

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

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	3206 4237 4989 669
Call-Off Contract reference	710394451
Call-Off Contract title	Procurement of Virtual Protected Network (VPN) & Support Service
Call-Off Contract description	<p>The RN requires mobile end point security in order to ensure secure cloud access for portable Information and Communications Technology (ICT) devices used by RN personnel. This access directly enables the delivery of RN outputs while maintaining information and personnel security. Without this end point security there will be a direct impact to operational delivery of Information Warfare (IW), Command Control, Communications, Computers, Cyber, Intelligence, Surveillance, Reconnaissance (C5ISR) and IW / C5ISR / ICT.</p> <p>A VPN provides improved security for internet-based services such as web browsing, social media apps and voice / video calls when using public WI-FI hotspots. In order to ensure compliance with PJHQ PED Policy, it is understood that there is an enduring requirement to provide a VPN application to those personnel who meet the requirements.</p>
Start date	<i>ASAP – will be updated on contract signature</i> 1 April 2024
Expiry date	<i>Start date + 2 years</i> 31 March 2026
Call-Off Contract value	£316,485 Ex VAT
Charging method	Payments to be made in arrears via CP&F/Exostar.

	<p>The process for Supplier on-boarding for CP&F shall include completing the full MOD registration process in Exostar.</p> <p>An invoice shall only be valid if it has been submitted for the correct amount and tax treatment in Exostar.</p> <p>The Supplier shall confirm the amount they consider to be due for any month or period within 30 days of the end of that month or period. All final amounts due under the contract must be confirmed by the Supplier within 30 days of the end date of the contract, unless otherwise agreed.</p>
Purchase order number	To be confirmed following contract signing

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	Ministry of Defence Navy Command Commercial 4 Deck – Leach Building HMS Excellent Whale Island Portsmouth PO2 8BY
To the Supplier	Frazer-Nash Consultancy Limited Hill Park Court Springfield Drive Leatherhead Surrey KT22 7NL <div style="background-color: black; color: red; font-size: small;">Redacted under FOIA Section 40, Personal Info</div>
Together the ‘Parties’	

Principal contact details

For the Buyer:

Redacted under FOIA Section 40, Personal Information

For the Supplier:

Redacted under FOIA Section 40, Personal Information

The Supplier shall notify the Authority if their representative changes to allow any requests from the Authority to be dealt with promptly.

Call-Off Contract term

Start date	1 April 2024 This Call-Off Contract Starts on TBC and is valid for 24 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 1 months written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <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>

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 1 and outlined below:</p> <p>Frazer-Nash Consultancy Ltd provides the range of WithSecure products, including;</p> <p>WithSecure Mobile Protection which protects against malware and data loss on IOS and Android mobile Devices.</p> <ul style="list-style-type: none">• Protects devices against malware and phishing• Prevents data loss via stolen devices and Wi-Fi snooping• Third-party MDM support available
Additional Services	<p>As stated in GCloud offering</p>
Location	<p>The Services will be delivered to:</p> <p>Navy Command Leach Building HMS Excellent Whale Island Portsmouth PO2 8BY</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none">• HMG Information Assurance Standards No. 1 & 2• ISO27001 Information Management Systems
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are:</p> <ul style="list-style-type: none">• HMG – Government Digital Services – Technology Code of Practice dated 27 Mar 19

Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are</p> <ul style="list-style-type: none"> • Service Period: 24 months
Onboarding	<p>The onboarding plan for this Call-Off Contract is:</p> <p>Not Required</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is:</p> <p>Deliberate end of contract</p>
Collaboration agreement	<p>This Call-Off Contract is conditional on the Supplier providing a collaboration agreement to the Buyer before the Start date.</p> <p>Not Required</p>
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier per year (whichever is the greater).</p> <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 £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</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	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • A suitable working environment for the performance of these services • Access to the necessary UK Government/MOD IT and telecommunications resources to carry these services • The issue of necessary security passes/permits for site access • The necessary Health & Safety briefings for all environments where the service is to be delivered
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes:</p> <ul style="list-style-type: none"> • Access will be granted to Ministry of Defence/Navy Command Telecoms and IT networks as required for the delivery of the service

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p><i>To be confirmed by supplier</i> Nord Security Inc Americas Towers 1177 6th Avenue New York NY 10036 USA</p>
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Call-Off Contract charges and payment

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

Payment method	<p>The payment method for this Call-Off Contract is:</p> <p>Payments to be made in arrears via CP&F/Exostar</p> <p>The Supplier shall confirm the amount they consider to be due for any month or period within 30 days of the end of that month or period. All final amounts due under the contract must be confirmed by the Supplier within 30 days of the end date of the contract, unless otherwise agreed.</p>
Payment profile	<p>The payment profile for this Call-Off Contract is:</p> <p>monthly in arrears.</p>
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	<p>Invoices will be sent Navy Command via CP&F/Exostar and email, if required.</p>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Contract number • Contract title • Purchase Order number • Breakdown of days/rates, if applicable
Invoice frequency	<p>Invoice will be sent to the Buyer monthly in arrears.</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is £316,485 (Ex VAT)</p>

Call-Off Contract charges	The breakdown of the Charges is:						
	Product	SKU	Band	RRP	Enhanced Management Service	Quantity	Total
	Redacted under FOIA Section 43, Commercial interests						

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>Not Applicable</p>
Guarantee	Not Applicable
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:
Supplemental requirements in addition to the Call-Off terms	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <ul style="list-style-type: none"> ensure that they arrange for any relevant security clearances (including BPSS or SC) to be in place when their personnel are required deliver any goods or services on Authority sites. where supplier personnel are required to access any classified information at MOD sites or on a MOD provided laptop, they must ensure that this information remains at those sites or on that laptop, unless otherwise agreed and detailed on a Security Aspects Letter. where supplier personnel are working with any sensitive information, they may be required to sign a Non-Disclosure Agreement and/or a Conflicts of Interest statement.

Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>Not Applicable</p>																		
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <p>Adhere to the following MOD DEFCONs and DEFFORMs which will form part of this contract. In the event of a conflict between any DEFCONs and DEFFORMS listed in the Order Form and the other terms in a Call Off Contract, the DEFCONs and DEFFORMS shall prevail. The full text of Defence Conditions (DEFCONs) and Defence Forms (DEFFORMS) are at: https://www.gov.uk/acquisition-operating-framework</p> <table><tr><th>DEFCON No</th><th>Version</th><th>Description</th></tr><tr><td>DEFCON 76</td><td>11/22</td><td>Contractors Personnel At Government Establishments</td></tr><tr><td>DEFCON 514</td><td>08/15</td><td>Material Breach</td></tr><tr><td>DEFCON 532A</td><td>05/22</td><td>Protection Of Personal Data</td></tr><tr><td>DEFCON 611</td><td>12/22</td><td>Issued Property</td></tr><tr><td>DEFCON 612</td><td>06/21</td><td>Loss of or Damage to the Article</td></tr></table> <p>1 The Contractor shall, and shall procure that their Sub-contractors shall, notify the Authority in writing as soon as they become aware that:</p> <p>a. the Contract Deliverables and/or Services contain any Russian/Belarusian products and/or services; or</p> <p>b. that the Contractor or any part of the Contractor's supply chain is linked to entities who are constituted or organised under the law of Russia or Belarus, or under the control (full or partial) of a Russian/Belarusian person or entity. Please note that this does not include companies:</p> <p>(1) registered in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement; and/or</p> <p>(2) which have significant business operations in the UK or in a country with which the UK has a relevant international agreement providing reciprocal rights of access in the relevant field of public procurement.</p> <p>2 The Contractor shall, and shall procure that their Sub-contractors shall, include in such notification (or as soon as</p>	DEFCON No	Version	Description	DEFCON 76	11/22	Contractors Personnel At Government Establishments	DEFCON 514	08/15	Material Breach	DEFCON 532A	05/22	Protection Of Personal Data	DEFCON 611	12/22	Issued Property	DEFCON 612	06/21	Loss of or Damage to the Article
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	<p>reasonably practicable following the notification) full details of the Russian products, services and/or entities and shall provide all reasonable assistance to the Authority to understand the nature, scope and impact of any such products, services and/or entities on the provision of the Contract Deliverables and/or Services.</p> <p>3 The Authority shall consider the notification and information provided by the Contractor and advise the Contractor in writing of any concerns the Authority may have and/or any action which the Authority will require the Contractor to take. The Contractor shall be required to submit a response to the concerns raised by the Authority, including any plans to mitigate those concerns, within 14 business days of receipt of the Authority's written concerns, for the Authority's consideration.</p> <p>4 The Contractor shall include provisions equivalent to those set out in this clause in all relevant Sub-contracts.</p>
Personal Data and Data Subjects	As detailed in Schedule 7
Intellectual Property	Standard IPR provisions shall apply.
Social Value	Social Value detailed in suppliers G-Cloud offering shall apply.

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 under FOIA Section 40, Personal Information	
Title		
Signature		
Date		

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

Customer Benefits

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

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

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 24 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)
 - 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)
 - 10 (Force majeure)
 - 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. Open source

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

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

16. Security

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to

the

Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).
21. Exit plan
- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from 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

Product	SKU	Band	RRP	Enhanced Management Service	Quantity	Total
Redacted under FOIA Section 43, Commercial interests						

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:

As listed in Schedule 1

Schedule 3: Collaboration agreement

Not Applicable

Schedule 4: Alternative clauses

Not Applicable

Schedule 5: Guarantee

Not Applicable

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	Data, Personal Data and any information, which may include (but isn't limited to) any: <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.
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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-for-tax
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	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
	defrauding or attempting to defraud or conspiring to defraud the Crown.

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

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

Insolvency event	<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

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

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

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-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: [Insert Contact details]
- 1.2 The contact details of the Supplier’s Data Protection Officer are: [Insert Contact details]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Supplier is determined by the Buyer]</i></p> <p>The Supplier is Controller and the Buyer is Processor</p>
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	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</i> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • <i>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by both Parties together]</i> <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier</i>
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	<i>Personnel) engaged in the performance of the Buyer's</i>
	<p><i>duties under the Contract) for which the Buyer is the Controller,</i></p> <ul style="list-style-type: none"> • <i>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i> <p><i>[Guidance where multiple relationships have been identified above, please address the below rows in the table in respect of each relationship identified]</i></p>
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Agreement

Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement
	<ul style="list-style-type: none"> ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement <p>Contact details, and communications with Supplier staff concerned with management of the Framework Agreement</p>

Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. CSS staff concerned with management of the Framework Agreement ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

Annex 2: Joint Controller Agreement

1. Joint Controller Status and Allocation of Responsibilities

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

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

- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
 - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
 - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[select: Supplier's or Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every **[insert number]** months on:
 - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and

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

- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
 - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

3. Data Protection Breach

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
 - (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;

- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal

Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

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

4. Audit

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect

any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

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

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30)

Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

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

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the

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

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

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

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

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

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

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

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

8. Termination

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

9. Sub-Processing

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

10. Data Retention

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

G-Cloud 13 Framework Agreement Incorporated clauses

2. Services

2.3 The Supplier warrants, represents and undertakes to CCS and each Buyer that:

- 2.3.1 it has full capacity, authority and all necessary authorisations, consents, licences and permissions, to enter into and perform its obligations under the Framework Agreement and each Call-Off Contract, including if a Supplier's processes need the consent of its Parent Company
- 2.3.2 the Supplier or an authorised representative will sign the Framework Agreement and the Call-Off Contract
- 2.3.3 it has used and will continue to use all reasonable endeavours, software and the most up to date antivirus definitions available from an industry accepted antivirus software seller to minimize the impact of Malicious Software accessing systems owned by, under the control of, or used by CCS or any Buyer via its own access to these systems
- 2.3.4 in entering into this Framework Agreement and any Call-Off Contract, it has not committed, will not commit or agree to commit a Prohibited Act
- 2.3.5 it will continue to pay all taxes due to HMRC and will not indulge in 'disguised employment' practices when delivering services under this Framework Agreement
- 2.3.6 at the Start Date, it has notified CCS in writing of any Tax Non-Compliance or any Tax Non-Compliance litigation it is involved in
- 2.3.7 it will perform all obligations under this Framework Agreement and any Call-Off Contract complying with all Laws
- 2.3.8 it will perform its obligations with all reasonable care, skill and diligence, according to Good Industry Practice
- 2.3.9 on a Call-Off Contract Start Date, all information, statements and representations in the Application are accurate and not misleading except if the Buyer has been notified in writing before signing the Call-Off Contract

The fact that any provision within this Framework Agreement is expressed as a warranty does not preclude any right of Ending CCS may have if the Supplier breaches that provision.

4. Liability

4.1 Neither Party excludes or limits its liability for:

- 4.1.1 death or personal injury caused by its negligence, or that of its Staff

- 4.1.2 bribery, Fraud or fraudulent misrepresentation by it or its employees
- 4.1.3 breach of any obligations implied by section 12 of the Sale of Goods Act 1979 or sections 2 or 11B of the Supply of Goods and Services Act 1982
- 4.1.4 any liability that cannot be excluded or limited by Law
- 4.2 Nothing in this Framework Agreement affects a Party's duty to mitigate their loss.
- 4.3 Except for liabilities which can't be limited by Law, neither Party will be liable to the other for any:
 - 4.3.1 loss of profits
 - 4.3.2 loss of business
 - 4.3.3 loss of revenue
 - 4.3.4 loss of or damage to goodwill
 - 4.3.5 loss of savings (whether anticipated or otherwise)
 - 4.3.6 indirect, special or consequential loss or damage
- 4.4 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by CCS for any:
 - 4.4.1 regulatory losses or fines arising directly from the Supplier's breach of any Laws
 - 4.4.2 additional operational or administrative costs and expenses from any Material Breach
 - 4.4.3 wasted expenditure or unnecessary charges CCS pays because of the Supplier's Default
 - 4.4.4 other liabilities suffered by CCS in connection with the loss of, corruption or damage to, or failure to deliver CCS Data by the Supplier
- 4.5 The Supplier will not be responsible for any injury, loss, damage, cost or expense that is directly caused by the negligence or wilful misconduct of CCS or breach by CCS of its obligations under the Framework Agreement.
- 4.6 CCS's obligations under this Framework Agreement are only in its capacity as a contracting party and won't constrain CCS in any other capacity or lead to any liability to the Supplier under this Framework Agreement where CCS exercises its public duties and powers.
- 4.10 The Parties must not use the Framework Agreement for provision of Services or off-payroll worker recruitment that is Inside IR35.
- 4.11 CCS may End this Framework Agreement under clause 5.1 for Material Breach if the Supplier is found to be delivering Services to a Buyer Inside IR35.

5. Suspending and Ending the Framework

- 5.3 Ending, suspension or expiry of this Framework Agreement will not affect any accrued rights, remedies or obligations of either Party.
- 5.4 The Supplier must tell CCS immediately if the Supplier has a change of Control and, provided this does not contravene any Law, will notify CCS immediately in writing of any circumstances suggesting that a change of Control could happen.
- 5.5 CCS may End this Framework Agreement by giving notice in writing to the Supplier within 6 months of:
 - 5.5.1 being notified in writing by the Supplier that a change of Control could happen; or
 - 5.5.2 if the Supplier hasn't notified CCS, the date that CCS becomes aware that a change of Control could happen.
- 5.6 CCS's right to terminate shall not apply where CCS has given its approval to the relevant change of control.
- 5.7 If the Supplier commits any Prohibited Act, it will be a Material Breach and:
 - 5.7.1 CCS may End this Framework Agreement
 - 5.7.2 Buyers may End their Call-Off Contracts
 - 5.7.3 CCS and any Buyer may fully recover any resulting Losses from the Supplier
- 5.8 The Supplier must tell CCS immediately and in writing if it suspects that any Prohibited Act has happened, is happening or is likely to happen, except if complying with this provision would mean committing an offence under the Proceeds of Crime Act 2002 or the Terrorism Act 2000.

7. Transparency and access to records

- 7.1 Under the government's transparency policy, CCS can make all or part of the Information (including the Framework Agreement and Call-Off Contract) publicly available subject to any redactions made at the discretion of CCS by considering and applying relevant exemptions under the FoIA.
- 7.2 The terms of this Framework Agreement and any Call-Off Contract mean:
 - 7.2.1 CCS can publish the full text of the Framework Agreement concluded with the Supplier
 - 7.2.2 the Buyer can publish the signed Call-Off Contract after considering (at CCS's or the Buyer's discretion) any representations made by the Supplier about the application of any relevant FoIA or Environmental Information Regulations (EIR) exemptions
 - 7.2.3 CCS or the Buyer can publish any information provided by the Supplier as part of early market engagement

- 7.3 The Supplier agrees that information in its Application may be incorporated by CCS into any Call-Off Contract awarded to, or any Framework Agreement concluded with, the Supplier and may be published.
- 7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:
- 7.4.1 operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers
 - 7.4.2 Services provided under any Call-Off Contracts (including any Subcontracts)
 - 7.4.3 amounts paid by each Buyer under the Call-Off Contracts
- 7.5 The Supplier will provide a completed self audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.
- 7.6 The Supplier's records and accounts will be kept until the latest of the following dates:
- 7.6.1 7 years after the date of Ending or expiry of this Framework Agreement
 - 7.6.2 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End
 - 7.6.3 another date agreed between the Parties
- 7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:
- 7.7.1 commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations
 - 7.7.2 books of accounts for this Framework Agreement and all Call-Off Contracts
 - 7.7.3 MI Reports
 - 7.7.4 access to its published accounts and trading entity information
 - 7.7.5 proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement
 - 7.7.6 records of its delivery performance under each Call-Off Contract, including that of its Subcontractors
- 7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.
- 7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

- 7.9.1 provide audit information without delay
- 7.9.2 provide all audit information within scope and give auditors access to Supplier Staff
- 7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:
 - 7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)
 - 7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only
 - 7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier
 - 7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation
 - 7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement
 - 7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records
 - 7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date
- 7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:
 - 7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period
 - 7.11.2 a Material Breach
- 7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies.
- 7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.

8. Definitions and interpretation

8.3 If there is any conflict or ambiguity between the clauses of this agreement, to the extent necessary, the order of precedence for resolving the conflict is:

8.3.1 the Framework Agreement

8.3.2 the completed Order Form

8.3.4 the clauses of a Call-Off Contract (excluding Supplier Terms)

8.3.5 the Supplier's Terms

8.3.5 any other document referred to in the Call-Off Contract clauses

10. Force majeure

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

10.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Framework Agreement.

10.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Framework Agreement and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Framework Agreement for more than 60 consecutive Working Days, the other Party can End the Framework Agreement with immediate effect by notice in writing.

11. Relationship

11.1 Nothing in this Framework Agreement is intended to:

11.1.1 create a partnership, or legal relationship of any kind that would impose liability on one Party for the act or failure to act of the other Party

11.1.2 authorise either Party to act as agent for the other Party

14. Entire agreement

14.1 This Framework Agreement is the entire agreement and understanding between the Parties.

- 14.2 Each of the Parties agrees that in entering into this Framework Agreement it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Framework Agreement.
- 14.3 Nothing in these Entire agreement clauses 14.1 to 14.3 (inclusive) will exclude liability or remedy for Fraud or fraudulent misrepresentation.

15. Law and jurisdiction

- 15.1 Any disputes or matters (including non-contractual) under this Framework Agreement will be governed by and construed under the Laws of England and Wales and without prejudice to the dispute resolution process. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

16. Legislative change

- 16.1 The Supplier won't be relieved of its obligations under this Framework Agreement, or be entitled to increase the Framework Agreement prices as the result of a general change in Law or a Specific Change in Law, without prior written approval from CCS.
- 16.2 If a Specific Change in Law is made which has a material impact on the delivery of the Services or the Framework Agreement price range, the Supplier will notify CCS of the likely effects of that change. This will include whether any change is required to the Services, the Framework Agreement price range or this Framework Agreement.

17. Bribery and corruption

- 17.1 The Supplier must ensure that neither it, nor any person acting on its behalf, will commit any Prohibited Act in connection with this Framework Agreement.
- 17.2 If the Supplier breaches the Bribery Act 2010, CCS can End this Framework Agreement.
- 17.3 If the Supplier breaches this Bribery and corruption clause 17 CCS can End this Framework Agreement.
- 17.4 CCS will be entitled to recover in full from the Supplier and the Supplier will on demand compensate CCS in full for:
- 17.4.1 the amount of value of any such gift, consideration or commission
- 17.4.2 any other Loss sustained by CCS because of any breach of this Bribery and corruption clause 17.
- 17.5 The Parties agree that the Management Charge isn't an offence as described in section 1 of the Bribery Act 2010.

18. Freedom of Information Act (FoIA)

- 18.1 The Supplier acknowledges that CCS is subject to the Freedom of Information Act (FoIA) and the Environmental Information Regulations (EIR).
- 18.2 The Supplier will cooperate with CCS and Buyers to enable them to comply with their Information disclosure obligations under this Framework Agreement and any Call-Off Contracts.
- 18.3 The Supplier must not respond directly to a Request for Information under the FoIA or EIR.
- 18.4 The Supplier will note that the Information disclosed in response to a FoIA or EIR request may include its Response. This may include attachments, embedded documents, any score or details of its evaluation.
- 18.5 CCS is responsible for deciding whether the Commercially Sensitive Information or any other Information is exempt from disclosure under the provisions of the FoIA or the EIR.
- 18.6 CCS may be required to disclose Information under the FoIA, EIR and the Ministry of Justice Code even where Information is identified as confidential or commercially sensitive. This may include disclosure of the information without consulting the Supplier or after having taken the Supplier's views into account.
- 18.7 If the Supplier considers any part of its Response or any other Supplier information to be confidential or commercially sensitive, the Supplier will promptly and in writing:
 - 18.7.1 identify this Information to CCS
 - 18.7.2 explain the potential implications of its disclosure, specifically addressing the public interest test as in the FoIA
 - 18.7.3 estimate how long it believes such Information will remain confidential or commercially sensitive
- 18.8 CCS will consider this when making a decision under the FoIA or EIR.
- 18.9 The Supplier must:
 - 18.9.1 transfer to CCS all Requests for Information that it receives within 2 Working Days of receiving it
 - 18.9.2 provide all necessary help reasonably requested by CCS to enable CCS to respond to the Request for Information within the timescales set out in section 10 of the FoIA or regulation 5 of the EIR
 - 18.9.3 provide CCS with a copy of all Information about a Request for Information, in its possession or control, in the form that CCS requires within 5 Working Days of CCS's request
- 18.10 CCS will make reasonable efforts to notify the Supplier when it receives a relevant FoIA or EIR request so that the Supplier may make appropriate representations.

19. Promoting tax compliance

19.1 If Tax Non-Compliance happens during the Framework Agreement, the Supplier will:

19.1.1 tell CCS in writing within 5 Working Days

19.1.2 promptly provide CCS with details of the steps it has taken to address the non-compliance

19.1.3 provide any other information as CCS reasonably needs

19.2 CCS can End this Framework Agreement for Material Breach if the Supplier doesn't:

19.2.1 comply with clause 19.1

19.2.2 provide details of any mitigating factors and its plans to prevent recurrence, which are acceptable to CCS

20. Official Secrets Act

20.1 The Supplier will comply with, and ensure that the Supplier Staff comply with, the provisions of the Official Secrets Act 1911 to 1989 and Section 182 of the Finance Act 1989.

20.2 If the Supplier or the Supplier Staff fail to comply with the above Official Secrets Act clause 20.1, CCS reserves the right to End this Framework Agreement with immediate effect by giving notice in writing to the Supplier.

21. Transfer and subcontracting

21.1 The Supplier must not assign, novate, Subcontract or in any other way dispose of this Framework Agreement or any part of it without CCS's prior written approval. Subcontracting any part of this Framework Agreement will not relieve the Supplier of its duties under this Framework Agreement.

21.2 The Supplier will only subcontract with the prior written approval of the Buyer. If the Supplier chooses to use Subcontractors, this will be outlined in any Order along with the percentage of delivery allocated to each Subcontractor.

21.3 The Supplier is responsible for the acts and omissions of its Subcontractors and Supplier Staff as though they are its own.

21.4 Provided that it does not increase the burden on the Supplier under the Framework Agreement, CCS may assign, novate or otherwise dispose of its rights and obligations under the Framework Agreement or any part of it to any:

21.4.1 other body established by the Crown or under statute to substantially perform any of the functions previously performed by CCS

21.4.2 private sector body which substantially performs the functions of CCS

23 Complaints handling and resolution

- 23.1 Either Party will notify the other Party of any complaints made by the Buyer's end users, which are not resolved within 5 Working Days.
- 23.2 If the Supplier is the Party providing the notice, the notice will contain full details of the Supplier's plans to resolve the complaint.
- 23.3 The Supplier will work to resolve the complaint within 10 Working Days.
- 22.4 The Supplier will provide full details of a complaint, including details of steps taken to resolve it, within 5 Working Days of a request by CCS or the Buyer.

24. Conflicts of interest and ethical walls

- 24.1 The Supplier must use reasonable endeavours to avoid being in a position of potential conflict between its financial, personal, and other interests (or those of the Supplier Staff or any affiliated company) and the duties owed to CCS and the Buyer under this Framework Agreement or any Call-Off Contract.
- 24.2 Any breach of this Conflict of interest and ethical walls clause 24 will be deemed to be a Material Breach.
- 24.3 A conflict of interest can happen if the Supplier, an affiliated company or a member of the Supplier Staff:
 - 24.3.1 is being considered for the opportunity to deliver Services and any of them has had involvement in the same or other related projects that may give them an advantage
 - 24.3.2 is related to someone in another supplier team or has a business interest in another supplier and both are part of the same team performing the Services
 - 24.3.3 has been provided with, or had access to, information which would give an unfair advantage in the buying process
- 24.4 The Supplier will fully compensate and keep CCS and all Buyers safe from Losses which the Buyer or the government may suffer as a result of a breach of this Conflict of interest and ethical walls clause 24.
- 24.5 If the Supplier identifies a risk of a conflict or potential conflict, it will (before starting work under a Call-Off Contract):
 - 24.5.1 inform the Buyer of the conflict of interest and how it plans to mitigate the risk
 - 24.5.2 if agreed by the Buyer, promptly establish the necessary ethical wall arrangements
- 24.6 Details of the mitigation arrangements must be sent to the Buyer as soon as possible.

- 24.7 The Buyer will, at its discretion, notify the Supplier if the arrangements are acceptable or whether the risk or conflict is a Material Breach.

25. Publicity and branding

- 25.1 The Supplier will not do or fail to do anything which may damage the public reputation of CCS under this Framework Agreement or otherwise. CCS may End the Framework Agreement for Material Breach if the Supplier causes material adverse publicity relating to or affecting CCS or the Framework Agreement.
- 25.2 The Supplier will indemnify CCS against all Losses resulting from the Supplier's use of CCS's logo.
- 25.3 The Supplier will not make any press announcements about the Framework Agreement or any Call-Off Contracts without CCS's written approval.

26. Equality and diversity

- 26.1 The Supplier will comply with any discrimination Laws and other requirements and instructions which CCS and the Buyer reasonably require.
- 26.2 The Supplier will make sure that all Supplier Staff engaged in the performance of this Framework Agreement and any Call-Off Contract observe this equality and diversity clause 26.
- 26.3 The Supplier will notify CCS immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

28. Data protection and disclosure

- 28.1 The Supplier must process Personal Data and ensure that Supplier Staff process Personal Data only in accordance with Schedule 7 Processing Data.
- 28.2 The Supplier indemnifies CCS and each Buyer against any and all Losses incurred if the Supplier breaches Clause 28.1 and any Data Protection Legislation to a maximum of the Data Protection Liability Cap in any Year.

31. Severability

- 31.1 If any part of the Framework Agreement becomes invalid, illegal or unenforceable, it will be removed from the Framework Agreement and the remaining parts of the Framework Agreement or any Call-Off Contract will be unaffected.
- 31.2 If any fundamental part of this Framework Agreement becomes invalid, CCS and the Supplier may agree to remedy the invalidity. If the Parties can't do this within 20 Working Days of becoming aware of the invalidity, the Framework Agreement will be automatically Ended and each Party will be responsible for their own costs.

32. Managing disputes

- 32.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement within 20 Working Days. This will include escalation of the dispute to the CCS Representative and the Supplier Representative.
- 32.2 The obligations of the Parties under this Framework Agreement will not be suspended, ceased or delayed by the reference of a dispute to mediation or arbitration and the Supplier and Supplier's Staff will continue to comply with the requirements of this Framework Agreement.
- 32.3 Nothing in this process prevents a Party from seeking any interim order restraining the other Party from, or compelling the other Party to do, any act.
- 32.4 If the dispute cannot be resolved, the parties will first attempt to settle the matter by mediation and before either party commences formal action.

33. Mediation process

- 33.1 A mediator will be agreed by both Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they can't or won't act.
- 33.2 The Parties will meet the mediator within 10 Working Days of the mediator's appointment to agree a structure for the negotiations. The Parties can at any stage ask the mediation provider for advice about the process.
- 33.3 Unless otherwise agreed, all negotiations and settlement agreements connected with the dispute will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- 33.4 If the Parties reach agreement, it will be put in writing and will be binding once it's signed by the Parties' authorised representatives.
- 33.5 If agreement cannot be reached following a mediation either Party can invite the mediator to provide a non-binding opinion on settlement terms in writing. This opinion will be provided and will not be used in evidence in any proceedings about this Framework Agreement without the prior written consent of both Parties.
- 33.6 If the Parties fail to reach agreement within 60 Working Days of the mediator being appointed, or other period as agreed by the Parties, it can be referred to the courts or to arbitration (if both parties agree to determination by arbitration).
- 33.7 Either Party can request by written notice that the dispute is referred to expert determination if the dispute relates to:

33.7.1 any technical aspect of the delivery of the Services

33.7.2 the underlying technology

33.7.3 financial issues

33.8 An expert will be appointed by written agreement between the Parties, but if they fail to agree on an expert within 10 Working Days of the first proposal by a Party, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the relevant professional body.

33.9 The expert will:

33.9.1 act fairly and impartially and not as an arbitrator

33.9.2 provide a determination that will be final and binding on the Parties, unless there's a material failure to follow the agreed process

33.9.3 decide the process to be followed and will be requested to make their determination within 30 Working Days of their appointment or as soon as possible and the Parties will provide the documentation that the expert needs

33.9.4 decide how and by whom the costs of the determination, including their fees and expenses, are to be paid. Any amount payable by one Party to another will be due within 20 Working Days of the Parties being notified of the determination

33.10 The expert determination process will be conducted in private and will be confidential.

34. Confidentiality

34.1 Unless disclosure is expressly permitted elsewhere in this Framework Agreement, each Party will:

34.1.1 treat the other Party's Confidential Information as confidential and safeguard it accordingly

34.1.2 not disclose it without the relevant Party's written consent

34.2 The Supplier must take all necessary precautions to ensure that any CCS Confidential Information is only disclosed to Supplier Staff to the extent that it is strictly necessary for this Framework Agreement and must ensure that they comply with the obligations under this clause.

34.3 The Confidentiality clauses will not apply to any Confidential Information received by one Party from the other which:

34.3.1 is or becomes public knowledge (unless by breach of this Framework Agreement)

34.3.2 was already in the possession of the receiving Party without restriction as to its disclosure

34.3.3 is received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

- 34.3.4 is information independently developed without access to the other Party's Confidential Information
- 34.3.5 must be disclosed under a statutory or legal obligation
- 34.3.6 is disclosed on a Confidential Basis to a professional adviser
- 34.4 Nothing in this Framework Agreement will prevent CCS from disclosing the Supplier's Confidential Information (including Management Information):
 - 34.4.1 for the examination and certification of CCS's accounts
 - 34.4.2 for any examination under Section 6(1) of the National Audit Act 1983
 - 34.4.3 to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees
 - 34.4.4 to any government department or any Buyer on the basis that the information can only be further disclosed to central government bodies and Buyers
 - 34.4.5 if CCS (acting reasonably) deems disclosure is appropriate for the performance of public functions
 - 34.4.6 for sharing knowledge of the G-Cloud Services and their performance to Buyers on a Confidential Basis to exercise its rights or comply with its obligations under this Call-Off Contract
 - 34.4.7 on a Confidential Basis to a proposed transferee, assignee or novatee of, or successor in title to CCS
- 34.5 The Supplier will maintain physical and IT security that follows Good Industry Practice to ensure there is no unauthorised access to any CCS or Buyer Confidential Information and data.
- 34.6 Information about Orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) can be published by CCS and shared with other Buyers. If Confidential Information is shared with other Buyers, CCS will notify the recipient that its contents are confidential.
- 34.7 If the Supplier fails to comply with these confidentiality clauses, CCS reserves the right to End this Framework Agreement with immediate effect by notice in writing.
- 34.8 The Supplier will immediately tell CCS about any security breach of CCS's Confidential Information and will keep a record of those breaches. The Supplier will take all necessary steps to recover this information. The Supplier will cooperate with CCS in any investigation into the breach that CCS considers necessary.
- 34.9 Either Party can use techniques, ideas or knowledge gained during this Framework Agreement unless using them results in unauthorised disclosure of the other Party's Confidential Information or infringes Intellectual Property Rights under this Framework Agreement.

35. Waiver and cumulative remedies

- 35.1 The rights and remedies provided by this Framework Agreement can only be waived in writing by a Party if intent is clear and will only apply in the specific circumstances outlined here. Unless a right or remedy of CCS is expressed to be an exclusive right or remedy, the exercise of it by CCS doesn't affect CCS's other rights and remedies. Any failure or delay by a Party to exercise a right or remedy will not constitute a waiver.
- 35.2 The rights and remedies provided by this Framework Agreement are cumulative and, unless otherwise provided in this Framework Agreement, are not exclusive of any right or remedies provided at Law.

36. Corporate Social Responsibility

- 36.1 In February 2019, HM government published a Supplier Code of Conduct setting out the standards and behaviours expected of Suppliers who work with government:
https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/779660/20190220-Supplier_Code_of_Conduct.pdf
- 36.2 The Supplier shall comply with the standards set out in the Supplier Code of Conduct referenced in clause 36.1.
- 36.3 The Supplier acknowledges that the Buyer may have additional requirements in relation to corporate social responsibility. The Buyer expects that the Supplier and its Subcontractors will comply with such corporate social responsibility requirements as the Buyer may notify the Supplier from time to time.
- 36.4 In addition to legal obligations, the Supplier shall support CCS and the Buyer in fulfilling its Public Sector Equality duty under Section 149 of the Equality Act 2010 by ensuring that it fulfils its obligations under each Contract in a way that seeks to:
- 36.4.1 eliminate discrimination, harassment or victimisation of any kind; and
- 36.4.2 advance equality of opportunity and good relations between those with a protected characteristic (age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex, sexual orientation, and marriage and civil partnership) and those who do not share it.
- 36.5 The Supplier:
- 36.5.1 shall not use, nor allow its Subcontractors to use forced, bonded or involuntary prison labour
- 36.5.2 shall not require any Supplier Staff or Subcontractor Staff to lodge deposits or identity papers with the Employer and shall be free to leave their employer after reasonable notice
- 36.5.3 warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world

- 36.5.4 warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world
- 36.5.5 shall make reasonable enquires to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offenses anywhere around the world
- 36.5.6 shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and include in its contracts with its Subcontractors anti-slavery and human trafficking provisions
- 36.5.7 shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract
- 36.5.8 shall prepare and deliver to CCS, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business with its annual certification of compliance with clause 36.5.6
- 36.5.9 shall not use, nor allow its employees or Subcontractors to use physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors
- 36.5.10 shall not use or allow child or slave labour to be used by its Subcontractors
- 36.5.11 shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to CCS, the Buyer and Modern Slavery Helpline

36.6 The Supplier shall:

- 36.6.1 ensure that that all wages and benefits paid for a standard working week meet, at a minimum, national legal standards in the country of employment
- 36.6.2 ensure that all Supplier Staff are provided with written and understandable Information about their employment conditions in respect of wages before they enter
- 36.6.3 all workers shall be provided with written and understandable Information about their employment conditions in respect of wages before they enter employment and about the particulars of their wages for the pay period concerned each time that they are paid
- 36.6.4 not make deductions from wages:
 - 36.6.4.1 as a disciplinary measure
 - 36.6.4.2 except where permitted by law or
 - 36.6.4.3 without expressed permission of the worker concerned
- 36.6.5 record all disciplinary measures taken against Supplier Staff and

36.6.6 ensure that Supplier Staff are engaged under a recognised employment relationship established through national law and practice

36.7 The Supplier shall:

36.7.1 ensure that the working hours of Supplier Staff comply with national laws, and any collective agreements

36.7.2 that the working hours of Supplier Staff, excluding overtime, shall be defined by contract, and shall not exceed 48 hours per week unless the individual has agreed in writing

36.7.3 ensure that use of overtime used responsibly, taking into account:

- 36.7.3.1 the extent
- 36.7.3.2 frequency and
- 36.7.3.3 hours worked

by individuals and by the Supplier Staff as a whole

36.8 The total hours worked in any 7-day period shall not exceed 60 hours, except where covered by Paragraph 36.9 below.

36.9 Working hours may exceed 60 hours in any 7-day period only in exceptional circumstances where all of the following are met:

36.9.1 this is allowed by national law

36.9.2 this is allowed by a collective agreement freely negotiated with a workers' organisation representing a significant portion of the workforce

36.9.3 appropriate safeguards are taken to protect the workers' health and safety and

36.9.4 the employer can demonstrate that exceptional circumstances apply such as unexpected production peaks, accidents or emergencies

36.10 All Supplier Staff shall be provided with at least one (1) day off in every seven (7) day period or, where allowed by national law, two (2) days off in every fourteen (14) day period.

36.11 The Supplier shall meet the applicable government Buying Standards applicable to Services which can be found online at:

<https://www.gov.uk/government/collections/sustainable-procurement-the-government-buying-standards-gbs>

Schedule 3: Glossary and interpretations

1. If the context allows, any words in the singular also include the plural meaning and the other way round.

2. The words 'include', 'includes' 'including' and 'for example' and words of similar effect will not limit the general effect of the words which precede them.
3. References to any person will include natural persons and partnerships, firms and other incorporated bodies and all other legal persons of whatever kind and however constituted and their successors and permitted assigns or transferees.
4. References to any statute, enactment, order, regulation or other similar instrument will be construed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent enactment, modification, order, regulation or instrument as subsequently amended or re-enacted.
5. Headings are included in this Framework Agreement for ease of reference only and will not affect the interpretation or construction of this Framework Agreement.
6. References in this Framework Agreement to any clause or Schedule without further designation will be construed as a reference to the clause or sub-clause or Schedule to this Framework Agreement so numbered.
7. References in this Framework Agreement to any paragraph or sub-paragraph without further designation will be construed as a reference to the paragraph or sub-paragraph of the relevant Schedule to this Framework Agreement so numbered.
8. Reference to a clause is a reference to the whole of that clause unless stated otherwise.
9. Approvals or agreements to be given by a Party should not be unreasonably withheld or delayed.
10. Reference to a month means a calendar month.

Word	Meaning and interpretation
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Clause 2 (Services) which a Buyer may request.
Admin Fees	<p>The fees payable by the Supplier under Schedule 6 clauses 6.15 to 6.16.</p> <p>The Admin Fees are online at:</p> <p>https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1042628/Transcript_of_MI_Admin_Fees_and_Default_Charges.odt</p>
Alternative Clauses	The alternative clauses which the Buyer can incorporate as set out in Call-Off Schedule 4.
Applicant	Organisations participating in this procurement are referred to as 'Applicants'. The Applicant may be referred to as 'you'. Successful Applicants will become 'Suppliers'.
Application	'Application' means the Applicant's formal draft response to the Invitation to Tender.

Application Clarifications Dead-line	Has the meaning given by in paragraph 5 of the Invitation to Tender Attachment 1: About the framework.
Application Submission Deadline	Has the meaning given by in paragraph 5 of the Invitation to Tender Attachment 1: About the framework.
Assurance	The assurance verification process performed by CCS under clauses 5.9 and 5.10.
Audit	An audit carried out under this Framework Agreement in accordance with clauses 7.4 to 7.13.
Award Criteria	The award criteria to be applied for the award of Call-Off Contracts for G-Cloud Services set out in Schedule 5.
Buyer	A UK public sector body, or contracting authority, as described in the FTS Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, that can execute a Call-Off Contract under this Framework Agreement; or the contracting authority ordering services as identified in the Order Form (as the context provides).
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 Satisfaction Survey	A survey carried out under Schedule 6 clauses 6.28 to 6.29 (Buyer Satisfaction Monitoring).
Buyer Software	Software owned by or licensed to the Buyer (other than under or for this Framework Agreement), which is or will be used by the Supplier for the purposes of providing the Services.
Buying Process	The ordering and award process specified in Schedule 5.
Call-Off Buying Process	The process for placing orders given in Schedule 5.
Call-Off Contract	The legally binding agreement (entered into following the provisions of this Framework Agreement) for the provision of Services made between a Buyer and the Supplier including the completed Order Form.
Call-Off Term	The period of the Call-Off Contract as specified in the Order Form.
CCS Data	All data supplied by CCS to the Supplier including Personal Data that is owned and managed by CCS.
CCS Representative	The CCS representative for this Framework Agreement.
Charges	The prices (excluding any applicable VAT) payable to the Supplier by the Buyer under the Call-Off Contract.
Collaboration Agreement	An agreement 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 IT services.
Commercially Sensitive Information	Information, which CCS has been notified about by the Supplier in writing (before the Start Date of the Framework Agreement) or the Buyer (before the Call-Off Contract Start Date) with full details of why the Information is considered commercially sensitive.

Comparable Supply	The supply of services to another customer of the Supplier that are the same or similar to any of the Services.
Confidential Basis	Any disclosure by the recipient to a third party is subject to a confidentiality agreement or arrangement containing the same terms as those placed on the recipient under the confidentiality clauses.
Confidential Information	Data, Personal Data and any information, which may include (but is not limited to) any: <ul style="list-style-type: none"> information that relates to the 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 should 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	Any event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement 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	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation	(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 Protection Liability Cap	£10 million (ten million pounds)
Data Protection Officer	Takes the meaning given in the UK GDPR.
Data Subject	Takes the meaning given in the UK GDPR.
Data Subject Request	A request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data.
Default	This means any: <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 Framework Agreement

	Unless otherwise specified in this 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.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under a Call-Off Contract.
DOTAS	The Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide information on them within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made that Act as extended to National Insurance Contributions by the National Insurance Contributions Regulations 2012 made under section 132A Social Security Administration Act 1992.
DPA 2018	Data Protection Act 2018
End	Means to terminate; and Ended and Ending will be 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 these regulations.
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 is at: https://www.gov.uk/guidance/check-employment-status-for-tax
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 is not 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 Framework Agreement 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
Framework Agreement	The clauses of this Framework Agreement, the Invitation to Tender together with the Schedules.
Framework Suppliers	The Suppliers (including the Supplier) who have been awarded a G-Cloud 13 Framework Agreement.
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 Framework Agreement or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom Of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
FTS Contract Notice	The contract notice on the Find a Tender Service, seeking expressions of interest from potential providers of G-Cloud Services.
G-Cloud Services	The cloud services described in Schedule 4 as defined by the Service Definition 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).
General Anti-Abuse Rule	The legislation in Part 5 of the Finance Act 2013 and any future legislation introduced to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions.
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 under the same or similar circumstances.
Group of Economic Operators	A partnership or consortium not (yet) operating through a separate legal entity.
Guarantee	The guarantee in Call-Off Contract Schedule 5 (Guarantee).
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.
Halifax Abuse Principle	The principle explained in the CJEU Case C-255/02 Halifax and others.
Implementation Plan	The plan set out in the Order Form.
Information	This has the meaning given under section 84 of the Freedom of Information Act 2000.
IR35	IR35 is also known as 'intermediaries legislation'. It's a set of rules that affect tax and National Insurance if a Supplier is contracted to work for a client through an intermediary.
Independent Control	where a Controller has provided Personal Data to another Party which is not a "Processor or Joint Controller because the recipient itself determines the purposes and means of Processing but does so separately from the Controller providing it with Personal Data.
Inside IR35	Employment engagements that would be within the scope of the IR35 Intermediaries legislation if assessed by the ESI tool.

Insolvency Event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <p>(c) all other rights having equivalent or similar effect in any country or jurisdiction</p>
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>
Invitation to Tender	The Invitation to Tender for this Framework Agreement issued on 9 th March 2022.
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.
Joint Controllers	Where two or more Controllers jointly determine the purposes and means of Processing.
Key Performance Indicators	The performance indicators in Schedule 6 clause 6.30.
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 CCS's possession before the Start Date.
Law	means 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.
LED	Law Enforcement Directive (Directive (EU) 2016/680)
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 Invitation to Tender 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 or MI	The management information specified in Schedule 6.
Material Breach	<p>A breach by the Supplier of the following clauses in this Framework Agreement:</p> <ul style="list-style-type: none"> • IR35 • Transfer and subcontracting • Equality and diversity • Conflicts of interest and ethical walls • Warranties and representations • Management information • Management charge • Publicity and branding • Bribery and corruption • Fraud and notice of fraud • Data protection and disclosure • Intellectual Property Rights • Confidentiality • any single serious breach or persistent failure to perform as required by this Framework Agreement or under a Call-Off Contract
MI Failure	A failure by the Supplier to provide as set out in Schedule 6 clause 6.9.
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.
MI Report	The management information report provided by the Supplier under Schedule 6.
Open Procedure	The process set out in Regulation 27 Public Contracts Regulations 2015.
Order	An order for G-Cloud Services placed by a Buyer with the Supplier in accordance with the Buying Process.
Order Form	The order form in the Call-Of Contract to be used by a Buyer to order G-Cloud Services.
Parent Company	Any company which is the ultimate Holding Company of the Supplier.
Party	Party for the purposes of the:

	<ul style="list-style-type: none"> • Framework Agreement, CCS or the Supplier • Call-Off Contract, the Supplier or the Buyer and 'Parties' will be interpreted accordingly
Partner	Any business entity with whom the Supplier works in order to provide the Services.
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 purchase
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Processor Personnel	means all directors, officers, employees, agents, consultants and Suppliers of the Processor and/or of any Sub-Processor engaged in the performance of its obligations under this Framework Agreement.
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
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation of 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 the such measures adopted by it.
PSN Authority	The government body which will administer the PSN from time to time (with assistance from other parties).
Regulations	The Public Contracts Regulations 2015 at http://www.legislation.gov.uk/ukxi/2015/102/contents/made and the Public Contracts (Scotland) Regulations 2015 at http://www.legislation.gov.uk/ssi/2015/446/contents/made
Regulatory Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Framework Agreement.
Relevant Person	Any employee, agent, servant, or representative of CCS, any other public body or person employed by or on behalf of CCS, or any other public body.
Reporting Date	The seventh day of each month following the month to which the relevant MI relates. A different date can be chosen if agreed between the Parties.

Request(s) for Information	A request for information or an apparent request under the Code of Practice on Access to government Information, FoIA or the Environmental Information Regulations.
Response	The response submitted by the Supplier to the Invitation to Tender.
Self Audit Certificate	The certificate in the form in Schedule 2 (Self Audit Certificate), to be provided to CCS by the Supplier.
Services	Means G-Cloud Services and/or Additional Services.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but is not limited to, those items listed in Schedule 4 of this Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Platform.
Service Essentials	The Applicant's service details provided in their Application and as set out in Supplier guidance issued from time to time.
Service Data	Service Data is defined in the Call-Off Contract as: All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Special Purpose Vehicle	A separate legal entity jointly controlled by a Group of Economic Operators to provide Services.
Specific Change in Law	A change in the Law that relates specifically to the business of CCS and which would not affect a Comparable Supply.
Standstill Period	Has the meaning given in Regulation 87(2) of the Public Contract Regulations 2015.
Start Date	For the Framework Agreement, the start date is as outlined in 'Section 1 - The appointment'. For the Call-Off Contract, start date is as described in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subcontractor Staff	All persons employed by the Subcontractor, together with the Subcontractor's servants or agents.
Subprocessor	Any third party appointed to process Personal Data on behalf of that Processor related to this Framework Agreement.
Supplier	The person, firm or company identified in Section 1.
Supplier Declaration	The document containing the selection and award questions for the procurement.
Supplier Representative	The representative appointed by the Supplier in relation to this Framework Agreement.

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 Framework Agreement or any Call-Off Contracts.
Supplier Terms	The Supplier's terms and conditions for G-Cloud Services as set out in Schedule 4 and in the form supplied as part of the Supplier's Application.
Tax Non-Compliance	<p>(a) Any tax return the Supplier submitted to HMRC, or the relevant tax authority if the Supplier is established on or after 1 October 2012, is found to be incorrect as a result of:</p> <ul style="list-style-type: none"> (i) HMRC or the relevant tax authority successfully challenging the Supplier under the General Anti-Abuse Rule or the Halifax Abuse Principle or under any tax rules or legislation that have an equivalent effect (ii) the failure of an avoidance scheme used by the Supplier which should be notified to HMRC or the relevant tax authority under the DOTAS or any equivalent regime <p>(b) the Supplier's tax affairs give rise on or after 1 April 2013 to a criminal conviction in any country for tax related offences which is not spent at the Start Date or to a penalty for civil fraud or evasion</p>
Term	The term of this Framework Agreement as specified in Section 1 (The appointment).
Terms of Participation	Are the terms set out in paragraph 9 (Competition Rules) of the Invitation to Tender Attachment 2: How to bid.
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.