in the Change process being invoked.  The Service Level Agreement (SLA) will be applicable only during the hours of 8am – 6pm on UK business days. |
|  |

**Training**

| **Offering** | **Pricing Metrics, Quantity and Other Usage Parameters** | **Fee** |
| --- | --- | --- |
| SAS Premium Learning Subscription | |  | | --- | | SAS Premium Learning Subscription  (Unlimited Total Learning Users) | | Training Terms and Conditions | | Included in the fee above |

**Pricing Metrics and Additional Usage Parameters**

|  |
| --- |
| * **Enterprise Use -**For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment. |
| * **Total Learning Users** - The Fee is based on the total number of Users (not concurrent) who access the training during the applicable subscription period. |
| * **Training Terms and Conditions –** The Offering is subject to the additional terms available at <https://www.sas.com/training-tc>/trainig-tc1/ |

**How this Order Form Works**

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the “**Agreement**”:

| **Document** | **Location\*** |
| --- | --- |
| This Order Form | Not Applicable |
| Hosted Managed Services Addendum | <https://www.sas.com/addendum-hms> /addendum-hms1/ |
| Hosted Managed Services Service Level Warranty Addendum | <https://www.sas.com/slw-hms> /slw-hms1/ |
| SAS Universal Terms | <https://www.sas.com/universal-terms> /universal-terms1/ |

|  |
| --- |
| **SAS INTERNAL USE:**  5926280 COMIT |

LGL5723/Sept21

Order Form Number:

 **Order Form**

|  |  |  |  |
| --- | --- | --- | --- |
| SAS Software Limited (“**SAS**”)  \*Redacted | Customer:    Department For Work And Pensions (“Customer”) | | |
| Address:  \*Redacted | | |
| Taxpayer ID/VAT/GST Number: | Territory: | Currency: |

**Integrated Support Services** **For SAS Viya HMS – Fixed Fee defined in Order Form 2023-015757**

**1.0 Introduction:** This Order Form details the Integrated Support Offering which includes Enhanced Support and remote SAS Application Managed Services for the Department for Work and Pensions in support of their SAS Viya Hosted Platform as defined in Order Form 2023-015757. This Order Form will provision Services to allow ongoing support for the proposed Term.

**2.0 Description of the Services; Resources.**

SAS will provide Services for the Software in the United Kingdom. A comprehensive description of the Services is set forth. To ensure efficient communication, the language for the delivery of the Services will be English.

1. **Table: Included Services.** The Services consist of:

|  |  |  |
| --- | --- | --- |
| **SAS Integrated Services** | | **Description** |
| SAS Service Delivery Manager (SDM) | Governance | Act as single point of Contact for Customer during the Term.  Customer will work with the SDM within thirty (30) days of the Effective Date, and once every month thereafter to complete Service Review Meeting. |
| Support Management |
| SAS Application Management Services | Remote SAS Application Management Support for proposed environments as defined in this agreement for the Term. | 9 a.m. to 5.30 p.m. Monday to Friday, excluding bank holidays and weekends (“Business Days GMT”). |
| SAS Premium Support | SAS will provide SAS Premium Technical Support for the specified Software for the fixed term specified in the Order Form.  pts1 | SAS Premium Technical Support is subject to the guidelines available at <https://support.sas.com/en/technical-support/services-policies/guidelines-for-premium-support.html>./ |

In exchange for customer paying applicable fees and taxes defined in Order Form 2023-015757, SAS will provide services on a fixed fee basis as set forth below:

* Year 1 - 30th December 2023 to 29th December 2024 - Up to two hundred and eighty-four (284) Normal Working Days towards the provision of SAS Application Management service for the HMS Viya 4 environment.
* Year 2 - 30th December 2024 to 29th December 2025 - Up to three hundred and forty-four (344) Normal Working Days towards the provision of a SAS Application Management services for the HMS Viya 4 environment.
* Year 3 - 30th December 2025 to 29th December 2026 - Up to three hundred and forty-four (344) Normal Working Days towards the provision of a SAS Application Management services for the HMS Viya 4 environment.
* Optional Year 4 SAM Support Services - 30th December 2026 to 29th December 2027 - Up to three hundred and forty-four (344) Normal Working Days towards the provision of a SAS Application Management services for the HMS Viya 4 environment. Unless the customer should choose not to renew for the Year 4 period this agreement shall terminate on 29th December 2026 aligned to the Term as defined in Order Form 2023-015757.

The scope of services cannot be varied in the absence of a written variation to this Order Form being executed by the Parties. Unless a written variation is signed setting out the specific variations to any scope, then SAS shall have no obligation to provide anything other than Services up to the total Services set out here in nor SAS shall be obligated to provide any alternative services, whether in the event that DWP do not elect to the consume all the above services or otherwise.

**Service Summary:**

Days provisioned under this agreement shall be directed towards the following activities:

**SAS Delivery Manager (SDM)**

SAS will assign a SAS Delivery Manager to DWP who will communicate with the Customer Service Owner to ensure successful transition and provide Governance and Communications framework for ongoing service Management Review as defined in Table A above.

SAS will provide Customer with Services reports which provide information on Open Issues and other information as mutually agreed upon by the parties regarding the Services. Such reports will be provided in a format and on a schedule agreed upon by the parties.

* 1. The Service Management Group will meet after first 30 days and then monthly and follow the respective agenda.
  2. Both parties may invite other attendees as required to address agenda items notified in advance to the SDM

The following format and objectives shall be utilized for the monthly service review meetings as part of the SDM support management framework.

|  |  |  |  |
| --- | --- | --- | --- |
| Review | Attendees | Description | Agenda |
| Initial one of 30 days Service Review Meeting | **the customer**  Technical Service Owner  **Supplier:**  SDM – SAS | Operational review of first month | 1.   Review and approval of monthly report  2.   Outstanding actions  3.   Set date of next meeting |
| Ongoing Monthly Support/Governance Review Meeting | **the customer**  Technical Service Owner Head of Service Operations  Other attendees as agreed  **Supplier:**  SDM - SAS  Administrator - SAS | Operational review of previous Month | 1.   Review and approval of monthly report  2.   Outstanding actions  3.   Set date of next meeting |

**SAS Remote Application Services**

SAS will provide SAS Application support Services in of the Customer Resources. The Services will be provided remotely using UK resources including:

* Embedded incident/problem workflow, escalation, communication and reporting processes
* Manage request/ incident/problem resolution lifecycle (detection, diagnosis, escalation, progress reporting, repair and recovery, knowledgebase updates)
* Provide guidance and corrections where applicable
* Ensure incident resolution activities conform to defined change control procedure
* The SAS Application Services is a Remote service and utilises the expertise in supporting the Customer Team.

**SAS Premium Technical Support**

SAS will provide SAS Premium Technical Support for the specified Software for the fixed term specified in the Order Form. SAS Premium Technical Support may be purchased for additional annual Terms by SAS sending an invoice for the applicable Fee and Customer paying the invoice or by the parties entering into a new Order Form. SAS Premium Technical Support is subject to the guidelines available at <https://support.sas.com/en/technical-support/services-policies/guidelines-for-premium-support.html>./

**3.0 Out of Scope**

The following services are out of scope of this Agreement, however some of the following services can be provided by SAS subject to a separate agreement and payment of additional fees by Customer under Change Control process defined Consulting Services Addendum:

* Migration of any data or content.
* Formal Education or adoption services are out of scope of this contract. Note this does not include standard knowledge transfer which is performed as part of the Support Services.
* Any other activity not explicitly stated
* SAS Application Managed Services will only support Environments explicitly stated in Order Form 2023-015757

**4.0 Assumptions:** In scoping the Services described above, SAS has made the following assumptions and dependencies that relate to the provision of Services hereunder:

* + 1. SAS Application Managed Services and Resources will work under the direction the SAS SDM. SAS Support is proposed to provide support to the Customer.
    2. the Customer will provide ready access to their staff to clarify requirements and provide such other information as may reasonably be required to carry out the Services.
    3. the Customer shall provide timely review and return of any questions submitted by SAS.
    4. the Customer will provide all support, assistance and resources reasonably requested by SAS to assist in the provision of the Services.
    5. the Customer will provide all such facilities as are reasonably required by SAS in order to render the services.
    6. the Customer will provide access to a resource in the Customer team who will provide business knowledge and assistance
    7. In the event Customer requires a modification to the scope of the Services, SAS and the Customer shall agree such change in accordance with the Change Request procedure
    8. the Customer shall monitor and instruct SAS consultants/staff at such times as they are required to have access to the Customer systems.
    9. the Customer will carry out all of its responsibilities detailed at Description of Services above, or as reasonably inferred herein, promptly and to a suitably high standard so as to ensure no disruption is caused to SAS’ obligations to provide the Services hereunder.
    10. Organisational change management will be provided by the Customer in order to address the Organisational changes required to provide the Services. the Customer will provide the expertise in the areas of their business process, corporate policies and procedures and Organisational knowledge to SAS if these are required to support the implementation of the support service.
    11. As part of the service, the assigned personnel may require internal project team meetings and it is accepted that these may take place at the Customer site.
    12. SAS consultants will have the necessary permissions to run tools and utilities to programmatically analyse all environments.
    13. Customer will maintain a Level 1 support team who will handle known user problems with the Software before escalating the issue to SAS. Customer’s Level 1 support team Client will employ basic troubleshooting methods such as evaluating hardware issues, verification of proper hardware and software set up, and researching the product documentation and online knowledge bases.   Prior to escalating any issue to SAS, Customer’s Level 1 support team will gather information needed to resolve an error, including but not limited to: the computer system name, the error or warning messages displayed on the screen, any logs files, screen shots, any data used by the end user or any sequence of steps used by the end user, and relevant information.
    14. Customer’s in-house support team will contact SAS in the event they determine that an issue is caused by an error in the Software. Customer will follow the standard process for raising issues with SAS as per the published SAS Support Policies: (http://support.sas.com/techsup/support.html).
    15. The Customer Contacts will coordinate with the SDM. Customer Contacts will be identified to the SDM by name, phone number, e-mail address and other appropriate contact methods. Only Customer Contacts may communicate with SAS regarding the delivery the Services.
    16. Customer will make available an appropriately-skilled technical employee to work with SAS’ SDM during the performance of the Services. In an effort to achieve efficiency for both Customer and SAS, Customer will ensure the technical employees liaising with SAS’ technical support staff become sufficiently acquainted with the Software’s function to be effective in investigating and triaging issues and implementing SAS’ recommendations. SAS will expect that the Customer’s team will develop the required levels of competence and knowledge to administration to use and support the Software.
    17. Customer will work with the SDM within thirty (30) days of the Effective Date, and once every quarter thereafter, to compile and/or update a joint contacts and escalation guide and environment summary designed to enhance understanding of support cases. Customer will assist the SDM with maintaining the joint contacts and escalation guide once it is created by the SDM.
    18. The Customer will:
* Submit detailed problems with the Software electronically.
* Report critical problems with the Software by telephone following electronic submission of complete problem description with supporting information.
* Communicate the appropriate severity and business impact associated with the problem.
* Keep the SDM informed of major Software upgrades/implementations.
* Act reasonably and in good faith in representing priority levels to SAS.
* Ensure that relevant Customer personnel promptly cooperate to provide information requested by SAS or to implement measures recommended by SAS to remedy any defects. Customer will ensure that the availability and response time of its personnel is appropriate based on the priority level represented to SAS by Customer.
* Ensure that its personnel are adequately skilled and trained in SAS software and the Customer environment and that such personnel have appropriate system privileges.
* Where necessary, Customer will assist in obtaining assistance from its third party vendor(s) to assist in problem resolution.
* Provide timely feedback on SAS’ recommendations and close the Open Track when the problem has been resolved.

**5.0 Location and Facilities**

* SAS will perform the Services remotely, Expenses will be billed at cost and invoiced separately and pre agreed in writing with the Customer should resource be required onsite.

**6.0 Fees and Expenses**

* The applicable Fees for this consulting Services Order Form during the Term are inclusive to the Fees set forth in Order Form 2023-015757.
* Applicable invoicing and payment terms for this Services Order Form shall be in accordance with the provisions of Order Form 2023-015757.

**7.0 Term and Termination**

* Term. This Order Form is deemed to be effective upon the Effective Date and shall for so long as the Agreement made pursuant to Order Form 2023-015757.
* Termination. Either party may terminate this Services Order Form:
* On the same terms as Order Form 2023-015757 may be terminated
* This Services Order Form will automatically terminate immediately in any of the following circumstances:
* in the event that Order Form 2023-015757 is terminated in accordance with its terms and conditions

**Activation Services – Time & Materials**

SAS will provide services on a time and materials basis as requested by Customer directed toward supporting DWP with activation Services for HMS Viya. (“the Services”). The Services will be provided at the hourly rates described in the table below exclusive of VAT per Normal Working Day (“Normal Working Day” means Monday to Friday, excluding UK public holidays): SAS will Make available 906.75 hours to DWP on a time and materials basis at the following rates:

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Hours / Days** | **Rate Aligned to G-Cloud SFIA Rate Card Level - 4 Ensure or Advise** | **Total Cost Ex Vat & Expenses** |
| **Estimated Effort** | 906.75 / 120.9 | £1,440 | £174,096 |

The Services will commence remotely as agreed, if on premise this will be jointly agreed, and expenses will be billed at cost.

**Assumptions:**

* Notwithstanding the description of the Services, the only deliverable is SAS’ time as specified herein. Further services will be subject to a separate contract. SAS agrees to provide such further services on a time and materials basis at the hourly rates shown above.
* DWP will provide Project management to work with SAS Project Manager scheduling of activities, planning and status reporting.
* Estimated duration for this project may increase or decrease depending on accessibility to Customer IT and storage systems, ability of the Customer staff to support SAS, any Customer changes in requirements during the project.
* Customer shall be charged for Services as specified on a monthly basis unless otherwise agreed and all invoices shall be paid within 30 days of the date of invoice. All prices quoted are subject to VAT payable by the Customer at the then current rate

**Out of Scope:**

* Use Case Development
* Data Discovery of Remediation (What Data what use cases, SPSS, Inform, Workforce Supply, Forecasting )
* Migration/Modernization Service/ Assessment of SAS 9.4 Remediated Environments (What Jobs what Processes)

**How this Order Form Works**

This Order Form is governed by and incorporates the following documents.  All documents are listed in order of precedence, and are collectively referred to as the “**Agreement**”.

|  |  |
| --- | --- |
| **Document** | **Location** |
| This Order Form | Not Applicable |
| Consulting Services Addendum | <https://www.sas.com/addendum-consulting> |
| SAS Universal Terms | <https://www.sas.com/universal-terms> |

  **Order Form**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| SAS Software Limited (“**SAS**”)  \*Redacted |  | Customer: | DEPARTMENT FOR WORK AND PENSIONS (“**Customer**”) | |
|  | Address: | \*Redacted | |
|  |
|  | Taxpayer ID/VAT/GST Number: | | Currency:  GBP |

**Software**

The effective date will be 30 December 2023.

| **Offering** | **Pricing Metrics, Quantity and Other Usage Parameters** | **Operating System** |
| --- | --- | --- |
| SAS Visual Statistics | |  | | --- | | Authorized SAS User (30) | | Additional Production Environments | | LINA |
| SAS Studio Analyst | |  | | --- | | Authorized SAS User (30) | | Additional Production Environments | |
| SAS Information Governance | |  | | --- | | Authorized SAS User (30) | | Additional Production Environments | |
| SAS Studio Engineer | |  | | --- | | Authorized SAS User (30) | | Additional Production Environments | |
| SAS Enterprise Session Monitor | |  | | --- | | Authorized SAS User (6) | | Additional Production Environments | |

**Term and Fees**

| **Term** | **Fee** | **Committed Period** | **Option Period** |
| --- | --- | --- | --- |
| License Period 1 | £307,761 | √ |  |
| License Period 2 | £333,921 | √ |  |
| License Period 3 | £362,304 | √ |  |
| License Period 4 | £387,665 |  | √ |

**Invoicing**

Fees will be invoiced in advance of each License Period.

**Pricing Metrics and Additional Usage Parameters**

|  |
| --- |
| * **Additional Production Environments** - In addition to the unlimited non-production environments authorized under the Agreement, Customer’s license entitles Customer to install the Software on an unlimited number of production environments. |
| * **Authorized SAS User** - The Fee is based on the total number of Authorized SAS Users. “**Authorized SAS User**” means an individual User, identified by a unique User ID, who is authorized by Customer to use the Offering for tasks other than solely viewing or interacting with reports created by Authorized SAS Users (“**Reports**”). There is no limit on the number of individuals authorized to view or interact with Reports. |
| * **Enterprise Use -**For this Order Form, the Territory is global. Users may use the Offering for the benefit of Customer and its Related Entities, subject to the applicable Pricing Metric. Unless the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is determined by combining the quantity associated with Customer and its Related Entities benefitting from the use of the Offering. If Customer expands the use of the Offering to benefit additional Related Entities, Customer will notify SAS of any increase to the Pricing Metric quantity and pay any applicable additional Fees. If the Pricing Metric is based on the processing capacity of the Authorized Environment, the Pricing Metric quantity is calculated separately for each Authorized Environment used for production purposes based on the processing capacity of the Authorized Environment. * Upon request from SAS, Customer may participate in reference activities to assist in the promotion of SAS’ products and services to potential customers. SAS may also list Customer as a SAS customer in SAS’ annual report or other materials. |

**How this Order Form Works**

This Order Form is governed by and incorporates the following documents. All documents are listed in order of precedence, and are collectively referred to as the “**Agreement**”:

| **Document** | **Location\*** |
| --- | --- |
| This Order Form | Not Applicable |
| Software Addendum | <https://www.sas.com/addendum-software> /addendum-software1/ |
| SAS Universal Terms | <https://www.sas.com/universal-terms> /universal-terms1/ |

|  |
| --- |
| **SAS INTERNAL USE:**  5929240 COMIT |

LGL5723/Sept21