



Crown
Commercial
Service

G-Cloud 14 Call-Off Contract

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

Part A: Order Form

Part B: Terms and conditions

Schedule 1: Services

Schedule 2: Call-Off Contract charges

Schedule 3: Collaboration agreement

Schedule 4: Alternative clause

Schedule 5: Guarantee

Schedule 6: Glossary and interpretations

Schedule 7: UK GDPR Information

Annex 1: Processing Personal Data

Annex 2: Joint Controller Agreement

Schedule 8: Corporate Resolution Planning

Schedule 9: Variation Form

Part A: Order Form

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

Platform service ID number	██████████
Call-Off Contract reference	██████
Call-Off Contract title	UKHSA Marketplace Platform
Call-Off Contract description	Provision of Purchasing (formerly "Cloud Marketplace) subscription
Start date	From date of final contract signature
Expiry date	12 December 2028
Call-Off Contract value	<p>Subject to any additional Services being requested by the Buyer (the costs of which shall be as agreed between the Parties in a Variation), the total value of this Call-Off Contract during the Initial Term is £129,498 plus value added tax.</p> <p>The Charges for the fourth year Extension Period will be ██████████</p>
Charging method	The Charges for any Services provided on a subscription basis will be invoiced and paid annually in advance commencing on the signature date of this Call-Off Contract Order Form. Any professional Services are invoiced monthly in arrears as delivered or as otherwise specified in any Statement of Work.
Purchase order number	To be confirmed by the Buyer following the Effective Date.

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

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

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

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

From the Buyer	UK Health Security Agency (HSA) (previously HPA & PHE) [Redacted]
To the Supplier	OneAdvanced Limited [Redacted]
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Manager
 Name: [Redacted]
 Email: [Redacted]

For the Supplier:

Title: Account Director
 Name: [Redacted]
 Email: [Redacted]

Call-Off Contract term

Start date	13 December 2025
Ending (termination)	<p>The notice period from the Supplier needed for Ending the Call-Off Contract is at least 40 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is 30 days from the date of written notice for Ending without cause (as per clause 18.1)</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier three months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

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	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 2 Cloud Software</p>
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: Provision of Purchasing subscription as more fully set out in the Service Description in Schedule 1.</p>

Additional Services	Not applicable for this Call-Off Contract
Location	<p>For SaaS Services:</p> <p>SaaS will be provided to the Buyer remotely via a Software as a Service (SaaS) delivery method.</p> <p>For Support and Maintenance Services: •</p> <p>Support services will be provided to the Buyer remotely from the Supplier's support service centres.</p> <p>For Implementation Services:</p> <p>The Services will be delivered remotely to the Buyer's offices, unless otherwise agreed.</p>
Quality Standards	Not applicable for this Call-Off Contract.
Technical Standards:	Not applicable for this Call-Off Contract.
Service level agreement:	The service level and availability criteria are set out in Schedule 1 to this Call-Off Contract.
Onboarding	Not applicable for this Call-Off Contract.
Offboarding	Not applicable for this Call Off Contract.
Collaboration agreement	Not applicable for this Call Off Contract.
Limit on Parties' liability	<p>Each Party's total aggregate liability to the other Party in respect of any Loss suffered by the other Party and arising out of or in connection with this Call-Off Contract, (whether in tort, contract or otherwise, including in respect of any indemnity or Loss resulting from (i) breach of the Supplier's obligations relating to the processing of Personal Data or (ii) violation by Supplier of any Data Protection Legislation) in each Year shall be limited to 100% of the total annual Charges paid by the Buyer to the Supplier in that Year.</p>

<p>Buyer's responsibilities</p>	<p>The Buyer's responsibilities are as set out in the Services Description/ attached at Schedule 1 of this Call-Off Contract or as notified to the Buyer by the Supplier in writing. The Buyer will also be responsible for coordinating with the Supplier on all matters relating to the Services being provided under this Call-Off Contract</p>
<p>Buyer's equipment</p>	<p>Not applicable for this Call-Off Contract.</p>
<p>Audits</p>	<p>The following requirements apply to any audits conducted by the Buyer and/or its representatives under this Call-Off Contract: (i) the Buyer must give a minimum thirty (30) days' notice of its intention to audit (or such shorter period of notice as it receives itself where an audit is mandated by its regulator); (ii) the Buyer may exercise the right to audit no more than once in any calendar year; (iii) commencement of the audit shall be subject to agreement with Supplier of a scope of work for the audit at least ten (10) days in advance; (iv) Supplier may restrict access to certain parts of its facilities and certain records where such restriction is necessary for commercial and/or client confidentiality; (v) the audit shall not include penetration testing, vulnerability scanning, or other security tests; (vi) the right to audit includes the right to inspect but not copy or otherwise remove any records, other than those that relate specifically and exclusively to the Buyer; (vii) any independent auditor will be required to sign such non-disclosure agreement as is reasonably required by Supplier prior to the audit; and (viii) Supplier reserves the right to charge for any reasonable costs incurred in supporting any audit.</p>

Supplier's information

<p>Subcontractors or partners</p>	<p>The following is a list of the Supplier's Subcontractors or Partners: Not applicable for this Call-Off Contract.</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	<p>The payment profile for this Call-Off Contract is:</p> <p>SaaS Fees An invoice will be raised following the execution of this Call-Off Contract, and the invoice will be due for payment within 30 days. Subsequent SaaS fee invoices will be issued and paid annually in advance.</p> <p>Implementation Services Fees Invoices will be raised monthly in arrears for any days consumed in that period throughout the duration of the project.</p>
Invoice details	The Supplier will issue electronic invoices in accordance with the agreed payment profile above. The Call-Off Charges shall be paid in full and cleared funds without deduction, withholding or set off within 30 days from the date of the invoice.
Who and where to send invoices to	<p>Invoices will be sent to: UK Health Security Agency (HSA)</p> 
Invoice information required	<p>All invoices must</p> <ul style="list-style-type: none"> • be submitted in an un-editable format (e.g. PDF, etc) • be billed at the correct value (and include a breakdown of deliverables in respect to implementation services and travel and expenses) • have a unique invoice number • include correct details for the Supplier (e.g. date, contact details, bank details, etc)

<p>Invoice frequency</p>	<p>Invoices will be sent to the Buyer in accordance with the agreed payment profile above.</p>
<p>Call-Off Contract value</p>	<p>Subject to any additional Services being requested by the Buyer (the costs of which shall be as agreed between the Parties and set out in a Variation), the total value of this Call-Off Contract during the Initial Term is £129,498 plus value added tax</p>
<p>Call-Off Contract charges</p>	<div data-bbox="544 667 1107 775" style="background-color: black; width: 100%; height: 48px; margin-bottom: 10px;"></div> <p>Spend discounts will be applied to these fees from year one onwards as set out in the attached supplementary terms:</p> <div data-bbox="620 891 679 954" style="text-align: center;">  </div> <p style="text-align: center;">OneAdvanced UKHSA - Marketplac</p>

Additional Buyer terms

Performance of the Service	Not applicable for this Call-Off Contract.
Guarantee	Not applicable for this Call-Off Contract.
Warranties, representations	Not applicable for this Call-Off Contract.
Supplemental requirements in addition to the Call-Off terms	Not applicable for this Call-Off Contract.
Alternative clauses	Not applicable for this Call-Off Contract.
Buyer specific Amendments to/refinements of the Call-Off Contract terms	<p>The Parties also agree to the clarifications as set out below in relation to certain aspects of the Call-Off Contract:</p> <ul style="list-style-type: none"> • The Buyer acknowledges that the Supplier has a number of policies and procedures in place to determine the suitability of any Supplier Staff and the Buyer confirms that it is satisfied with the scope of the Supplier’s vetting procedures and that it does not require the Supplier to conduct any further vetting. • The Parties agree that no Project Specific IPRs or software will be created or arise out of the performance by the Supplier (or by a third party on behalf of the Supplier) of its obligations under this Call-Off Contract. • By signing this Call-Off Contract the Buyer gives its prior written consent to the Supplier for the transfer of Buyer Personal Data (to the extent necessary for the performance of the Call-Off Contract) to the Sub processors identified within Annex 1b of Schedule 7 of this Call-Off Contract. <p>. The Supplier shall comply with and enforce the OneAdvanced security measures located at: https://www.oneadvanced.com/siteassets/resources/terms-and-conditions/policies/security-measures.pdf</p>

	<ul style="list-style-type: none"> • The Parties agree that if Malicious Software originates from the Buyer’s system that the Buyer will be responsible for any associated costs. • If the Buyer incurs any Losses at any time from any claim of infringement or alleged infringement of a third party’s IPRs, the Buyer agrees to (a) give the Supplier notice of any such claim, (b) give the Supplier sole control of the defence and settlement of the claim and, (c) provide the Supplier with all reasonable assistance in the defence or settlement of such claim. <p>The Parties agree that the breakdown of Call-Off Contract Charges shall be deemed as Commercially Sensitive Information which form part of the Supplier’s Confidential Information and as such, should the Buyer receive a FOI request, the Buyer undertakes, to the extent permitted by law, to redact the breakdown of Call-Off Contract Charges in any response to such a request.</p>
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used.
Intellectual Property	<p>All Intellectual Property Rights in the Software and/or Services will remain the property of the Supplier or the Supplier’s Subcontractors or partners.</p> <p>The Buyer’s right to use the Software and/or Services will expire on the Call-Off Contract Expiry Date.</p>
Social Value	Not applicable for this Call-Off Contract.
Performance Indicators	As set out in Schedule 1.

1. Formation of Contract

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

- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed for and on behalf of the supplier:

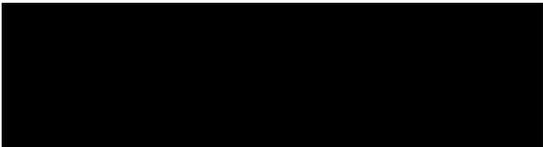


Full Name: [Redacted]

Job Title/Role: SVP

Date Signed: 18/12/2025

Signed for and on behalf of the buyer:



Full Name: [Redacted]

Job Title/Role: Commercial Lead

Date Signed: 18/12/2025

Buyer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

2.3 (Warranties and representations)

4.1 to 4.6 (Liability)

4.10 to 4.11 (IR35)

5.4 to 5.6 (Change of control)

5.7 (Fraud)

5.8 (Notice of fraud)

7 (Transparency and Audit)

8.3 to 8.6 (Order of precedence)

11 (Relationship)

14 (Entire agreement)

15 (Law and jurisdiction)

16 (Legislative change)

17 (Bribery and corruption)

- 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 Not used
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)
 - 24 (Conflicts of interest and ethical walls)
 - 25 (Publicity and branding)
 - 26 (Equality and diversity)
 - 28 (Data protection)
 - 30 (Insurance)
 - 31 (Severability)
 - 32 and 33 (Managing disputes and Mediation)
 - 34 (Confidentiality)
 - 35 (Waiver and cumulative remedies)
 - 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer';

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

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

- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
 - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If

the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for any one claim and in the aggregate during the Call-Off Contract, and for 1 year 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 any one claim and in the aggregate (or any higher minimum limit required by Law) during the Call-Off Contract, and for 1 year after the End or Expiry Date

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

- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

10. Confidentiality

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

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer

Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
 - 11.3.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim: alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law; alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party; arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
 - 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgement against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- 11.6.1 rights granted to the Buyer under this Call-Off Contract
 - 11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

- 12.2.1 providing the Buyer with full details of the complaint or request
- 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1 the principles in the Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy: <https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

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

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

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

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

15. Open source

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

16. Security

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

- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier

will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

(Payment, VAT and Call-Off Contract charges)

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

(Insurance)

(Confidentiality)

(Intellectual property rights)

(Protection of information)

(Buyer data)

(Consequences of suspension, ending and expiry)

(Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),

(Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

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

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

21.7.1 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

21.7.2 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

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

21.7.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed

offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.
- 23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.
- 23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

24. Liability

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

24.5 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

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

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

- 29.2.7 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.7 its failure to comply with the provisions of this clause
 - 29.8 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.9 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request using the template in Schedule 9. This includes any changes in the Supplier's supply chain.

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

1. Service Descriptions

[359695945380693-service-definition-document-2024-04-26-0845.pdf](#)

2. Service Definitions

2.1 The Services and Support are provided subject to this Schedule and the following documents, (Attachments) made available via the Supplier's website as set out below (and as may be amended from time to time). All defined terms within the Attachments take their meaning from Attachment 1 below. In the event of a conflict between this Call-Off Contract and the Attachments, the order of precedence as set out in Clause 1.4 and the framework agreement shall prevail.

2.1.1 **Attachment 1:** [Defined Terms](#)

2.1.2 **Attachment 2:** [Supplier Terms](#)

2.1.3 **Attachment 3:** [Service Descriptions](#)

2.1.4 **Attachment 4:** [SaaS Terms](#)

2.1.5 **Attachment 5:** [Customer Support Handbook](#)

3. AI terms

4.1 In the event the Services include OneAdvanced AI the following terms shall be incorporated into this Call-Off Contract.

[Oneadvanced-ai-terms](#)

4.2 In the event the Services include GP Docman Workflow Assistant OneAdvanced AI the following terms shall be incorporated into this Call-Off Contract.

[GP-Workflow Assistant](#)

4. Statement of Work

4.1 Not applicable for this Call-Off Contract.

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.

As set out in the Call-Off Order Form.

Schedule 3: Collaboration agreement

Not used for this Call-Off Contract.

Schedule 4: Alternative clauses

Not used for this Call-Off Contract.

Schedule 5: Guarantee

Not used for this Call-Off Contract.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <p>owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or</p> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <p>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</p> <p>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</p>

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

<p>Default</p>	<p>Default is any:</p> <p>breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</p> <p>other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</p> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<p>DPA 2018</p>	<p>Data Protection Act 2018.</p>
<p>Employment Regulations</p>	<p>The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')</p>
<p>End</p>	<p>Means to terminate; and Ended and Ending are construed accordingly.</p>
<p>Environmental Information Regulations or EIR</p>	<p>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.</p>
<p>Equipment</p>	<p>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.</p>
<p>ESI Reference Number</p>	<p>The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.</p>

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

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <p>acts, events or omissions beyond the reasonable control of the affected Party</p> <p>riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</p> <p>acts of government, local government or Regulatory Bodies</p> <p>fire, flood or disaster and any failure or shortage of power or fuel</p> <p>industrial dispute affecting a third party for which a substitute third party isn't reasonably available</p> <p>The following do not constitute a Force Majeure event:</p> <p>any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</p> <p>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</p> <p>the event was foreseeable by the Party seeking to rely on Force</p> <p>Majeure at the time this Call-Off Contract was entered into</p> <p>any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</p>
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>
<p>Fraud</p>	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-</p>

	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	<p>Can be:</p> <ul style="list-style-type: none"> a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Supplier Trigger Event
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> (a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information (b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction

	(c) all other rights having equivalent or similar effect in any country or jurisdiction
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, judgement 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, judgement, 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.
Performance Indicators	The performance information required by the Buyer from the Supplier set out in the Order Form.
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.

<p>Prohibited act</p>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <p>induce that person to perform improperly a relevant function or activity</p> <p>reward that person for improper performance of a relevant function or activity</p> <p>commit any offence:</p> <p>under the Bribery Act 2010</p> <p>under legislation creating offences concerning Fraud</p> <p>at common Law concerning Fraud</p> <p>committing or attempting or conspiring to commit Fraud</p>
<p>Project Specific IPRs</p>	<p>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.</p>
<p>Property</p>	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>
<p>Protective Measures</p>	<p>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.</p>

<p>PSN or Public Services Network</p>	<p>The Public Services Network (PSN) is the government’s high performance network which helps public sector organisations work together, reduce duplication and share resources.</p>
<p>Regulatory body or bodies</p>	<p>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.</p>
<p>Relevant person</p>	<p>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.</p>
<p>Relevant Transfer</p>	<p>A transfer of employment to which the employment regulations applies.</p>
<p>Replacement Services</p>	<p>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.</p>
<p>Replacement supplier</p>	<p>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).</p>
<p>Security management plan</p>	<p>The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.</p>
<p>Services</p>	<p>The services ordered by the Buyer as set out in the Order Form.</p>

<p>Service Data</p>	<p>Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.</p>
<p>Service definition(s)</p>	<p>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.</p>
<p>Service description</p>	<p>The description of the Supplier service offering as published on the Platform.</p>
<p>Service Personal Data</p>	<p>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.</p>
<p>Spend controls</p>	<p>The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls/ck-if-you-need-approval-to-spend-money-on-a-service</p>
<p>Start date</p>	<p>The Start date of this Call-Off Contract as set out in the Order Form.</p>
<p>Subcontract</p>	<p>Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.</p>
<p>Subcontractor</p>	<p>Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off</p>

	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.
Trigger Event	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
Variation	This has the meaning given to it in clause 32 (Variation process).

<p>Variation Impact Assessment</p>	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <p>details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;</p> <p>details of the cost of implementing the proposed variation;</p> <p>details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
<p>Working Days</p>	<p>Any day other than a Saturday, Sunday or public holiday in England and Wales.</p>
<p>Year</p>	<p>A contract year.</p>

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:

Office of The Data Protection Officer at DHSC



The contact details of the Supplier's Data Protection Officer are



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

Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <p>Scope</p> <p>All Personal Data (within the definition of Buyer Data) which is uploaded and/or submitted to the Services by the Buyer or as otherwise provided to the Supplier in connection with the Buyer's use of the Services (including Implementation Services) pursuant to this Call-Off Contract.</p> <p>Purpose and Means</p> <p>The Supplier will only Process the Personal Data on the documented instructions of the Buyer; such instructions are set out in this Call-Off Contract (specifically this Schedule 7).</p> <p>For clarity, all Processing detailed within this Schedule 7 will include Processing conducted by:</p> <ul style="list-style-type: none"> • The Supplier directly

	<ul style="list-style-type: none"> • The Supplier’s Subcontractors <p>The Supplier’s Subcontractors’ third-party providers (as set out within Annex 1b) For clarity, the Supplier’s Subcontractors and the additional third-party providers set out at Annex 1b, will take the position as Sub processors of Personal Data</p>
<p>Duration of the Processing</p>	<p>For the duration of the Call-Off Contract (i.e. the Initial Term and any agreed Extension Periods).</p>
<p>Nature and purposes of the Processing</p>	<p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).</p> <p>Personal Data may be processed by the Supplier (including all Sub processors) under the Call-Off Contract for the following purposes:</p> <ul style="list-style-type: none"> • the delivery of the Services by the Supplier (and its Subcontractors) and usage of the Services by the Buyer as specified in this Call Off Contract including, but not limited to: <ul style="list-style-type: none"> • the provision and usage of the SaaS (including access to software, support and maintenance services, cloud services and storage of data) per the Buyer’s business/operational requirements and needs, such as, but not limited to: <ul style="list-style-type: none"> ▪ the provision of Services for the implementation of the SaaS solutions ▪ delivery of any additional/ad hoc Services as agreed by the Parties the provision of other Services relevant to the performance of the obligations of the Supplier under this Call Off Contract including, but not limited to: <ul style="list-style-type: none"> • contract / project oversight and governance • finance and contract and account management services such as invoicing and billing for Services provided under the Contract • the use of Sub Processors associated with the delivery of the Services • complying with any obligation as required by law or agreed by the Buyer from time to time in writing • complying with instructions given by Buyer in its use of the Services.

<p>Type of Personal Data</p>	<p>Personal Data may include, but is not limited to:</p> <ul style="list-style-type: none"> • personal details (such as names, address, date of birth, telephone numbers, email addresses, other contact details, titles, age, nationality/citizenship, national insurance number, tax information, etc.) • professional life information (such as work telephone numbers, work email addresses, position titles, compensation information; employee number, etc.) • family details (such as names, address, telephone numbers, email addresses, other contact details, etc.) • employee financial details and information (such as bank account details, etc.) • supplier company details (such as names, supplier personnel, company registration number, registered office, VAT registration, financial details, etc.) <p>goods or services provided to individuals</p> <ul style="list-style-type: none"> • information held in order to publish Buyer publications and reports • lifestyle and social circumstances • education details and student records • current and past employment details (including position, salary, pay scale, skillset, records, etc.) • disciplinary and attendance records •vetting checks • visual images, personal appearance and behaviours <p>Special category data: Personal Data may include, but is not limited to:</p> <ul style="list-style-type: none"> • racial or ethnic origin (and any other equality & diversity data) <p>trade union membership</p> <ul style="list-style-type: none"> • political opinions • religious or philosophical or other similar beliefs • genetic data • biometric data • physical or mental health details • sexual life or sexual orientation • offences and alleged offences, criminal proceedings, outcomes and sentences
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<p>Categories of Data Subject</p>	<p>All persons who may have an agreement, contract or other connection with the Buyer. This may include, but is not limited to:</p> <p>employees, contracted personnel, temporary workers, employees of customers and suppliers</p> <p>clients and customers of the Buyer</p> <p>family members of employees, contracted personnel, temporary workers and volunteers (including spouse, defacto, next of kin, children, parents, etc.)</p> <p>partners, suppliers, professional advisers and consultants</p> <p>business contacts</p> <p>landlords, tenants • complainants, enquirers • social workers</p> <p>applicants/prospective employees (including Partners) to the Buyer’s internal and/or external vacancies</p>
<p>International transfers and legal gateway</p>	<p>See Annex 1b for any relevant details.</p>
<p>Plan for return and destruction of the data once the Processing is complete</p>	<p>Data can be made available by the Supplier to the Buyer in a machine-readable format (at the Buyer’s cost or as otherwise agreed in writing between the Parties) upon receipt of a documented request from the Buyer, such request to be received within thirty (30) days of expiry or termination of the Call-Off Contract. Thereafter, all data will be deleted within ninety (90) days of the confirmation of receipt of data extract by the Buyer, unless otherwise agreed in writing between the Parties or to the extent it is required to be retained or deleted under Data Protection Legislation.</p>
<p>Annex 1b - Sub-processing</p>	<p>The Buyer grants general authorisation for the Supplier to appoint (and permit each sub-processor appointed in accordance with this clause to appoint) sub-processors as follows:</p> <p>The Supplier may continue to use those sub-processors already engaged as at the date of this Call Off Contract.</p> <p>The Buyer provides its general authorisation and consent to the use of the sub-processors contained within the following link:</p> <p style="text-align: center;">Sub processors OneAdvanced</p> <p>The link above contains a mechanism for the Buyer to subscribe to notifications and updates to the list of sub-processors shall be made available by the Supplier to all customers via notifications made through this mechanism. The Buyer shall subscribe and any changes (except for deletions of sub-processors without replacement) shall be notified through</p>

	<p>this mechanism at least thirty (30) days in advance of any processing by the proposed new sub-processor.</p> <p>If the Buyer has a reasonable objection that relates to a new sub-processor's processing of Personal Data, the Buyer may object to the Supplier's use of such sub-processor by notifying the Supplier in writing at dataprotection@oneadvanced.com within thirty (30) days' from availability of the notification. In the event of an objection on reasonable grounds, the Supplier and the Buyer shall work together in good faith to discuss a resolution. The Supplier may elect to: (i) not use the sub-processor to process the Personal Data of the Buyer; or (ii) take corrective steps requested by the Buyer in its objection and continue with the proposed sub-processor. If neither of these options are reasonably practicable and the Buyer continues to object to the processing by the proposed sub-processor, either Party may provide notice of termination of the affected portion of the Service.</p> <p>The Supplier shall have in place with each sub-processor, an agreement which contains data protection obligations materially as protective as those set out in this agreement.</p> <p>The Supplier shall remain fully liable for all acts or omissions of any sub-processor.</p>
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Annex 2 Joint Controller Agreement

Not used for this Call-Off Contract

Schedule 8 (Corporate Resolution Planning)

Not used for this Call-Off Contract.

Schedule 9 - Variation Form

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

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

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

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

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

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address

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