



G-Cloud 14 Call-Off Contract

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

G-Cloud 14 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	7666 6845 9761 814
Call-Off Contract reference	Con_8929 Prj_6087
Call-Off Contract title	Geospatial Mapping
Call-Off Contract description	ArcGIS Online
Start date	04/11/2025
Expiry date	03/11/2025
Call-Off Contract value	<p>The total value of this Call-Off Contract is £36,720 Excluding VAT for the first 12 months.</p> <p>The Contract includes 1 optional Extension Period of 12 months.</p> <p>The Total Contract Value including the optional Extension Period is £73,440 (excluding VAT).</p>
Charging method	BACS
Purchase order number	To be confirmed post contract signature

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	<p>Department for Science, Innovation and Technology on behalf of Building Digital UK (BDUK)</p> <p>22-26 Whitehall</p> <p>London</p> <p>SW1A 2EG</p>
To the Supplier	<p>ESRI (UK) Limited</p> <p>Supplier's address:</p> <p>Millennium House, 65 Walton Street</p> <p>Aylesbury</p> <p>Buckinghamshire</p> <p>HP21 7QG</p> <p>Company number: 01288342</p>

Together the ‘Parties’

Principal contact details **For**
the Buyer:

Title: Digital Portfolio Lead
Name: REDACTED UNDER CLAUSE 40 FOIA 2000
Email: REDACTED UNDER CLAUSE 40 FOIA 2000
Phone: N/A

For the Supplier:

Title: Customer Success Manager
Name: REDACTED UNDER CLAUSE 40 FOIA 2000
Email: REDACTED UNDER CLAUSE 40 FOIA 2000
Phone: REDACTED UNDER CLAUSE 40 FOIA 2000

Call-Off Contract term

Start date	This Call-Off Contract Starts on 4 th November 2025 and is valid for 12 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 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 1 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>
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Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software
G-Cloud Services	<p>The Services to be provided by the Supplier under the</p>

required	<p>above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • Service definition ID – 7666 6845 9761 814 <p><i>Esri ArcGIS Online software as a service, to be provided under this Call-Off Contract:</i></p> <ul style="list-style-type: none"> - <i>ArcGIS Online Professional user type annual subscription x 5</i> - <i>ArcGIS Online Professional Plus user type annual subscription x 2</i> - <i>ArcGIS Online Viewer user type annual subscription x 16</i> - <i>ArcGIS Online Creator user type annual subscription x 2</i>
Additional Services	N/A
Location	The Services will be delivered remotely
Quality Standards	The quality standards required for this Call-Off Contract are as set out in the Supplier's Service Definition offer.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as set out in the Supplier's Service Definition offer.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier's Service Definition.
Onboarding	The onboarding plan for this Call-Off Contract are: N/A

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Offboarding	<p>The offboarding plan for this Call-Off Contract are as set out in the Supplier's Service Definition.</p>
Collaboration agreement	N/A
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £36,720 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed £36,720 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £36,720 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Buyer's responsibilities	<p>The Buyer is responsible for its obligations are as set out in the Supplier's Service Definition Document.</p>

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Buyer's equipment	N/A
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Supplier's information

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

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is annually in advance.

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Invoice details	<p>The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p>Invoices will be sent to –</p> <p>Please email invoices to REDACTED UNDER CLAUSE 40 FOIA 2000</p>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none">• The date, supplier name and email, contact number and bank details;• Valid Contract reference number• The agreed charge;• Confirmation that the goods / services detailed have been fully performed;• The valid Purchase Order provided by the Department;
Invoice frequency	<p>Invoice will be sent to the Buyer annually.</p>

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Call-Off Contract value	<p>The total value of this Call-Off Contract is £36,720 Excluding VAT for the first 12 months.</p> <p>The Contract includes 1 optional Extension Period of 12 months.</p> <p>The Total Contract Value including the optional Extension Period is £73,440 Excluding VAT.</p>
Call-Off Contract charges	<p>The breakdown of the Charges is as per the Suppliers pricing documents and detailed in Schedule 2 Call-Off Contract Charges</p>

Additional Buyer terms

Performance of the Service	N/A
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Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Personal Data and Data Subjects	See schedule 7, Annex 1.

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Intellectual Property	No Project Specific IPRs will be generated.
Social Value	N/A
Performance Indicators	N/A.

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.

Signed	Supplier	Buyer
Name	REDACTED UNDER CLAUSE 40 FOIA 2000	REDACTED UNDER CLAUSE 40 FOIA 2000
Title	Director	Head of Commercial
Signature	REDACTED UNDER CLAUSE 40 FOIA 2000	REDACTED UNDER CLAUSE 40 FOIA 2000
Date	29/10/2025	29/10/2025

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

Buyer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

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

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

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 30 (Insurance)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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 CallOff 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 GCloud 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 nonpayment. 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 CallOff Contract Charges.

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

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

11.5.1 defend the Supplier, its Affiliates and licensors from and against any thirdparty claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final 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 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 GCloud 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-riskmanagement-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-codeof-practice>

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

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

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

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

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

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

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

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

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

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

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

20. Notices

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

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

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

21. Exit plan

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

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

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

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

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

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

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

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

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

event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

24. Liability

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

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

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

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

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

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

29.2.1 the activities they perform

29.2.2 age
29.2.3 start date
29.2.4 place of work
29.2.5 notice period
29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements
29.2.8 employment status
29.2.9 identity of employer
29.2.10 working arrangements
29.2.11 outstanding liabilities
29.2.12 sickness absence
29.2.13 copies of all relevant employment contracts and related documents
29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.

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:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this CallOff 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)

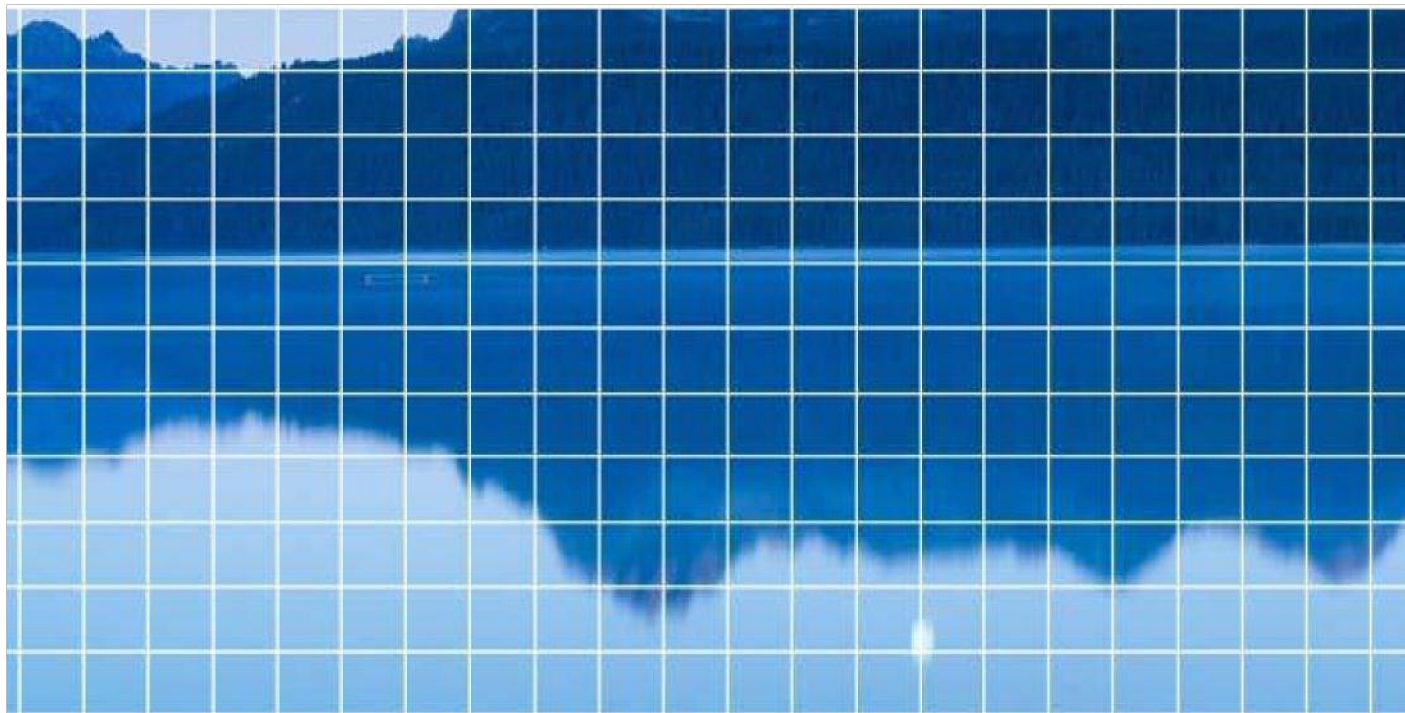
33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document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

Public



Schedule 1: Services

Provision of software as a service products, as follows:



ArcGIS Online: Professional user type annual subscription x 5
ArcGIS Online: Professional Plus user type annual subscription x 2
ArcGIS Online: Viewer user type annual subscription x 16
ArcGIS Online: Creator user type annual subscription x 2

All as further detailed in the Supplier's Service Description, which is embedded below:

ArcGIS Online

G-Cloud Services – RM1557.14

Service Definition – Esri UK G-Cloud 14 – Cloud Software

Crown Commercial Service

Acknowledgement

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2. Service Overview

This document is a Service Definition for the ArcGIS Online public cloud service offered by Esri UK as Software as a Service (SaaS) through the G-Cloud Catalogue (RM1557).

Part of the Esri Geospatial Cloud, ArcGIS Online enables you to:

- Connect people, locations, and data using interactive maps.
- Work with smart, data-driven styles and intuitive analysis tools that deliver location intelligence.
- Share your insights with the world or specific groups. ArcGIS Online provides an on-demand, open, and configurable service for:
- **Making Maps:** Build interactive maps that explain your data and encourage users to explore. Map your own data and gain perspective by adding the authoritative location-based data included in ArcGIS Online. Use smart mapping to guide your data exploration and visualisation.
- **Creating and Sharing Maps and Apps:** Share your maps with specific groups or everyone. Create web apps with your maps for a focused, interactive experience. Then integrate the apps you built into your digital presence including your website, social media posts, and blog articles.
- **Collaboration:** Work effectively across your organisation to build and use maps. Users receive secure, straightforward access to the data, maps, and apps they need to do their work. ArcGIS Online is enterprise ready, meaning it meets the security, authentication, privacy, and user management needs of large organisations.
- **Analyse Data:** Understand your data in the context of location by using intuitive analysis tools. Reveal relationships, identify prime locations, use optimal routes, and analyse patterns to make predictions. Add valuable context to your data by combining it with Esri's demographic and lifestyle data.
- **Work with Data:** Bring your data into a powerful system that geo-enables, hosts, and scales. Update and add to your data without disrupting the maps and apps that use the data. Control who adds to, and modifies, your data.

ArcGIS Online includes base maps, operational data for maps, applications, configurable templates, GIS tools (including geocoding and routing) and Application Programmable Interfaces (APIs) for developers.

Once published, maps can be displayed on a range of platforms and devices including standard web browsers, web-based applications, mobile devices (including Android and Apple iOS devices) and desktop map viewers. The maps can be interactive, allowing

users to interrogate and even edit (where appropriate) the underlying data. This service also includes preconfigured applications and the tools to configure or develop your own applications.

You can manage all of your geographic content in a public cloud or use ArcGIS Online with your existing, on-premises, GIS services as a hybrid cloud. You can publish hosted services to ArcGIS Online, manage maps, apps and data, and customise your ArcGIS Online homepage.

2.1. Contact Details

For all enquiries relating to this service, please email sales@esriuk.com or telephone 01296 745599.



3. The Service in Detail

3.1. ArcGIS Online

ArcGIS Online is available through an ArcGIS Online Subscription. An ArcGIS Online Subscription provides comprehensive web map publishing capabilities:

Ready to Use: The software is ready to use with nothing to install or setup. It is software delivered as a service, giving you and your team intuitive tools to create and publish maps and apps on demand. You stay in control of your data and empower everyone with easy-to-use maps on the web.

Reach your Users: Create and share interactive maps that can be accessed through blogs, web pages, and web applications, Facebook and Twitter, mobile devices, or custom applications.



Go Mobile: With the free ArcGIS apps for smartphones and tablets you and your organisation can access your maps wherever you are, at any time and make simple edits back to the enterprise. Or simply use the browser on your mobile device to discover content, collect and report data, and perform GIS analysis.

Ready-to-Use Content: Access a rich

collection of basemaps, demographic maps,

image services, and data. These maps are a great foundation for your work and are created only from the authoritative content from commercial data providers and the GIS user communities around the world. Additional UK maps and addressing services are available through Esri UK's complementary G-Cloud GIS Map and Data Services.

Collaboration Made Easy: ArcGIS Online gives you an easy-to-use and intuitive workspace for collaborating with others in your organisation. Users can create groups and invite others to work together on projects of common interest. Groups can be private or public, and group members can share maps, data, and other content with each other efficiently and quickly.



Easily Add Data: Turn your data into useful information by creating content-rich intelligent maps that tell your story. Add your data, create mash-ups with maps and data shared by other users. Add pop-ups to your map to highlight information including, photos or links to web pages. You can also add data from

other public sector organisations hosted on <http://data.gov.uk>

Your Data in the Cloud: Turn your data web-enabled services your whole organisation can use. Publish your data as feature services directly from within ArcGIS Online, or as tiled map services using ArcGIS Pro. Your published services are hosted in the cloud and you maintain all ownership and

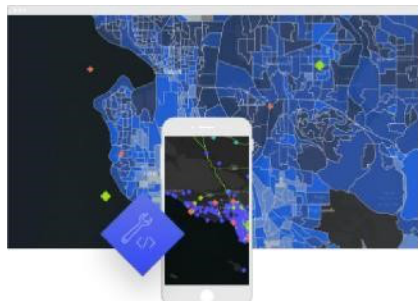
rights. You can keep your data private within your organisation or share it publicly for others to use. If you prefer to keep your data on premise, you can still use ArcGIS Online as a collaboration platform with your existing GI services in Esri and non-Esri formats.



ArcGIS Maps for Microsoft 365:

Visualise data by creating and sharing interactive maps directly within Microsoft Excel and Teams. Add location to business intelligence reports in PowerBI. Easily map and find shared files in Sharepoint. Automate spatial workflows in Power Automate. Available as a free download to organisations with ArcGIS Online Subscriptions.

Security and Data Ownership: You control who can access your data and maps. Multiple layers of security protect your information from unauthorised access. We constantly monitor and improve our application, systems, and processes to meet the dynamic challenges of security.



Configure Rich Web Application Experiences: You can use configurable applications to build rich web experiences for your users and customers. Use Dashboards, StoryMaps, Instant Apps and Experience Builder to build the right app for you without code.

Platform for Building Custom Apps: Developers can build custom applications using ArcGIS Application

Programmable Interfaces (APIs), Software

Development Kits (SDKs) and extendable App Frameworks to create web and mobile applications that include the sharing and collaboration tools.

Additional features

- **View credit consumption:** Administrators can view detailed information about how credits in their subscription are being used. In the vast majority of cases, organisations using ArcGIS Online do not have to purchase additional credits, those supplied with their subscription are sufficient. In rare cases, it may be necessary to purchase (via G-Cloud) additional credits at a small fee – please refer to our pricing document.
- **View usage:** Publishers can view details about how their hosted services are being consumed.
- **Share and search options:** A subscription can be configured to restrict sharing and searching to within the organisation. If this option is enabled, administrators can still share specific web maps and other content with the public.
- **Share groups as galleries and applications:** You can embed a group's content as a gallery in a web page and create an application that displays a gallery of the group's content.



- **Enable pop-up windows on hosted tiled map services:** The [ArcGIS.com](https://www.esri.com) map viewer supports pop-up windows on hosted tiled map services. The map author can reference a feature service for displaying attribute information in pop-up windows.
- **Attach files with features on hosted feature service layers:** The [ArcGIS.com](https://www.esri.com) map viewer supports attaching images and other files with features in a hosted feature service layer.
- **Choose to publish feature data:** Publishers can choose whether to publish their feature data as a feature service when adding the data to their organisation or not.
- **Curate hosted feature service layers in a map:** Hosted feature service owners and administrators have the option to open a hosted feature service in the [ArcGIS.com](https://www.esri.com) map viewer with full editing capability so they can update and remove existing features in the service.

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- **Publish from item details**

page: Publishers can publish feature data and maps from the item details page.

- **Hide layer in legend:** Map authors have the option to hide a layer from being displayed in the legend.
 - **Additional URL parameters for authoring web maps:** Map authors have more fine-grained control with defining a map through URL parameters. New parameters are available for including a reference layer with the basemap, adding multiple ArcGIS Server services, and defining the visibility of layers.
 - **Application Templates:** Tailor your web maps to a specific audience using a variety of configurable application templates.
 - **Spatial Analysis Tools:** Empower you to answer questions and make important decisions using more than a simple visual analysis.
 - **Time Aware:** Time-enabled web maps allow you to step through periods of time, revealing patterns and trends in your data.
 - **Enterprise Logins:** Log in to ArcGIS Online using the same details that you use to access your enterprise information systems.
 - **Location Analytics:** Introduce spatial analytics to your existing business solutions.
 - **Network Analysis:** ArcGIS Online provides tasks that can be used to perform analyses on street networks. These include routing between locations, closest facility analysis and service area generation.
 - **Real-time data:** ArcGIS Online can be used as a platform to aggregate multiple real-time sources for presentation to multiple user types, from members of the public, GIS analysts, casual users, senior managers using ArcGIS Dashboards with configurable data feeds and widgets to support situational awareness and decision-making processes.
 - **Traffic Service:** Visualise real time traffic speeds and incidents such as accidents, construction sites, or street closures. This information can be used as an input parameter to any of the network services. The traffic map can also be used as a background map showing current traffic conditions.
 - **ArcGIS Dashboards:** Integrated application that provides a common
-

operating picture to help make decisions, visualise trends, monitor status in real-time, and inform communities.

- **ArcGIS Data Pipelines:** Integrate with external data sources to bring your business data into ArcGIS Online. Construct, run, reproduce and automate data preparation workflows. Connect to a variety of data sources including Amazon S3, Google BigQuery, Snowflake, feature layers, and others.

Sample Maps are shown in Appendix 1.

For a short introductory ArcGIS Online video click:

https://mediaspace.esri.com/playlist/dedicated/238048082/1_3dh5anly/1_3vos47vn

Further demonstration videos and introductory tutorials are available at:

<https://www.esri.com/en-us/arcgis/products/arcgis-online/resources>



3.2. Apps for ArcGIS

Esri provides a number of prebuilt applications for several different use cases within ArcGIS Online:

- **Sweet for ArcGIS** is an app for data collection with built-in configurable data quality checks, helping users capture and edit accurately the first time, every time. Create, edit, and explore spatial data in the browser or across multiple devices (Android, iOS, and Windows) whether out in the field or in the office - even when disconnected. Sweet is fully integrated with the ArcGIS system, meaning everyone benefits from using the same secure data for better-informed decision making. For more information see: <https://www.esriuk.com/en-gb/arcgis/products/sweet-forarcgis/overview>
- **Report Builder for ArcGIS** is a powerful builder application that enables you to design and publish any type of report in ArcGIS Online from simple factsheets to complex, multi-page area profiles. For more information see: <https://www.esriuk.com/en-gb/arcgis/products/report-builder-for-arcgis/overview>
- **ArcGIS Hub**; Part of Esri Geospatial Cloud, ArcGIS Hub is available at two license levels:
 - ArcGIS Hub Basic is included for free with ArcGIS Online. ArcGIS Hub Foundation enables organisations to meet their transparency obligations and publish data openly and cost effectively. It supports quick and simple no-code creation and management of a branded, robust and scalable Open Data portal that provides data storage, visualisation, search (keywords, tags, recommendation engine), download (common open formats) and API access to published datasets.
 - ArcGIS Hub Premium is an easy-to-configure community engagement platform that organises people, data, and tools through information-driven initiatives. Organisations of any type and any size, including government agencies, nonprofit groups, and academia, can maximise engagement, communication, collaboration, and data sharing. Using an initiative-based approach, organisations can:
 - Engage with citizens and customers on key initiatives, and organise communities of interest around those initiatives,
 - Enable data to be shared securely with partners, external users or customers to aide decision making and create more efficient, liveable, smart communities through crowd-sourced information, comments and even citizen/customer-driven data science and spatial analysis.
- **ArcGIS Field Maps** is an all-in-one app that uses data-driven maps to help fieldworkers perform mobile data collection and editing, find assets and information, and report their real-time locations. ArcGIS Field Maps is the go-to field app, powered by field maps, that streamlines the critical workflows field personnel use every day. Because it is built on ArcGIS, everyone—whether in the field or the office—will benefit from using the same data.
- **ArcGIS Navigator** is a professional mobile navigation app for Android and iOS that uses GIS software to route your field workforce. It comes with hundreds of global maps, or you can add your own custom map. Define travel modes, route on your own roads, and search your assets. Work online or offline and with other ArcGIS field operations solutions.
- **ArcGIS Dashboards** enables users to convey information by presenting locationbased analytics using intuitive and interactive data visualisations on a single screen. Every organisation using the ArcGIS system can take advantage of ArcGIS



Dashboards to help make decisions, visualise trends, monitor status in real time, and inform their communities. Tailor dashboards to your audiences, giving them the ability to slice the data to get the answers they need. Dashboards are essential information products, like maps and apps, providing a critical component to your geospatial infrastructure.

- **ArcGIS Workforce** is a mobile app solution that uses the power of location to coordinate your field workforce. It integrates work management to reduce reliance on paper and provides everyone with access to the authoritative data they need. ArcGIS Workforce is designed to help you reduce errors, boost productivity, and save money.
- **ArcGIS QuickCapture** is the fastest way to collect field observations. With this simple app, you can quickly record field observations from a moving vehicle while you scout locations, conduct aerial surveys, or assess damage. Send data back to the office for analysis in real time and eliminate time spent manually processing handwritten notes. ArcGIS QuickCapture is integrated with ArcGIS, so new data from the field can be used instantly for better decision-making.
- **ArcGIS Survey123** is a complete, form-centric solution for creating, sharing and analysing surveys. Use it to create smart forms with skip logic, defaults, and support for multiple languages. Collect data via web or mobile devices, even when disconnected from the Internet. Analyse results quickly, and upload data securely for further analysis.
- **ArcGIS Pro** is Esri's powerful, single desktop GIS application. Technologically ahead of everything else on the market, ArcGIS Pro supports data visualisation, advanced analysis and authoritative data maintenance in both 2D, 3D and 3D. ArcGIS Pro is tightly coupled with the ArcGIS system supporting data sharing across ArcGIS Online and ArcGIS Enterprise through Web GIS.
- **ArcGIS Earth** allows you to explore any part of the world. Work with a variety of 3D and 2D map data formats including KML. Display data, sketch placemarks, measure and perform interactive analysis, and add annotations. ArcGIS Earth has everything you need to easily understand spatial information, so you get the full picture.
- **ArcGIS for Microsoft 365** is a suite of applications delivering integration between ArcGIS and Microsoft 365. It is available free with an ArcGIS Online Subscription and appropriate Microsoft 365 subscriptions.
 - **ArcGIS for Power BI** is available inside Microsoft Power BI, create beautiful map visualisations that surface patterns and trends in your data. Gain context with ArcGIS maps and demographic data. Make better business decisions with ArcGIS Maps for Power BI.
 - **ArcGIS for Excel** puts Excel data in the context of location. Use location intelligence to transform your graphs and charts into interactive maps directly in Microsoft Excel to see data from another perspective.
 - **ArcGIS for Sharepoint** allows users to turn lists or data into colour coded point, clustered point or heat maps. Enrich key business measures with demographic and Esri lifestyle data. Geotag documents by placing them on the map and finding documents by location.
 - **ArcGIS for Teams** enables maps to be created and shared within Teams, allowing location to play a role in everyday collaboration, meetings and chats.
 - **ArcGIS Connectors for Power Automate** enables users to standardize automated business processes with spatial data and data management functions using low-code or no-code flows. Access geoenrichment, geocoding, and routing services to add demographics and location information to your data.

- **ArcGIS Business Analyst**

enables you to reach the right target customers in minutes by using ArcGIS Business Analyst on your desktop, tablet, or phone to identify the most profitable sites. Create beautiful maps and professional reports, no matter where you are. Instantly share your market research with decision makers. View policy impact to prioritise community projects or place new facilities. Use global data to create what-if scenarios and comparison reports.

- **ArcGIS GeoPlanner** allows you to create, analyse, and report on alternative planning scenarios in support of better more informed decision making.
 - **ArcGIS Urban** enables planners and design professionals to collaborate across teams with a web-based 3D application that supports scenario planning and impact assessment.
 - **ArcGIS CityEngine** is the advanced 3D city design application for creating, editing and sharing 3D building models and massive urban environments.
 - **ArcGIS Maps for Adobe Creative Cloud** allows design and communications professionals can choose from maps inside of Adobe's design apps and access them as vector or raster layers.
 - **ArcGIS Insights** interactively explore and analyse data from ArcGIS sources, Excel spreadsheets, big data and more, all in one experience.
 - **ArcGIS Reality** is a suite of photogrammetry software products designed to enable reality capture workflows for sites, cities, and countries. Create an accurate digital representation of the world at any scale and any extent. Turn drone and aerial imagery into visually stunning and highly accurate maps and 3D models. Interact with a digital world that shows places and situations as they truly are, layered with geospatial data that enriches reality with greater context.
- **ArcGIS Reality Studio** is a focused application for reality mapping from aerial images for entire cities and countries. A map-centric intuitive interface enables high production efficiency to deliver survey-grade representations of reality.
 - **ArcGIS Reality for ArcGIS Pro** is an extension of ArcGIS Pro allowing users to input images from drones or crewed aircraft to generate 3D outputs for reality mapping.
 - **Site Scan for ArcGIS** is cloud-based end-to-end reality mapping software for drone imagery, designed to simplify drone program management, imagery data collection, processing, and analysis.
 - **ArcGIS Drone2Map** is an intuitive desktop application focused on reality mapping from drone imagery, enabling offline processing and in-the-field rapid mapping.
- **ArcGIS Experience Builder** transforms your data into compelling web experiences without writing any code. Create web apps/pages using mobileadaptive widgets and templates.
 - **ArcGIS Instant Apps** are the latest generation of configurable apps, featuring a streamlined experience that lets you build apps quickly and easily using express setup mode, or you can switch to full setup mode to select additional tools and settings.
 - **ArcGIS StoryMaps** enables you to tell stories that inform your audience. Combine web maps with narrative text, photos, and other media.
 - **Industry-Specific ArcGIS Solutions** help you to jumpstart work with pre-configured apps for your industry. Choose from hundreds of focused apps to accomplish industry-specific workflows.



More information on these apps is available at:
<https://www.esri.com/enus/arcgis/products/index>

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3.3. Service Benefits

With ArcGIS Online, you can:

- Launch your GIS projects without further investment in infrastructure or staffing.
- Save money because you do not have to worry about software and data acquisition, management, and updates.
- Save time because you have access to ready-to-use content to build your applications.
- Develop web applications quickly by leveraging ArcGIS Online map and task services and the ArcGIS web mapping APIs. See developers.arcgis.com.
- Access pre-published maps and reference layers; browse templates, user guides, and tutorials; and view metadata through the [Esri UK Online Content Services](#) or through the global [ArcGIS Online Resource Centre](#).
- Easily organise, find and share geographic information to collaborate with other ArcGIS users who share a common interest.
- Visualise your data by creating and sharing interactive maps directly within Microsoft 365. More details are available [here](#).
- Provide your high-resolution imagery and street maps. Let us publish your professional imagery and street maps to the ArcGIS community as part of the ArcGIS Online Community Maps Programme. Learn more [here](#).
- Automatically scale your GIS - Handle short-term demand for GIS e.g. a new website launch or promotion.
- Have a resilient service, with no management requirement.

3.4. Complementary Services

In addition to this G-Cloud service, Esri UK offers the following complementary services through the G-Cloud framework:

- Cloud Support - GIS Cloud Consultancy and Transition Services
- Cloud Support - GIS Managed Cloud Services
- Cloud Software - ArcGIS in the Cloud
- Cloud Software - GIS Map and Data Services

In addition to our cloud capabilities, Esri UK provides a comprehensive portfolio of GIS solutions and services, including:

- Desktop, server and web-based GIS with additional functionality beyond that found in ArcGIS Online.
- Premium maps and datasets.
- Consultancy, training, implementation and support services relating to GIS.

Full details are available at the Esri UK website (www.esriuk.com).

Esri UK is listed on the following frameworks as well as G-Cloud:

- Digital Outcomes 6 - DOS6 (RM1043.8)



- Vertical Application Solutions - VAS (RM6259)
- Technology Online Purchasing Content - TOPC (RM6147)
- Space Enabled & Geospatial Services Dynamic Purchasing System (RM6235)
- Spark Dynamic Purchasing System - Spark (RM6094)

4. Sectors and Business Functions

ArcGIS Online is suited to many different sectors and business functions. We highlight the following specific sectors as examples:

4.1. Environmental Management

ArcGIS Online can be used to visualise, explore and measure change in the natural and urban environment, sustainability initiatives and local development frameworks and planning applications. Using ArcGIS Online, geospatial content can be shared with operations staff or contractors and the public for consultation. This provides a coordinated approach to environmental management and monitoring in areas such as core cities, forestry and coastal erosion. Findings discovered using ArcGIS Online can inform resource management decisions and management strategies. ArcGIS Online can be used in advancing sustainability initiatives in areas such as estate management, and in helping to detail locations of alternative forms of transport.

4.2. Asset Management

ArcGIS Online supports Asset Management and Building Information Modelling (BIM) for small and large construction projects as well as ongoing operational use in industries like electricity, gas and water utilities, ports and airports and road and rail. When coupled with other software it can provide 3D views of building and infrastructure and integrate this with other data to provide all the information required to manage, design, build, operate and ultimately demolish a built asset. ArcGIS Online supports many wider transport-related requirements including recording and publishing journey time information, traffic and pedestrian counts and journey performance. Planning, street, congestion and parking information can be easily entered or imported and then shared.

4.3. Emergency Management

ArcGIS Online provides templates for organisations to quickly create map-based applications for contingency planning, event management, crime analysis and emergency response. Real-time data feeds can be easily included into your map to provide a live view of an incident or external data feed.

4.4. Location Analytics

Use ArcGIS Online to map your data to any area or region in the world. Discover patterns that graphs and charts will not reveal. Access a full range of spatial analytics from the simple to the scientific. Start simply with find nearest or drive-times. ArcGIS includes a living atlas of the world, with beautiful and authoritative maps on hundreds of topics, such as demographics, businesses, consumer lifestyles, and natural hazards. Combine with your own data to answer questions you could not answer before.

With deployment of additional capabilities, ArcGIS Online can also be integrated out-of-the-box with Microsoft SharePoint, Excel and Power BI.

4.5. Health and Social Care

The NHS has undergone a significant change in recent years, with the structures for commissioning and service provision being transformed to offer more patient centric care and become more preventative through the inception of integrated care systems (ICS). This change is set to continue, for example the NHS England Long Term Plan outlines significant service reconfiguration across the health and social care sector. This equally applies to Scotland and Wales, where demand is changing and services need to adapt to cope.

ArcGIS, coupled with Esri data services, allows health and social care practitioners to capture, collate, manage, analyse, visualise, report and share patterns and trends in health indicators and outcomes. For example, flu outbreaks can be monitored, and epidemics such as COPD, C-Diff and diabetes can be tracked. The information can then be used to gain actionable insight and allow effective interventions to improve clinical outcomes and reduce spend.

The changing demographic of the population, with an increasingly elderly population and growing numbers of long-term conditions, is putting increased pressure on primary and secondary care services. There is a need to understand the demand, for example into A&E, elective and care homes, and to look at options to reconfigure services to meet the demand now and in the future. This transformational change can then be communicated to colleagues, stakeholders and the public to allow transparency, communication and collaboration. ArcGIS can also be used to support implementation, monitoring and reporting.

ArcGIS is used by Public Health Practitioners at National levels and by Local Authority Public Health teams to support epidemiology approaches, for example to track infectious diseases, such as Covid-19 and Ebola. The tools are also used by Clinical Commissioning Group (CCGs), Commissioning Support Units (CSUs) and Health Boards to support a location analytics approach to commissioning and monitoring delivery. Providers such as hospital trusts and ambulance trusts can also use a geographical approach to look at estates management, resource utilisation, asset management, drive times and routing so as to optimise operations. Location Analytics using big data, coupled with actuarial analysis, provides an effective operational and strategic management tool to support decision making and implementation.

The ArcGIS system can also be provisioned to use hosted services, secure hosted services including N3 compliant hosting options, or your own internal hosting services.



5. Service Provision and Usage

5.1. General Information

ArcGIS Online is offered as a public cloud, multi-tenancy SaaS.

5.2. Pricing

Pricing for these services is detailed on the Pricing document attached to this G-Cloud Service.

Time and Materials pricing is provided in the SFIA Rate Card also attached to this GCloud Service.

5.3. Terms and Conditions

Terms and Conditions for all services are detailed in the Terms and Conditions document attached to this G-Cloud Service.

5.4. Ordering and Invoicing Process

The ordering and invoicing processes for subscriptions to ArcGIS Online are described at Section 4.5, On-Boarding and Off-Boarding, below.

5.5. On-Boarding and Off-Boarding

5.5.1. On-Boarding

An organisation is required to purchase a subscription to use ArcGIS Online. Order processing, account creation, account management and billing functions for all chargeable services are handled by Esri UK. Please contact Esri UK Sales via the details in Section 1.1 to discuss your specific requirements and to set-up your ArcGIS Online Subscription.

The person who requested a subscription will receive an e-mail from the ArcGIS Online Accounts team with an activation link. The subscription must be activated by the person who will administer it.

Instructions for activating a subscription are available [here](#).

ArcGIS Online user instructions and help are available [here](#).

Extensive [tutorial videos and additional resources](#) are also available.

5.5.2. Off-Boarding

All User content (data and maps) can be downloaded by permitted users from their userspecific content repository.

Maps and layers created by users and uploaded to ArcGIS Online may be made "private" or deleted.

Administrators may remove the accounts of users who are registered as members of their organisation. At least one Administrator account must be maintained whilst a subscription is active. Further information on administering an organisation is published [here](#).

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5.5.3. **Data Standards**

If storing data within ArcGIS Online, your GIS data may be uploaded in CSV (text), GPX (XML) or Esri Shapefile formats. Esri Shapefile format is an open standard with a published [specification](#).

If adding a reference to an existing service (either from within your organisation or elsewhere on the Internet), you can add references to a:

ArcGIS Server web service
Keyhole Markup Language (KML)
Open Geospatial Consortium (OGC) web feature service (WFS)
OGC web map service (WMS)
OGC web map tile service (WMTS)
OGC feature layer
GeoJSON file on the web
Documents stored on the web
Images stored on the web

5.5.4. **Open Standards**

Esri UK supports the Government Open Standards Principles.

The Open Geospatial Consortium, Inc. (OGC) is an international specification for making your maps and data available in an open, internationally recognised format over the web. OGC services provide open access to geographic data and software functionality, allowing organisations to incorporate GIS into any application on a variety of computing and mobile devices. These open services help improve the sharing and interoperability of spatial information. ArcGIS Online currently supports five de-facto OGC specifications when reading data directly from other sources:

OGC API - Features

- Keyhole Markup Language (KML)
- Web Map Service (WMS)
- Web Map Service (WFS)
- Web Map Tile Service (WMTS)
- GeoRSS

You add references to existing services in the above formats to your map. These services could be your own existing services, those from other public sector organisations, such as those published on data.gov.uk, or from private sector organisations.

In addition, ArcGIS Online currently supports two de-facto OGC specifications and three de-jure (commonly adopted) open standards when publishing data held in ArcGIS Online directly:

OGC API - Features

- Web Map Service (WFS)
- Web Map Tile Service (WMTS)
- Esri Geoservices REST API
- GeoJSON

5.5.5. Data Extraction/Removal

Data can be easily downloaded as CSV or Shapefile using the tools within ArcGIS Online. All uploaded data and generated data will be available for extraction.

5.6. Training

Training services available from Esri UK are described [here](#).

You can also purchase an ArcGIS Online Launch Kit via the Esri UK Cloud Support Services. This is an on-site package to get you set up and assist in getting the best from using ArcGIS Online. This packaged service involves a hand-holding setup and knowledge transfer to your staff.

Bespoke training services are also offered (please see the SFIA document attached to this G-Cloud Service).

5.7. Customer Responsibilities

Customer Responsibilities are available in the separate Esri UK Terms and Conditions document attached to this Digital Marketplace entry.

The customer needs to ensure that they are themselves comfortable with the level of security that the service provides, and not to include any data onto the services for which they would require a higher level of security.

5.8. Service Constraints

Please see the Terms and Conditions document attached to this GCloud Service.

5.9. Technical Requirements

A standard broadband connection and modern web browser are the sole requirements. For the best performance, try and use the latest version of Safari, Edge, Firefox or Chrome.

Browser support details are documented [here](#).

5.10. Service Levels and Support

The full Service Level Agreement for ArcGIS Online is available in the separate Esri UK Terms and Conditions document attached to this Digital Marketplace entry.

Full help and documentation are available online. Additionally, our service includes access to our UK technical support desk. The Technical Support desk will be operational from 9.00 am to 5.30 pm UK time Monday to Friday, excluding English Public Holidays. Support Calls can be logged via the [My Esri](#) customer portal or by phone 01296 745555. The full Support Policy is available in the separate Esri UK Terms and Conditions document attached to this Digital Marketplace entry.

5.11. Service Management

Please see Section 4.10 for the standard service.

Customers can optionally subscribe to Esri UK's Service Management model for ArcGIS Online. This is based on the Government Digital Service guidelines, using ITIL principles for technical support and continuous service improvement. Key features of our service management capability are:

- Service Managers representing the service provided, accountable for operational delivery, quality, performance and continuous service improvement.
- The Technical Support team providing 2nd and 3rd line support both for core Esri products and for customer applications built by Esri UK.
- The Managed Cloud Services group carrying out monitoring of service availability, performance, and advanced reporting services.

Service management for ArcGIS Online can be bought through our Lot 3 offering, "GCloud Consultancy, Transition and Managed Cloud Services." The service is priced on a Managed Cloud Service Unit (MCSU) basis. The number of MCSUs required will be calculated based on software/application support requirements. The cost of an MCSU is provided in the Pricing document attached to this G-Cloud Service.

5.12. Backup/Restore/Disaster Recovery

ArcGIS Online infrastructure data is regularly backed up. Customer data is replicated to redundant infrastructure. ArcGIS Online provides customers with the ability to delete their data; however, it is the customer's responsibility to manage data retention to their own requirements. Unless a backup service is arranged with Esri UK, each Contracting Body shall retain its own backup of all data used with the services.

Recommended methods for backing up data are described in this [article](#).

The ArcGIS Online cloud infrastructures have business continuity plan policies and plans that are in alignment with ISO27001 standards. ArcGIS Online has a contingency plan and utilises redundant cloud infrastructure to minimise outages.

5.13. Termination Terms

Termination terms are covered in the separate Esri UK Terms and Conditions document attached to this Digital Marketplace entry.

5.14. Financial Recompense Model

Subscribers to ArcGIS Online benefit from the financial recompense model described in the Service Level Agreement for ArcGIS Online, which is available in the separate Esri UK Terms and Conditions document attached to this Digital Marketplace entry.

5.15. Data Restoration/Service Migration

The terms of the ArcGIS Online service provide for a period of time for the Contracting Body to extract its data upon termination of the service. No other data restoration or service migration capabilities are offered with ArcGIS Online. It is recommended that the Contracting Body retains a local copy of its data for restoration to ArcGIS Online and / or for service migration.

5.16. Trial Service

A trial subscription to ArcGIS Online is available free of charge for evaluation on a 21day term. More information is available [here](#).

5.17. Data Storage & Processing Locations

Data in transit loaded into ArcGIS Online is secured through the use of TLS 1.2.

Data at rest in ArcGIS Online is encrypted.

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ArcGIS Online supports Regional Data

Hosting, with options to host data either in the US or Europe. The Regional Data Hosting option can only be configured when a new ArcGIS Online account is created.

If the US is selected then any data loaded into ArcGIS Online will reside on United States soil, within the confines of Amazon Web Services US Regions (East, West) and Microsoft Azure US Regions (South Central, East, West). Customers will be notified if Esri proposes storing any of their data outside US soil.

If Europe is selected then all of the following will be stored in a data centre in the EU:

Features

Tiles

Data files (including feature attachments, scene layer packages and documents) Web maps

Although GIS data is stored in the regional hosting location, other information will still be stored and managed in the United States. This includes user information, item metadata, group information, sharing information and credit accounting.

Location-based services such as geocoding, routing, and geo-enrichment will also run in the United States. While these services run in the US, the input data and results are stored in the regional data centre.

An overview of the security, certifications and standards, including the TRUST eCertified Privacy and Privacy Shield framework, can be found at [ArcGIS Online – Security Overview](#).

All our services support the ICT Strategy and the Greening Government ICT Vision by reducing the need for on-premise IT infrastructure and consolidating IT infrastructure in a shared cloud environment. Our services are supported by the approach detailed in The Digital, Data and Technology Playbook.

5.18. Open-Source Components

From designing ArcGIS to work with many open-source technologies to releasing hundreds of open-source projects for people to hack and use, Esri believes in open source and wants to make ArcGIS better for everyone. For more details on our open source philosophy, please refer to this information: <http://www.esri.com/software/open>

For details on open source products acknowledgements, please refer to this document: <https://www.esri.com/content/dam/esrisites/en-us/media/legal/open-sourceacknowledgements/third-party-software-acknowledgements.pdf>.

5.19. Real-time Management Information

Current and historical health information of ArcGIS Online is available at <https://status.arcgis.com/>

In addition, you are able to access very detailed information on your ArcGIS Online account in the activity dashboard. This includes information on user activity, popular and unpopular content and geographical extents of items.



6. Our Experience

Esri UK has served the UK public sector since 1976. We work with central, local, regional and devolved government agencies and departments as well as transport and infrastructure, utilities and emergency services.

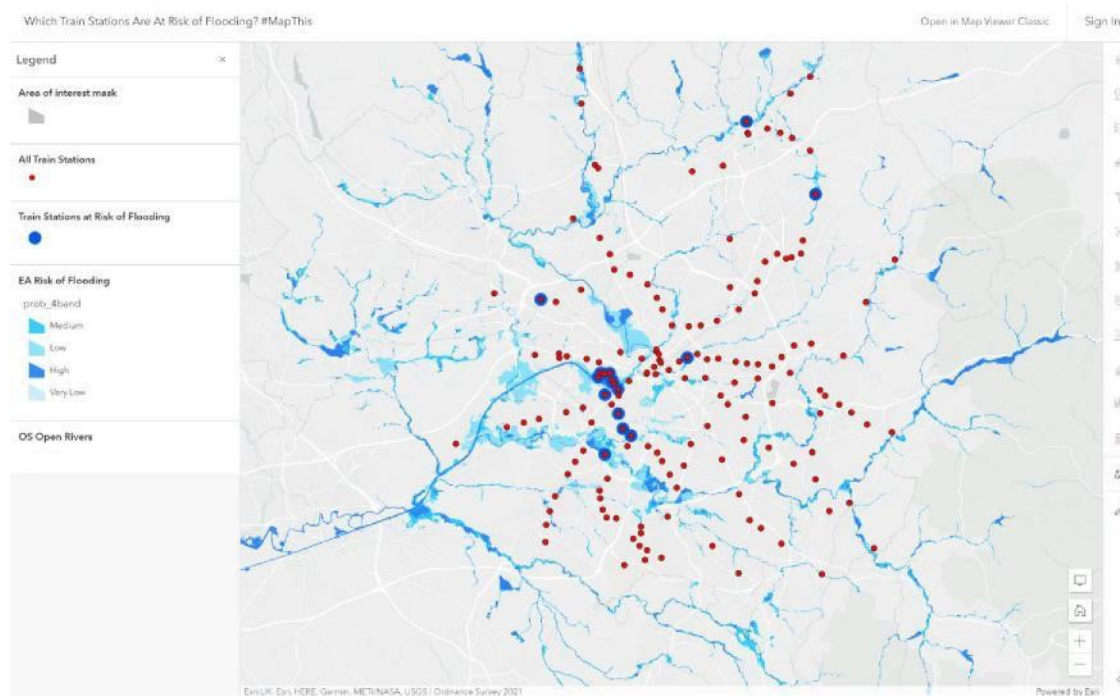
Since 2017 we have delivered over 600 UK public sector projects ranging from 1,000day+ implementation programmes to agile stage projects, web developments and consultancy assignments.

Relevant clients include: The Ministry of Defence, Army HQ, the Cabinet Office, the Ordnance Survey, the Environment Agency, Defra, Natural England, Natural Resources Wales, the Met Office, British Geological Survey, Transport for London, Transport for West Midlands, Crossrail, the Maritime and Coastguard Agency, the Forestry Commission and over 200 Local Authorities across the UK.

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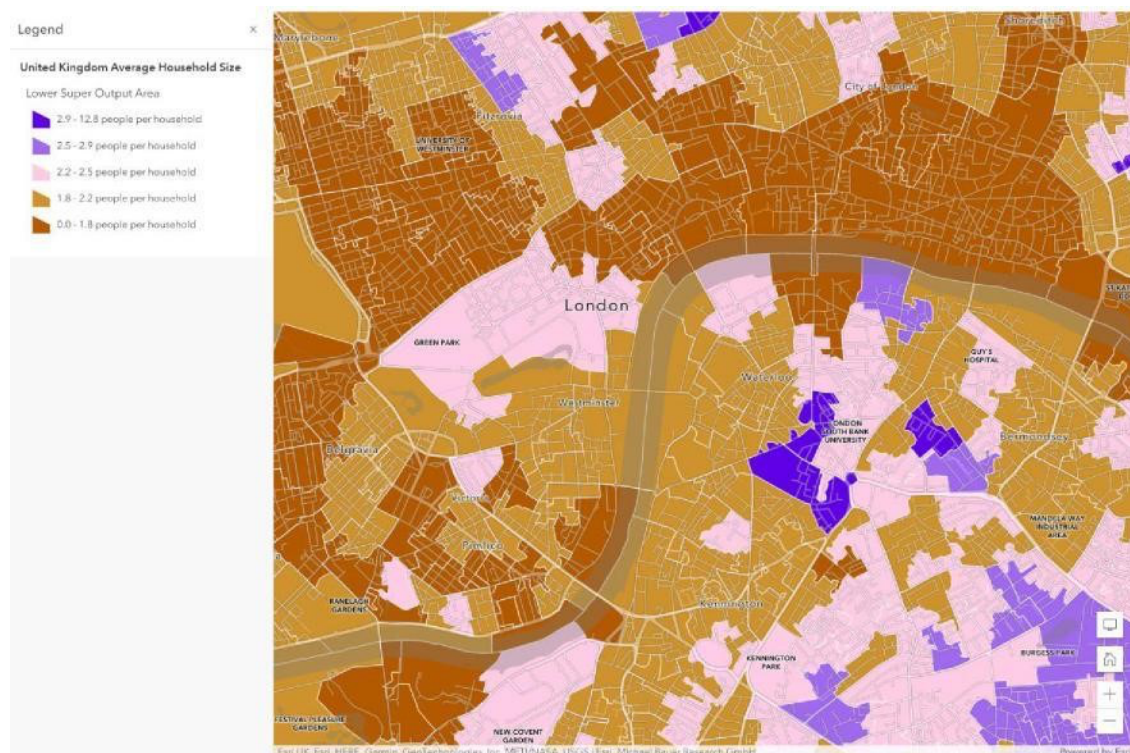
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Appendix 1 - Sample Online Maps



ArcGIS Online Webmap – Which Train Stations Are At Risk of Flooding?

(click on the map to open and interact with it in a browser window)

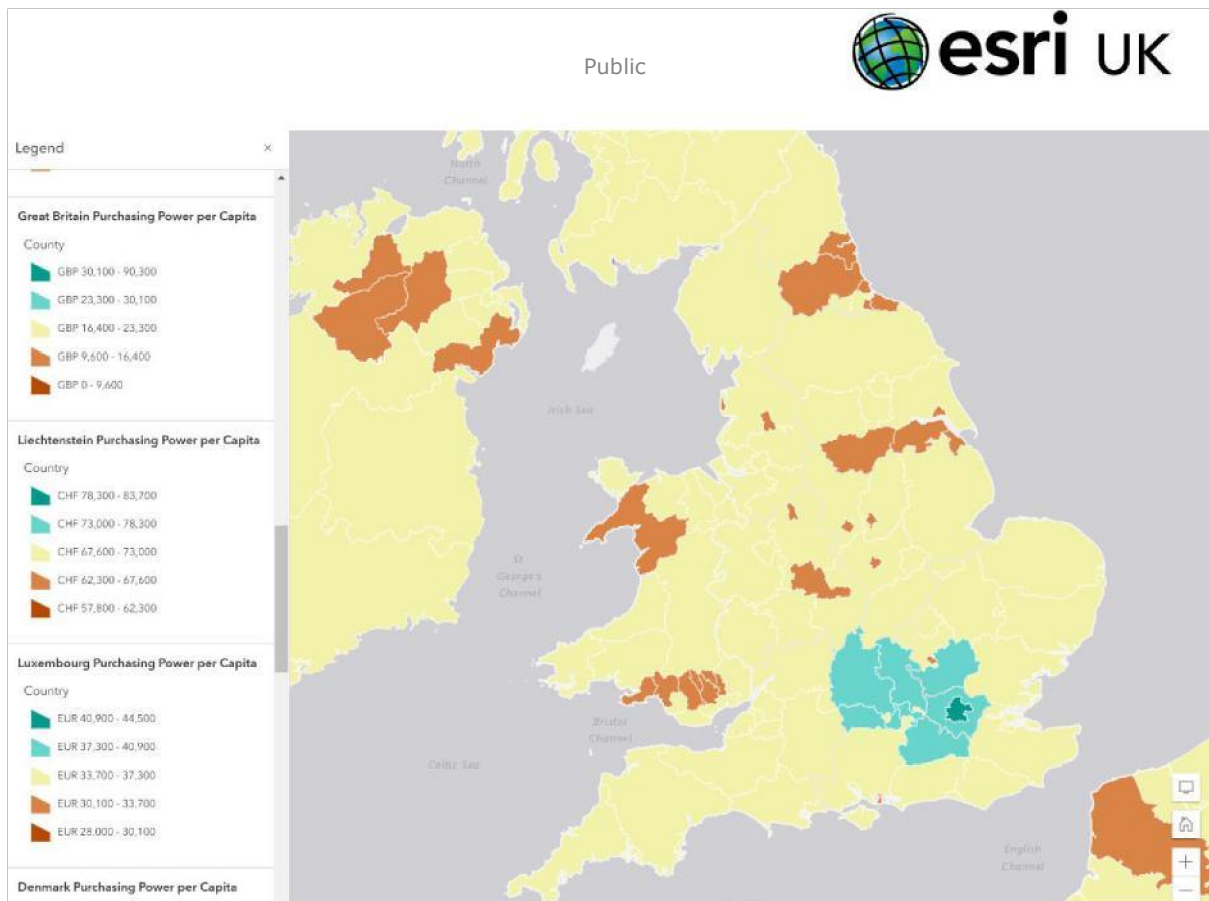


ArcGIS Online Webmap – Average Household Size in the United Kingdom

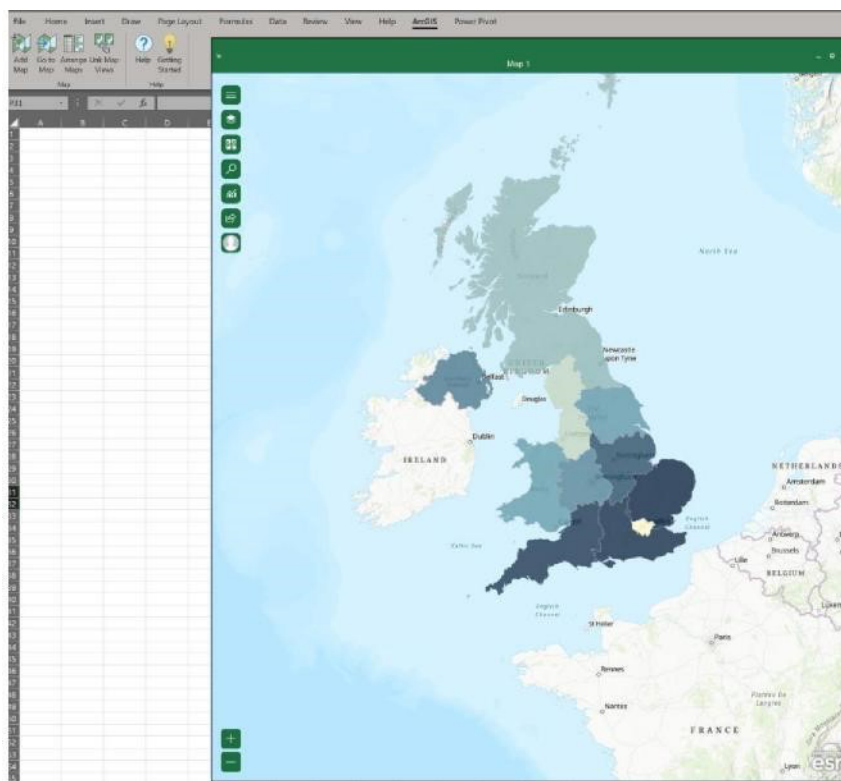
(click on the map to open and interact with it in a browser window)

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ArcGIS Online Webmap – Western European Purchasing Power Per Capita
(click on the map to open and interact with it in a browser window)



ArcGIS Online Webmap in ArcGIS Maps for Excel – sample data showing percentage of married couples in the UK.

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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) cannot be amended during the term of the Call-Off Contract. The Supplier's Pricing Document is embedded below.

The detailed Charges breakdown for the provision of the Services during the Term for this Call-Off Contract are:

Year 1:

ArcGIS Online: Professional user type annual subscription x 5 @ £4000 each

ArcGIS Online: Professional Plus user type annual subscription x 2 @ £6000 each

ArcGIS Online: Viewer user type annual subscription x 16 @ £170 each

ArcGIS Online: Creator user type annual subscription x 2 @ £1000 each **Subtotal:**
£36,720 (excluding VAT)

Optional Year 2:

ArcGIS Online: Professional user type annual subscription x 5 @ £4000 each

ArcGIS Online: Professional Plus user type annual subscription x 2 @ £6000 each

ArcGIS Online: Viewer user type annual subscription x 16 @ £170 each

ArcGIS Online: Creator user type annual subscription x 2 @ £1000 each **Subtotal:**
£36,720 (excluding VAT)

Total for Year 1 and optional Year 2:

£73,440 (excluding VAT)

Public



ArcGIS Online

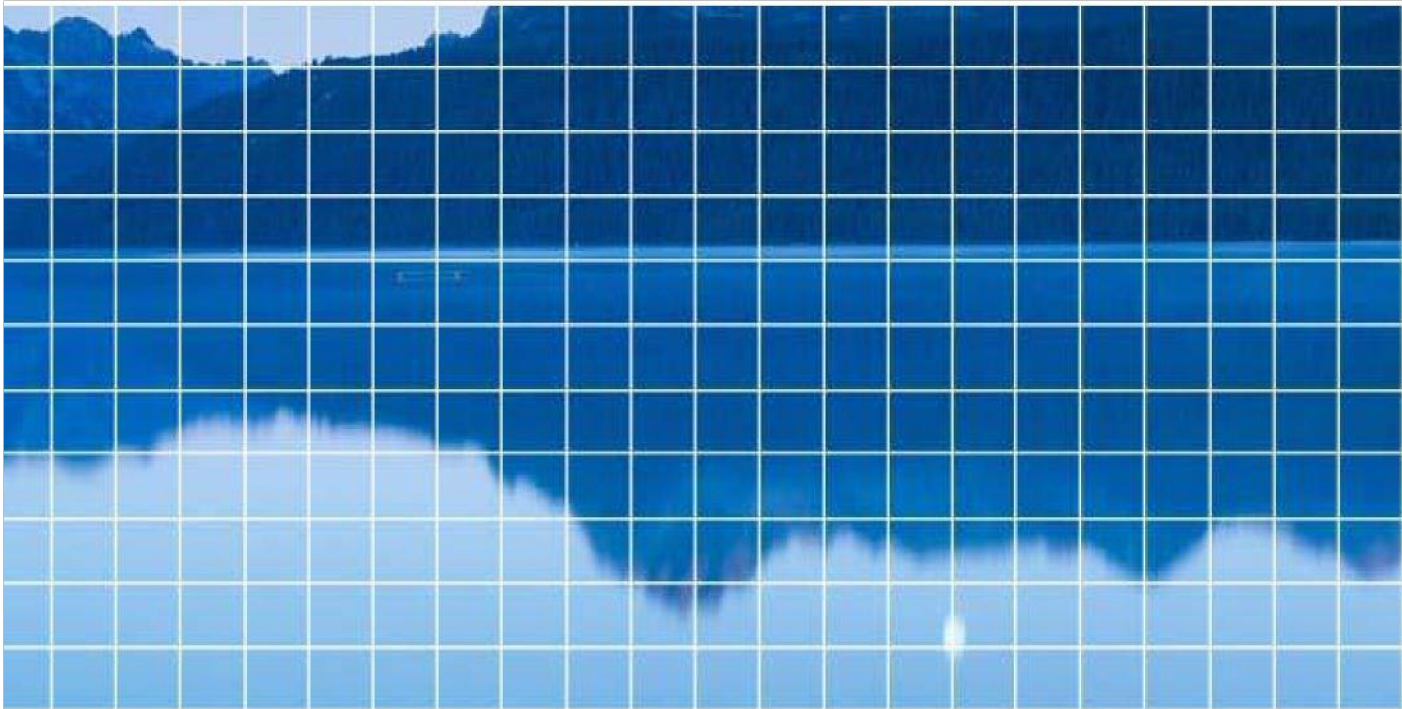
G-Cloud Services – RM1557.14

Pricing Document – Esri UK G-Cloud 14 – Cloud Software

Crown Commercial Service

Acknowledgement

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Systems Research Institute Inc in the United States, the European Community, or certain other jurisdictions.

Other companies and products mentioned herein may be trademarks or registered trademarks of their respective trademark owners.



1. Service Pricing

The Esri UK ArcGIS Online - Geographic Information System (GIS) Service includes the following components:

- A portal page and access to all the functionality in ArcGIS Online described in the Service Definition.
- A minimum of one Creator Named User Account is required. Additional users, user types and Insights for ArcGIS Online licences can be added to the Organisational Account – please refer to pricing table.
- Assigned roles for Named User Accounts.
- A pre-defined number of Service Credits, which covers typical usage by most customers – an Esri UK representative will be happy to discuss how credits are consumed and whether you are likely to exceed the included service credits.

Pricing is shown in the tables below.

ArcGIS Online Organisation Plan

Name	What's Included		Price per annum
	Service Credits per user	Capabilities	
Viewer¹ <i>Viewing your data I</i> Securely view maps, apps and content I Monitor Dashboards	0	Can View: <ul style="list-style-type: none">• Map Viewer• Scene Viewer• ArcGIS StoryMaps• ArcGIS Dashboards• ArcGIS Experience Builder• ArcGIS Instant Apps• ArcGIS Field Maps• ArcGIS Collector (Windows)• ArcGIS Web AppBuilder• Configurable Web Mapping Apps• ArcGIS Hub Basic• ArcGIS Maps for Adobe Creative Cloud• ArcGIS AppStudio• ArcGIS for Microsoft 365 (including ArcGIS for Excel, ArcGIS for Power BI, ArcGIS for SharePoint, ArcGIS for Teams, ArcGIS Connectors for Power Automate)	£170
Contributor¹ <i>Everything in Viewer plus</i> I Review and simple edit I Mark-up and annotate maps I Explore and collaborate	250	Everything in Viewer plus can use: <ul style="list-style-type: none">• ArcGIS Survey123• ArcGIS GeoBIM User Type Extension	£340

Mobile Worker ¹ <i>Everything in Contributor plus:</i> I Collect and update data I Receive work assignments I Navigate I Share location*	250	Everything in Contributor plus can use: <ul style="list-style-type: none">• ArcGIS QuickCapture• ArcGIS Workforce• Location Sharing user type extension	£585
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Public



Name	What's Included		Price per annum
	Service Credits per user	Capabilities	
Creator <i>Everything in Mobile Worker plus:</i> 1 Create and share maps and apps 1 Manage groups, members and content 1 Manage mobile workers 1 Basic analysis (desktop, web and mobile) 1 Manage and analyse imagery 1 ArcGIS Pro Basic	500	Everything in Mobile Worker (except Location Sharing extension) plus can use: <ul style="list-style-type: none">Web Editor³ArcGIS Pro Basic	£1,000
Professional² <i>Everything in Creator plus</i> 1 Advanced data management 1 Additional analysis 1 Manage utility networks and parcel fabrics 1 ArcGIS Pro Standard	500	Everything in Creator plus can use: <ul style="list-style-type: none">ArcGIS Pro Standard	£4,000
Professional Plus² <i>Everything in Professional plus</i> 1 Advanced analysis 1 Machine learning and deep-learning 1 ArcGIS Pro Advanced 1 Multiple extensions	500	Everything in Creator plus can use: <ul style="list-style-type: none">S LocateXTS CityEngineS Pro Advanced and the following ArcGIS Pro extensions:<ul style="list-style-type: none">1 ArcGIS 3D Analyst,1 ArcGIS Data Reviewer,1 ArcGIS Geostatistical Analyst,1 ArcGIS Network Analyst,1 ArcGIS Publisher,1 ArcGIS Spatial Analyst,1 ArcGIS Image Analyst,1 ArcGIS Workflow Manager	£6,000
ArcGIS Online Premium Feature Data Store M-2			£52,362
ArcGIS Online Premium Feature Data Store M- ³			£104,723
ArcGIS Online Premium Feature Data Store M-4			£209,445
ArcGIS Image Dedicated Dynamic Imagery Server			£47,032
ArcGIS Image Dedicated Dynamic Additional Imagery Server			£23,543

¹ **Note:** Customers must also have at least one Creator or higher to administer their ArcGIS Online subscription.

² **Note:** User types that include ArcGIS Pro are the only way customers can get ArcGIS Pro without having to purchase ArcGIS Desktop or ArcGIS Pro (stand-alone license option). See ArcGIS Desktop or ArcGIS Pro (stand-alone option) for additional information.

³ **Note:** General Availability – Anticipated with the ArcGIS Online 2024.R02 release.

ArcGIS Image Dedicated Dynamic Imagery Server 90 day License	£17,630
ArcGIS Image Dedicated Dynamic Additional Imagery Server 90 day License	£8,815
ArcGIS Image Dedicated Tiled Imagery Server	£26,875
ArcGIS Image Dedicated Tiled Additional Imagery Server	£13,438
ArcGIS Image Dedicated Tiled Imagery Server 90 day License	£10,079
ArcGIS Image Dedicated Tiled Imagery Additional Server 90 day License	£5,048
ArcGIS Image Dedicated Processor	£8,412
ArcGIS Image Dedicated Service Prepaid Plan	£8,412

Public



App Pricing

App or Extension	Price Per Annum
Sweet Data Editor ArcGIS Online per user	£745
Sweet Builder ArcGIS Online per user	£2,484
Report Builder for ArcGIS	£1,957
Drone2Map for ArcGIS Standard per user	£2,778
Drone2Map for ArcGIS Advanced per user	£6,339
ArcGIS Reality Desktop per user	£24,806
Site Scan Single Access per user	£497
Site Scan Single Operator per user	£4,967
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 50,000 Images	£24,833
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 100,000 Images	£39,732
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 150,000 Images	£57,115
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 200,000 Images	£76,981
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 300,000 Images	£104,297
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 500,000 Images	£163,895
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 750,000 Images	£225,976
Site Scan for ArcGIS Europe Hosted Custom Annual Subscription not to exceed 1,000,000 Images	£280,608
ArcGIS Insights per user	£824
ArcGIS CityEngine for ArcGIS Online per user	£3,591
ArcGIS Urban Online (App) per user	£4,096
ArcGIS Urban Suite Online per user	£5,913
ArcGIS Hub Premium Online Community (includes 100 community users).	£20,535
ArcGIS Hub Premium PoC six months	£6,805
ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Users	£2,740
ArcGIS Business Analyst Advanced Online Bundle per user	£7,165
ArcGIS Business Analyst Web App Advanced Online per user	£5,744

ArcGIS Business Analyst Pro for ArcGIS Online without Data Intl Version per user	£2,870
ArcGIS Business Analyst Standard Online Bundle per user	£1,683
ArcGIS Business Analyst Web App Standard Online per user	£190
Esri Community Analyst per user	£98
Navigator for ArcGIS per user	£118
ArcGIS Location Sharing User Type Extension for ArcGIS Online per user	£105
ArcGIS Image Analyst for ArcGIS Pro per user	£1,159
ArcGIS Geostatistical Analyst for ArcGIS Pro per user	£1,159

OFFICIAL

Public



App or Extension	Price Per Annum
ArcGIS Publisher for ArcGIS Pro per user	£1,159
ArcGIS Data Interoperability for ArcGIS Pro per user	£1,159
ArcGIS 3D Analyst for ArcGIS Pro per user	£1,159
ArcGIS Network Analyst for ArcGIS Pro per user	£1,159
ArcGIS Spatial Analyst for ArcGIS Pro per user	£1,159
ArcGIS Data Reviewer for ArcGIS Pro per user	£1,159
ArcGIS LocateXT for ArcGIS Pro per user	£1,159
ArcGIS Pro Online Extensions Bundle per user	£3,436
ArcGIS Application Unit*	£50
ArcGIS Software Unit**	£1,000

*Use one or more units to purchase new Apps when they are released.

** Use one or more units to purchase other ArcGIS term software.

Online Templates

The ArcGIS Online (Public) Service can be extended with additional capabilities through the deployment of freely downloadable templates. The appropriate template configuration should be discussed with an Esri UK representative. Please email sales@esriuk.com or telephone: 01296 745599 to discuss.

Esri UK Hosting Services

Esri UK can deploy other Esri software into a Cloud environment of your choice. Additional capabilities include:

- Hosting ArcGIS for Server in the Cloud
- Provisioning and hosting additional data sets
- Enhanced application functionality
- Dedicated cloud platform

- Dedicated bandwidth
- Integration with partner capabilities
- Other cloud-based services.

Support for these capabilities may be purchased through Esri UK's other G-Cloud 14 offerings:

- Cloud Support - GIS Cloud Consultancy and Transition Services
- Cloud Support - GIS Managed Cloud Services
- Cloud Software – ArcGIS in the Cloud

Please email sales@esriuk.com or telephone: 01296 745599 to discuss.

Schedule 3: Collaboration agreement – N/A Schedule 4:
Alternative clauses – N/A

Schedule 5: Guarantee N/A

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.

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Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • 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>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.
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Call-Off Contract	<p>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-</p>
	<p>Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.</p>
Charges	<p>The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.</p>
Collaboration Agreement	<p>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.</p>

Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.

Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
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Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>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>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.

Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
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ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employmentstatus-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Financial Metrics	The following financial and accounting measures: <ul style="list-style-type: none"> • Dun and Bradstreet score of 50 • Operating Profit Margin of 2% • Net Worth of 0 • Quick Ratio of 0.7

Force Majeure

A force Majeure event means anything affecting either Party's performance of their obligations arising from any:

- acts, events or omissions beyond the reasonable control of the affected Party
- riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare
- acts of government, local government or Regulatory Bodies
- fire, flood or disaster and any failure or shortage of power or fuel
- industrial dispute affecting a third party for which a substitute third party isn't reasonably available

The following do not constitute a Force Majeure event:

- any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain
- any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure
- the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into
- any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans

Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.14 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.

G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.

Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.

Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

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

Insolvency event	<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> <p>(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</p> <p>(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</p> <ul style="list-style-type: none"> • (c) all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	<p>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.</p>

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
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Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the GCloud 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, byelaw, 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.
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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.
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Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
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Project Specific IPRs	<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>
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Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call- Off Contract, whether those services are provided by the Buyer or a third party.

Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see
	https://www.gov.uk/service-manual/agiledelivery/spend-controlscheck-if-you-needapproval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.

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

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

Term	The term of this Call-Off Contract as set out in the Order Form.
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).
Variation Impact Assessment	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none">a) 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;b) details of the cost of implementing the proposed variation;c) 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;

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

Schedule 7: UK GDPR Information

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

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are: **REDACTED UNDER CLAUSE 40 FOIA 2000**

1.2 The contact details of the Supplier's Data Protection Officer are: **REDACTED UNDER CLAUSE 40 FOIA 2000**

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

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

Description	Details
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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, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>Names, addresses, phone numbers, email addresses and other contact details relating to, BDUK users.</i></p> <p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</i></p> <p><i>The names, business email addresses, mobile phone numbers, and IP addresses of the Buyer's Authorised Users of the software.</i></p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Framework Agreement) for which the Buyer is the Controller,</i>
Duration of the Processing	<p><i>The duration of the processing will be: until the earliest of (i) expiry/termination of the Call-Off Contract or (ii) the date upon which processing is no longer necessary for the purposes of either party performing its obligations under the Call-Off Contract (to the extent applicable).</i></p>

Nature and purposes of the Processing	<i>The nature of processing will include the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management.</i>
Type of Personal Data	<i>The nature of processing will include the storage and use of names and business contact details of staff of both the Buyer and the Supplier as necessary to deliver the services and to undertake contract and performance management.</i>
Categories of Data Subject	<i>Staff of the Buyer and the Supplier, including where those employees are named within the Contract itself or involved within contract management.</i>
International transfers and legal gateway	<i>All data to be stored in the European Union and/or United Kingdom region(s).</i>
Plan for return and destruction of the data once the Processing is complete	<i>All relevant data to be deleted within 60 days of the expiry or termination of this Call-Off Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.</i>

Annex 2 - Joint Controller Agreement N/A

Schedule 8 (Corporate Resolution Planning) N/A

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 name of Supplier ("the Supplier") [insert]
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	
	[Supplier to insert] assessment of impact]

Likely impact of the proposed variation:	
Outcome of Variation	

Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [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]

- 1 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
- 2 Words and expressions in this Variation shall have the meanings given to them in the Contract.
- 3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature _____

Date _____

Name (in Capitals) _____

Address _____

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

Signature

OFFICIAL
OFFICIAL

Date

Name (in Capitals)

Address

OFFICIAL