

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

Part A: Order Form	2
Part B: Terms and conditions	24
Schedule 1: Services	48
Schedule 2: Call-Off Contract charges	52
Schedule 6: Glossary and interpretations.....	54
Schedule 7: UK GDPR Information	73
Annex 1: Processing Personal Data.....	74

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	331052849118274
Call-Off Contract reference	CCIT22A58
Call-Off Contract title	The Provision of Data Hosting Services
Call-Off Contract description	<p>This Call-Off Contract is for the replacement/ lift and shift of the current Government Project Delivery Hub onto WordPress including the hosting of the Service. There is no additional user requirements collation.</p> <p>This Call-Off Contract includes some additional known additional functionality, and custom enhancement contingency for the pursuit of continuous improvement in the Service.</p>
Start date	6th February 2023
Expiry date	5th February 2026 If the Extension period is utilised, the end date will be 5th February 2027
Call-Off Contract value	£214,301.22 (ex VAT) inclusive of twelve (12) month Option Extension
Charging method	BACs
Purchase order number	TBC

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

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

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

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

From the Buyer	REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.
To the Supplier	REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.

Together the 'Parties'

Principal contact details

For the Buyer:

Title: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information**

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

For the Supplier:

Title: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information**

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

Call-Off Contract term

Start date	This Call-Off Contract Starts on 6th February 2023 and is valid for three (3) years .
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 [4] [weeks] 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> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</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 required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and are as set out in the Service Description for the Digital Marketplace platform service ID 331052849118274. In order to be explicit on what should be delivered, Schedule 1: Services below outlines the requirements with greater granularity. For the avoidance of doubt, this does not replace the Service Definition Document.</p>
Additional Services	N/A
Location	<p>The Services are to be delivered remotely.</p>
Quality Standards	<p>The quality standards to be complied with by the Supplier under the above Lot are listed in Framework Schedule 4 and are as set out in the Service Description for the Digital Marketplace platform</p>

	<p>service ID 331052849118274. In order to be explicit on what should be delivered, outlined below are the requirements. For the avoidance of doubt, this does not replace the Service Definition Document.</p> <ul style="list-style-type: none"> • Compliance with ISO9001- Quality Management. • Compliance with ISO27001- Information security, cybersecurity and privacy protection. • Compliance with Cyber Essentials • Compliance with any additional quality standards set out in the rest of the contract via clauses. • Quality assurance processes are in place that can demonstrate that code can be packaged, deployed, tested and quality assured across all environments.
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • Compliance with the Technology Code of Practice, where not possible, validated by the Buyer during the Call-Off Contract Term; and • Compliance with the Service Standard, where not possible, validated by the Buyer during the Call-Off Contract Term. This must include compliance with WCAG 2.1 AA.
Service level agreement:	<p>The Buyer will measure the quality of the Supplier's hosting service level only using the following Service Level Agreement metrics:</p>

SLA	Service Area	SLA Description	Target
1.	Response to support requests	Following 'Test Site Demonstration Complete' less than or equal to 30 minutes response time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to emergencies (Complete loss of an entire service for all users, or severe degradation resulting in inability to function)	<=30 minutes
2.	Response to support requests	Following 'Test Site Demonstration Complete' less than or equal to <u>1 hour</u> response time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to urgent issues (Site functioning improperly resulting in some loss of service/system failure removing service from a number of users)	<=1 hour
3.	Response to support requests	Following 'Test Site Demonstration Complete' less than or equal to 2 hours response time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to non-critical issues (Site functioning at less than optimal performance/system problem impacting but not removing service, resolve minor bugs/site errors)	<=2 hours
4.	Response to support requests	Less than or equal to 4 hours response time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to custom enhancement contingency support requests (Site functioning at less than optimal performance/system problem impacting but not removing service, resolve minor bugs/site errors)	<=4 hours

5.	Resolution time	Following 'Test Site Demonstration Complete' less than or equal to <u>1 hour</u> resolution time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to emergencies (Complete loss of an entire service for all users, or severe degradation resulting in inability to function)	<=1 hour
6.	Resolution time	Following 'Test Site Demonstration Complete' less than or equal to 4 hours resolution time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to urgent issues (Site functioning improperly resulting in some loss of service/system failure removing service from a number of users)	<=4 hours
7.	Resolution time	Following 'Test Site Demonstration Complete' less than or equal to 4 days resolution time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to non-critical issues (Site functioning at less than optimal performance/system problem impacting but not removing service, resolve minor bugs/site errors)	<=4 days
8.	Resolution time	Less than or equal to 10 working days Resolution time during normal business hours (8am to 6pm Monday to Friday (excluding bank holidays) to the Buyer in response to custom enhancement contingency support requests (Site functioning at less than optimal performance/system problem impacting but not removing service, resolve minor bugs/site errors)	<=10 working days
9.	Contractual Milestones	Achieve the contractual milestones before or on the delivery date.	before or on the delivery date.

Missing SLA targets for SLA 5 and 6, where it is determined by both parties that the responsibility sits with the Supplier, will be treated as

	<p>non-availability of the Service/unscheduled down time and will reduce the Service Availability measure.</p> <p>Where SLA targets for SLAs 5, 6 and 7, are highly likely to be missed for resolving an issue, the Supplier should roll back to the last stable version within the resolution time for that issue. This will not be considered as resolving the issue in line with the SLA. This should be a temporary fix while the Supplier resolves the fault permanently.</p> <p>Unscheduled down time that causes the 'Service Availability' to drop below 99.9%, where it is determined by both parties that the responsibility sits with the Supplier, the monthly Service Fee is to be reduced by 10% for each full percentage below the agreed level, up to a maximum credit in that calendar month of 50%.</p> <p>Where it is determined by both parties that the responsibility sits with the Supplier, for every full day a contractual milestone is delayed in relation to SLA 9, unless the delay is as a result of both parties agreeing to the milestones being rescheduled, a reduction to the payment in relation to the contractual milestone will be made. This will be a reduction of 20% of the equivalent day rate to that milestone per full business day of delay, up to a maximum of 10 working days.</p>
Onboarding	N/A

Offboarding	<p>Upon written notification from the Buyer, the Supplier will agree a suitable date/time for closing the service.</p> <p>Upon closing the service, the Buyer has the option of being supplied with either:</p> <ol style="list-style-type: none"> 1. An export (image) of the Virtual Machine in qcow or RAW format. 2. An export of the website's file system and database. Format for the database will be MySQL, format for the file system will be .zip format. <p>Exports are supplied as an encrypted file containing the exported files. Data available to the Buyer for exporting includes:</p> <ul style="list-style-type: none"> • Content
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	<ul style="list-style-type: none"> • Metadata • Structure • Configuration <p>Where the VM export has been chosen, log files can also be supplied. All consumer data will be returned in the exports provided. Flexible options are available for handing over the export to the Buyer, dependent upon the Buyer's preferences (Buyer transfers via SFTP, Supplier transfers via SFTP on Buyer's behalf, physical transfer via appropriate medium/channel).</p> <p>Exports into custom data formats not mentioned above will be chargeable via custom enhancement contingency.</p> <p>As per the agreed payment profile, the Supplier will liaise with a new Supplier appointed by the Buyer upon conclusion of the Call-Off Contract, up to a maximum of seven working hours.</p>
Collaboration agreement	N/A
Limit on Parties' liability	<p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 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 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	N/A
Buyer's equipment	N/A

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:

	<ul style="list-style-type: none"> • Supplier Mobilised <ul style="list-style-type: none"> ○ 10% of Contract value in arrears (excluding costs associated with project management contingency, service charges, 2FA authentication plugin license, liaison with new supplier contingency and custom enhancement contingency) • Discovery Complete <ul style="list-style-type: none"> ○ 10% of Contract value in arrears (excluding costs associated with project management contingency, service charges, 2FA authentication plugin license, liaison with new supplier contingency and custom enhancement contingency) • Test Site Demonstration Complete <ul style="list-style-type: none"> ○ 60% of Contract value in arrears (excluding costs associated with project management contingency, service charges, 2FA authentication plugin license, liaison with new supplier contingency and custom enhancement contingency) • Production Site Complete <ul style="list-style-type: none"> ○ 10% of Contract value in arrears (excluding costs associated with project management contingency, service charges, 2FA authentication plugin license, liaison with new supplier contingency and custom enhancement contingency) • Site Migration Complete <ul style="list-style-type: none"> ○ 10% of Contract value in arrears (excluding costs associated with hosting, maintenance, liaison with new supplier contingency and custom enhancement contingency) • Service Charges <ul style="list-style-type: none"> ○ paid for monthly in arrears • Liaison with new Supplier contingency <ul style="list-style-type: none"> ○ paid in arrears upon completion • Custom enhancement contingency <ul style="list-style-type: none"> ○ Paid in arrears upon completion of each specific custom enhancement contingency activity. ○ Where a specific custom enhancement contingency activity is over 20 hours of work, the Buyer and Supplier will agree a key milestones/deliverable plan with an associated payment plan. • Project Management contingency <ul style="list-style-type: none"> ○ Paid in arrears upon completion of each specific project management contingency activity • 2FA Authentication Plugin license <ul style="list-style-type: none"> • Paid in arrears yearly.
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Invoice details	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique Purchase Order (PO) Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.</p>
Who and where to send invoices to	<p>All electronic invoices must be sent, quoting the valid PO Number, to the following address:</p> <p>REDACTED TEXT under FOIA Section 43 Commercial Interests.</p> <p>Paper invoices can be sent to:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>An electronic copy of the invoice must also be sent to:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information.</p> <hr/> <p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>If you have a query regarding an outstanding payment please contact our Accounts Payable section either by email to:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>or by post at:</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information. REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information.</p>


Invoice information required	<p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e. Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
Invoice frequency	<p>Invoice will be sent to the Buyer in arrears in line with the payment profile.</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is £214,301.22 (exc.VAT)</p>
Call-Off Contract charges	<p>The Call-Off contract charges are in line with the pricing document as set out in the pricing document for the Digital Marketplace platform service ID 331052849118274. This is included within Schedule 2 along with the pricing clarification document provided by the Supplier.</p> <p>The Call-Off Contract charges over the three-year contract term are (exc.VAT):</p> <ul style="list-style-type: none"> • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. <p>The Call-Off Contract charges for the optional extension are (exc.VAT):</p> <ul style="list-style-type: none"> • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests. • REDACTED TEXT under FOIA Section 43 Commercial Interests.

- REDACTED TEXT under FOIA Section 43 Commercial Interests.

Additional Buyer terms

Performance of the Service			
	Milestone/ Deliverable	Description	Timeframe or Delivery Date
	1	Supplier Mobilised Measurement: Supplier's people resources have started work on 'Discovery'	06/02/23
	2	Discovery Complete Measurement: Supplier & Client agree on the functionality for the Test site Measurement: Demonstration of the agreed design system (Cascading Style Sheets and related aspects) and approved by the Buyer. Measurement: Mock ups of the main page types showing all design elements implementing the approved design system, approved by the buyer.	24/02/23
	3	Test Site Demonstration Complete Measurement: Functionality agreed in 'Discovery' and set out in contractual requirements has been demonstrated and the site has no known bugs that will affect the quality of User Acceptance Testing. Measurement: Deployment pipeline and quality assurance processes have been tested and demonstrate that code can be packaged, deployed, tested	31/03/23

		and quality assured across all environments.		
	4	Production Site Complete Measurement: All bugs identified during User Acceptance Testing have been resolved.	26/05/23	
	5	Site Migration Complete Measurement: All users from the current Service can now use the new Service.	16/06/23	
	6	Exit Complete Measurement: Exit Plan has been completed.	24/01/26	
	7	Contract Expiry	05/03/26	
	KPI	Service Area	KPI Description	Target
	1	Availability	REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.
	2	Availability	Routine maintenance to not exceed 2 hours per month	<+1 hour per month
	3	Availability	REDACTED TEXT under FOIA Section 43 Commercial Interests.	REDACTED TEXT under FOIA Section 43 Commercial Interests.
	4	Availability	Service Availability of 99.9% within every calendar month.	>=99.9%
The following incentives to hit the KPI target are as follows:				
<ul style="list-style-type: none">Missing KPI targets for KPIs 1 to 2, where it is determined by both parties that the responsibility sits with the Supplier, will be treated as non-availability of the Service/ unscheduled down time and will reduce the Service Availability measure.Unscheduled down time that causes the 'Service Availability' to drop below 99.9% (KPI 4) where it is determined by both parties that the responsibility sits with the Supplier, the monthly Service Fee to be reduced by 10% for each full percentage below the				

	agreed level, up to a maximum credit in that calendar month of 50%.
Guarantee	N/A
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:</p> <ul style="list-style-type: none"> • that the Work shall be performed with reasonable skill and care and in compliance with all applicable laws, enactments, orders, regulations and other similar instruments in force from time to time; and • The Supplier will address errors in the Works excluding any third-party components provided such errors are agreed between the Parties as a non-compliance with the Call-Off Contract and any subsequent agreed and documented Specification and provided such errors are reported in the specified way by the Buyer within 45 working days of the Works being delivered to the client for acceptance testing. Except as expressly set out in the terms all conditions, terms, warranties, undertakings and obligations express or implied by statute (including without limitation, those of satisfactory quality or of fitness for a particular purpose (even if that purpose is made known expressly or by implication to the Supplier)), common law, custom, trade usage or otherwise and all liabilities in respect of the same (if any) are excluded.
Supplemental requirements in addition to the Call-Off terms	<p>Annex E – Security Management:</p>  <p>Annex E - Security Schedule for Development.pdf</p>

Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used
Intellectual Property	<p>The Buyer acknowledges that all Intellectual Property in the Works and the Software is owned and is the sole property of Connect.</p> <p>The Supplier acknowledges that any and all the Intellectual Property Rights in the content including all information and data published on any website which has been developed by the Supplier as part of the Works will be the sole property of the Buyer.</p>
Social Value	<p>Sustainability:</p> <ul style="list-style-type: none"> • consider environmental sustainability across all aspects of contract implementation. • provide examples of how the Supplier delivers sustainably and are working towards a 'Net Zero' target.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and

Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

Signed	Supplier	Buyer
Name	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
Title	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
Signature	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
Date	06/02/23	06/02/2023

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

Customer Benefits

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

[G-Cloud 13 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)

- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)

- 25 (Publicity and branding)

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

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

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

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

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

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

3. Supply of services

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

4. Supplier staff

- 4.1 The Supplier Staff must:
 - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI

reference number from the summary outcome screen and promptly provide a copy to the Buyer.

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

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

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

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

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

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

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

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

- 9.4.1 a broker's verification of insurance

- 9.4.2 receipts for the insurance premium

- 9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

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

11. Intellectual Property Rights

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

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

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

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

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

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

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

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

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

- (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 misappropriates 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 judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

- 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 G-Cloud Services.

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: <https://www.gov.uk/government/publications/government-securityclassifications>

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

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

Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15.

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 GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
- 21.6.2 there will be no adverse impact on service continuity
- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

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

23. Force majeure

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

24. Liability

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

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

Supplier's liability:

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

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

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

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

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

24.2 will not be taken into consideration.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
 - 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to
- End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- | | |
|---------|---|
| 29.2.1 | the activities they perform |
| 29.2.2 | age |
| 29.2.3 | start date |
| 29.2.4 | place of work |
| 29.2.5 | notice period |
| 29.2.6 | redundancy payment entitlement |
| 29.2.7 | salary, benefits and pension entitlements |
| 29.2.8 | employment status |
| 29.2.9 | identity of employer |
| 29.2.10 | working arrangements |
| 29.2.11 | outstanding liabilities |
| 29.2.12 | sickness absence |

- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

- 29.3 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.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
 - 29.5.1 its failure to comply with the provisions of this clause
 - 29.5.2 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
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:

- Plans
 - Provide an implementation plan, prior to Contract start date on how the contractual milestones will be delivered.
 - Provide an Offboarding/ Exit plan, prior to Contract start date for the following eventualities:
 - Closing the Service
 - New Supplier is awarded for similar scope.
- Hosting
 - Development, User Acceptance Testing, and Production environments to be hosted on a server in the United Kingdom on a private network.
- Design System
 - Implementation of the Buyer's chosen design system (Cascading Style Sheets and related aspects)
 - Migration of current service content to the new site implementing the new design system
 - Make a design system of the Buyer's choice available to admin users when generating custom content.
- Migration
 - When users are migrated over to the new Service all their profile data should be retained with impact on the users limited to password resets.
- Product
 - Service to be delivered on the WordPress content management system.
- Functionality
 - All existing functionality and admin access (including customisations) of the current Service to be provided on the new Service for frontend/ backend.
 - For avoidance of doubt - a file structure in the backend for media
 - All existing Service interfaces/ integrations/ plug-ins (or equivalents) to be used for the new Service
 - All data (including content & personal data) to be migrated from the current Service to the new Service

- Two Factor Authentication for the backend only.
- E-mails from the site to be sent via Gov.uk Notify
- Able to be accessed on the last two major versions of:
 - Internet Explorer
 - Google Chrome
 - Mozilla Firefox
 - Microsoft Edge
 - Opera
 - Safari.
- User Acceptance Testing
 - Conduct User Acceptance Testing with 20 users across multiple government organisations.
- Training
 - Backend training on using the content management system for 5 users.
- Custom Enhancement Contingency
 - **REDACTED TEXT under FOIA Section 43 Commercial Interests.**
- Volumes
 - Able to host circa. 16,000 users over the Call-Off Contract Term
- Continuous Improvement
 - continually improve the way in which the required Services are to be delivered throughout the Contract duration.
 - present new ways of working to the Buyer during performance reporting at quarterly Contract review meetings.
 - changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.
- Management information/ reporting
 - Performance reporting every two weeks (not exclusively) prior to 'Site Migration Complete':
 - Headlines of progress in the previous two weeks.
 - Progress against Implementation Plan
 - Estimate of dates of completion vs. contractual milestones

- Top Risks & issues impacting on contractual milestones, scope & quality
 - Actual vs. Contractual Service Level Agreements/ Key Performance Indicators
 - New ways of working in pursuit of continuous improvement (on a quarterly basis)
- Performance reporting every four weeks (not exclusively) post 'Site Migration Complete' including (not exclusively):
 - Actual vs. Contractual Service Level Agreements/ Key Performance Indicators
 - Custom Enhancement contingency hours left
 - Incident notifications as soon as practical when there is unplanned downtime or a new bug is identified.
 - New ways of working in pursuit of continuous improvement (on a quarterly basis)
- Incident reporting as soon as practical including (not exclusively):
 - Summary
 - Timeline including when it happened and when it was resolved, actions taken to resolve the issue and the impact of the issue.
 - Root Cause in as much detail as possible
 - Resolution and recovery including (successful and unsuccessful) actions taken and when they were implemented.
 - Corrective and Preventative actions including what measures will be taken to prevent a similar incident with any changes to systems or processes
- Performance reporting at a suitable time prior to 'Exit Complete':
 - Headlines of progress in the previous two weeks.
 - Progress against Exit Plan
 - Estimate of dates of completion vs. contractual milestones
 - Top Risks & issues impacting on contractual milestones & quality
- Contract Review Meetings
 - Contract Review meetings should happen at least once per week prior to 'Site Migration'. At these meetings a performance report must be presented every two weeks. Attendance from the Supplier should be made up of people resource appropriate for the ongoing activity of the project to be able to

answer the questions of the Buyer efficiently and effectively.

- Contract Review meetings should happen at least every two weeks post 'Site Migration'. At these meetings a performance report must be presented every four weeks. Attendance from the Supplier should be made up of people resource appropriate for the ongoing activity of the project to be able to answer the questions of the Buyer efficiently and effectively.

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the

Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the

Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include over the three-year contract term are (exc.VAT):

- REDACTED TEXT under FOIA Section 43 Commercial Interests.
- REDACTED TEXT under FOIA Section 43 Commercial Interests.
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The Call-Off Contract charges for the optional extension are (exc.VAT):

- REDACTED TEXT under FOIA Section 43 Commercial Interests.
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- REDACTED TEXT under FOIA Section 43 Commercial Interests.
- REDACTED TEXT under FOIA Section 43 Commercial Interests.

The Call-Off contract charges are in line with the pricing document as set out in the pricing document for the Digital Marketplace platform service ID 331052849118274. This can be found here:

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Pricing was clarified during procurement by the Supplier this can be found here:

REDACTED TEXT under FOIA Section 43 Commercial Interests.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <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.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

Default	<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.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • 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 <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • 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	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

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
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	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	<p>Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.</p>
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 Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<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	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.

Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

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

Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

Prohibited act	<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>
Property	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>

Protective Measures	<p>Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.</p>
PSN or Public Services Network	<p>The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.</p>
Regulatory body or bodies	<p>Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.</p>
Relevant person	<p>Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.</p>
Relevant Transfer	<p>A transfer of employment to which the employment regulations applies.</p>

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.

Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

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

Schedule 7: UK GDPR Information

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

and schedule references are to those in the Framework Agreement but references to CCS have been amended.

Annex 1: Processing Personal Data

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

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

REDACTED TEXT under FOIA Section 40, Personal Information

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

REDACTED TEXT under FOIA Section 40, Personal Information

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<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 Personal Data recorded below:</p> <ul style="list-style-type: none">• First and last name (mandatory)• Email address (mandatory)• Organisation or government department you work for (mandatory)• The region you are based in (mandatory)• Answers to security questions (encrypted)• Profile photo (optional)• Areas of interest (optional)

	<ul style="list-style-type: none"> • Telephone number (optional) • Cookie identifiers
Duration of the Processing	The processing of this information starts from the beginning of this Call-Off Contract to its termination
Nature and purposes of the Processing	<p>The Supplier, as Processor, will collect, record, structure and store the personal data listed above through the Umbraco platform. The Supplier will use this information to:</p> <ul style="list-style-type: none"> • provide users with access to the government project delivery hub and its services • gather feedback to improve our services • respond to any feedback users send us, if they've asked us to respond • send email alerts to users who request them • monitor use of the site to identify security threats • monitor the performance of the site to identify inefficiencies and errors <p>The Supplier will not use or disclose, whether by transmission, dissemination or otherwise making available, the data for any other purpose or to any other party other than the IPA.</p> <p>The Supplier will not combine or align this data with any other data set.</p> <p>The supplier will only restrict, erase or destroy data on the Buyer's request.</p>
Type of Personal Data	<ul style="list-style-type: none"> • First and last name (mandatory) • Email address (mandatory) • Organisation or government department you work for (mandatory) • The region you are based in (mandatory) • Answers to security questions (encrypted) • Profile photo (optional) • Areas of interest (optional) • Telephone number (optional) <p>Cookie identifiers</p>
Categories of Data Subject	<p>There are two categories of data subject:</p> <ul style="list-style-type: none"> • Administrators - those who run the website; and <p>Users - the registered users of the website</p>

Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	The Supplier will return the data to the Buyer at termination or expiry of the Call-Off Contract
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