



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

Digital Marketplace service ID number	982636020191208
Call-Off Contract reference	23629-1
Call-Off Contract title	Test Automation Services
Call-Off Contract description	Implementation and support of a test automation platform
Start date	1 November 2021
Expiry date	31 October 2023
Call-Off Contract value	<p>The maximum Call-Off Contract value of the 2-year initial term is £1,757,044 (excluding VAT).</p> <p>The initial SoW set out in Schedule 1 is approved at a total value of £977,774 (excluding VAT).</p>
Estimated Contract Values of Extension Options	<p>The estimated Call-Off Contract value of the optional year 3 extension period if executed is £760,047 (excluding VAT).</p> <p>The estimated Call-Off Contract value of the optional year 4 extension period if executed is £996,907 (excluding VAT).</p>
Charging method	<p>The charging method for all SoWs to be defined in the respective SoW.</p> <p>The charging method for SoW 1 is fixed price.</p>

Purchase order number	To be confirmed by Buyer post Call-Off Contract execution.
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This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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 Deliverables offered by the Supplier and defined in the Application.

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

From the Buyer	Department for Work and Pensions DWP Commercial Directorate Finance Group 5th Floor 2 St Peter's Square Manchester M2 3AA
To the Supplier	Business Systems (UK) Ltd 020 8326 8326 462 London Road, Isleworth, Middlesex, TW7 4ED United Kingdom
Together the 'Parties'	

Principal contact details

For the Buyer:

[Redacted]

For the Supplier:

[Redacted]

Call-Off Contract term

Start date	The Call-Off Contract Start date is 1 November 2021 and is valid for an initial period of 24 months, with extension options of a further 24 months (up to 48 months in total).
Ending (termination)	<p>The initial term of the contract is 24 months,</p> <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 60 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each up to a maximum of 48 months, by giving the Supplier 3 Months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>
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Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <p style="text-align: center;">Lot 2: Cloud software</p>
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • Implementation and support of Contact Centre and Telephony Test Automation Services to include Functional, Regression, Load, Performance and Monitoring testing of inbound and outbound telephony and webchat services.
Additional Services	<p>Additional Services are not applicable to this Call-Off Contract unless this Call-Off Contract is subsequently varied post the Start Date through the Variation process set out in clause 32 of this Call-Off Contract.</p>

Location	The Services shall be delivered remotely unless specifically agreed in a Statement Of Work.
Quality standards	<p>The quality standards required for this Call-Off Contract are as per the G-Cloud framework standards and ISO27001 and as set out within each individual Statement of Work.</p> <p>It is a condition of this contract that the test automation platform is compliant with the WCAG2.1 AA accessibility standard.</p>
Technical standards:	Technical requirements are set out in Schedule 1 – Services.
Service level agreement:	The service levels and associated service credits required for this Call-Off Contract are stated below in Schedule 1 – Services.
Onboarding	The on boarding plan for this Call-Off Contract is as stated in Schedule 1 - Services.
Offboarding	<p>To the extent required and applicable, offboarding requirements shall be defined in each Statement of Work. Offboarding requirements may include but not be limited to:</p> <ul style="list-style-type: none"> • All artefacts/data relating to the scope of Services (Schedule 1) will be handed over to the Buyer at the

	<p>time of off-boarding without any cost implications or IPR restriction (subject to Clause 11).</p> <ul style="list-style-type: none"> • Deletion of Buyer data. • Knowledge transfer. <p>At the end of the off-boarding and handover period - removal of security clearance and site/system access for the Supplier by the Buyer.</p>
Collaboration agreement	N/A
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1,000,000 or 150% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data Defaults, while still maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below.</p> <p>The annual total liability for all other Defaults will not exceed the greater of £1,000,000 or 150% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>Clause 24.1 in Part B below provides a definition of Other Defaults.</p>

<p>Insurance</p>	<p>The 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 £ for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £ or any higher minimum limit required by Law
<p>Force majeure</p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 20 consecutive days.</p>
<p>Audit</p>	<p>Not used.</p>
<p>Buyer's responsibilities</p>	<p>The Buyer is responsible for setting up the required environments in OPH and Azure platforms.</p>

<p>Buyer's equipment</p>	<p>The Buyer's equipment to be used with this Call-Off Contract includes Azure and On Premise Hosting Environments.</p> <p>Reason to enable the delivery of the 30 port customer lead testing requirements set out in the ITT.</p>
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Supplier's information

<p>Subcontractors or partners</p>	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>Nectar Services Corp.</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.

<p>Payment method</p>	<p>The payment method for this Call-Off Contract is bank transfer.</p>
<p>Payment profile</p>	<p>The payment profile for this Call-Off Contract is set out in Schedule 2 or the applicable SoW.</p>
<p>Invoice details</p>	<p>The Supplier will post paper invoices to the Buyer SSCL address and send a PDF version of the invoice to the SSCL email address below in accordance with the appropriate agreed Payment Profile.</p> <p>The Supplier must be prepared to use electronic purchase to pay (P2P) routes, including catalogue and e-invoicing. The Supplier must be prepared to work with the Buyer to set up and test all electronic P2P routes. This may involve creating</p>

	<p>technical ordering and invoice files, including working with our ERP system service suppliers and systems.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of the valid PDF invoice at SSCL.</p>
Who and where to send invoices to	<p>Hard copies and electronic invoices shall be sent and emailed respectively to:</p> <ol style="list-style-type: none"> 1. DWP, PO Box 406, SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ. 2. PDF versions of invoices should ALSO be emailed to the shared inbox: APinvoices-DWP-U@sscl.gse.gov.uk
Invoice information required	<p>All invoices must include purchase order number, contract reference and Buyer's reference details.</p> <p>The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Part B, clause 7.5 of the Call Off Contract.</p> <p>The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out in Schedule 2 and the provisions of this Call-Off Contract.</p>
Invoice frequency	<p>Invoices for implementation services will be sent to the Buyer following completion of an accepted milestone. Invoices for subscription services will be sent to the Buyer Monthly in advance.</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is set out in the Call-Off Contract section in Part A of the Order Form.</p>
Call-Off Contract charges	<p>[Redacted]</p>

Additional Buyer terms

<p>Performance of the Service and Deliverables</p>	<p>As per Schedule 1 and any agreed Variations.</p>
<p>Guarantee</p>	<p>Not applicable.</p>
<p>Warranties, representations</p>	<p>In addition to the incorporated Framework Agreement clause 4.1 the Supplier shall provide such warranties and representations as defined in each Statement of Work.</p>
<p>Supplemental requirements in addition to the Call-Off terms</p>	<ul style="list-style-type: none"> • Each Party's rights to End this Call-Off Contract shall be interpreted to allow Ending of it in whole or in part. Following notice that the Call-off Contract is being terminated (in whole or in part), the Supplier will continue to provide the services up to the date of termination. For the avoidance of doubt, the provisions relating to Ending the Call-Off Contract in clauses 18 (Ending the Call-Off Contract) and 19 (Consequences of suspension, ending and expiry) shall apply whether the Ending of the Call-off Contract is in whole or in part. • The Supplier shall not include restrictive covenant(s) in its contract(s) with its Subcontractor(s) that would prevent or impede any such Subcontractor(s) from contracting directly or indirectly with the Buyer in the event the Buyer Ends the Call Off Contract and/or any individual Statement of Work (in whole or in part) for any reason. This clause shall survive termination of the Call Off Contract. <p>“Good Security Practice”</p> <p>shall mean:</p> <ul style="list-style-type: none"> a. The technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management

standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology);

- b. Security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and
- c. The Government's security policies, frameworks, standards and guidelines relating to Information Security.

"Information Security Questionnaire" shall mean the Buyer's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Buyer's Security Requirements.

"Security Test" shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.

1. Principles of Security

The Supplier shall at all times comply with the Buyer's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law.

2. Cyber Essentials

The Supplier shall obtain and maintain certification to Cyber Essentials (the "Cyber Essentials Certificate") in relation to the Services during the Term of this Call-Off Contract.

3. Risk Management

3.1 The Supplier shall operate and maintain policies and processes for risk management (the **Risk Management Policy**) during the Term of the Call-Off Contract which includes standards and processes for the assessment of any

potential risks in relation to the Services and processes to ensure that the Buyer's Security Requirements are met (the **Risk Assessment**). The Supplier shall provide the Risk Management Policy to the Buyer upon request within 10 Working Days of such request. The Buyer may, at its absolute discretion, require changes to the Risk Management Policy to comply with the Buyer's Security Requirements. The Supplier shall, at its own expense, undertake those actions required in order to implement the changes required by the Buyer within one calendar month of such request or on a date as agreed by the Parties.

3.2 The Supplier shall carry out a Risk Assessment (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the threat landscape or (iii) at the request of the Buyer. The Supplier shall provide the report of the Risk Assessment to the Buyer, in the case of at least annual Risk Assessments, within 5 Working Days of completion of the Risk Assessment or, in the case of all other Risk Assessments, within one calendar month after completion of the Risk Assessment or on a date as agreed by the Parties. The Supplier shall notify the Buyer within 5 Working Days if the Risk Profile in relation to the Services has changed materially, for example, but not limited to, from one risk rating to another risk rating.

3.3 If the Buyer decides, at its absolute discretion, that any Risk Assessment does not meet the Buyer's Security Requirements, the Supplier shall repeat the Risk Assessment within one calendar month of such request or as agreed by the Parties.

3.4 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Buyer in relation to the Buyer's own risk management processes regarding the Services.

3.5 For the avoidance of doubt, the Supplier shall pay all costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 3. Any failure by the Supplier to comply with any requirement of this paragraph 3 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Buyer to exercise its rights under clause 18.5.

4. Information Security Questionnaire

The Supplier shall complete the information security questionnaire in the format stipulated by the Buyer (the "**Information Security Questionnaire**") at least annually or at the request by the Buyer. The Supplier shall provide the

completed Information Security Questionnaire to the Buyer within one calendar month from the date of request.

5. Security Tests

5.1 The Buyer, or an agent appointed by it, may undertake Security Tests in respect of the Supplier's Systems Environment after providing advance notice to the Supplier. If any Security Test identifies any non-compliance with the Supplier's Security Requirements, the Supplier shall, at its own expense, undertake those actions required in order to rectify such identified non-compliance in the manner and timeframe as stipulated by the Buyer at its absolute discretion. The Supplier shall provide all such co-operation and assistance in relation to any Security Test conducted by the Buyer as the Buyer may reasonably require.

5.2 The Supplier shall conduct Security Tests to assess the Information Security of the Supplier's Systems Environment and, if requested, the Buyer's Systems Environment. In relation to such Security Tests, the Supplier shall appoint a third party which in respect of any Penetration Test, is duly accredited by CHECK, CREST (International), or Tigerscheme. Such Security Test shall be carried out (i) at least annually, (ii) in the event of a material change in the Supplier's Systems Environment or in the Buyer's System Environment or (iii) at the request of the Buyer which request may include, but is not limited to, a repeat of a previous Security Test. The content, and format of any report of such Security Tests shall be approved in advance of the Security Test by the Buyer. The Supplier shall provide any report of such Security Tests within one calendar month following the completion of such Security Test or on a date agreed by the Parties. The Supplier shall, at its own expense, undertake those actions required to rectify any risks identified by any Security Test in the manner and within the timeframe required by the Buyer in its absolute discretion.

5.3 The Buyer shall be entitled to send the Buyer's Representative to witness the conduct of any Security Test. The Supplier shall provide to the Buyer notice of any Security Test at least one month prior to the relevant Security Test.

6. Security Governance Review Meetings

The Buyer may schedule regular security governance review meetings which the Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, attend.

7. Security Policies and Standards

7.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Buyer Security Policies and Standards set out below.

7.2 Notwithstanding the foregoing, the Buyer's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Variation to this Call-Off Contract, any change in the Buyer's Security Requirements resulting from such Variation (if any) shall be agreed by the Parties in accordance with the Variation process.

7.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards.

8. Buyer Security Policies and Standards

The Security Policies are published on:

<https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards> unless specified otherwise:

- a) Acceptable Use Policy
- b) Information Security Policy
- c) Physical Security Policy
- d) Information Management Policy
- e) Email Policy
- f) Technical Vulnerability Management Policy
- g) Remote Working Policy
- h) Social Media Policy
- i) Forensic Readiness Policy
- j) SMS Text Policy
- k) Privileged Users Security Policy
- l) User Access Control Policy
- m) Security Classification Policy
- n) Cryptographic Key Management Policy
- o) HMG Personnel Security Controls – May 2018

(published on

<https://www.gov.uk/government/publications/hmg-personnel-security-controls>)

- p) NCSC Secure Sanitisation of Storage Media (published on <https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media>)

9. Cyber Security Information Sharing Partnership

9.1 The Supplier may become a member of the Cyber Security Information Sharing Partnership in accordance with the recommendations by the NCSC during the Term of this Call-Off Contract. The Supplier may participate in the Cyber Security Information Sharing Partnership for the exchange of cyber threat information.

9.2 Where the Supplier becomes a member of the Cyber Security Information Sharing Partnership, it shall review the NCSC weekly threat reports on a fortnightly basis and implement appropriate recommendations in line with the Supplier's Risk Management Policy.

10. Security Clearance

Security clearance requirements are to be identified in the Statement of Work.

11. Not used

12. Offshoring

The Supplier has confirmed that the Services do not fall within the definition of Offshoring as stated in the Buyer's Offshoring Policy.

The Supplier shall at all times comply with the Buyer's Offshoring Policy. In the event that Offshoring is envisaged at any point during the Term of this Call-Off Contract, the Supplier shall immediately notify the Buyer and the Parties shall discuss and the Buyer shall agree the appropriate requirements for the Supplier to satisfy its obligations under this clause and the Buyer's Offshoring Policy (which will require an Enterprise Security Risk Management assessment being undertaken by the Buyer) prior to any Offshoring taking place.



DWP OFFSHORING POLICY V4.0
A GUIDE FOR DWP CONTRACTORS

14 March 2018

13. Prohibited Acts

The Supplier shall not, and shall ensure that any staff shall not, commit any Prohibited Act. If the Supplier, its staff or anyone acting on the Supplier's behalf engages in a Prohibited Act, the Buyer may terminate the Call-Off Contract and recover from the Supplier the amount of any Loss suffered by the Buyer as a result.

Any termination under this clause of the Call-Off Contract will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.

14. Not used

15. Social Value

The Supplier shall provide a monthly update at governance review meetings on the steps the Supplier is taking to ensure delivery of this Call-Off Contract supports the Buyer's theme of "Equal Opportunities" with the required policy outcome being "Tackle workforce inequality".

16. Supplier Terms

With respect to the following wording on page 1 of the Supplier terms:

"By agreeing to the Business Systems (UK) Limited Terms & Conditions you are also agreeing to the software license and original service provider conditions. For a copy of these Terms & Conditions, email

For the purposes of this Call-Off Contract, this is a reference to the terms contained in Clause 11A.

17. MATTERS RELATING TO CLAUSE 11.

The following definitions (expressions and meanings) shall be added to Schedule 6: Glossary and interpretations:

- **“Central Government Body”** Means a body listed in one of the following subcategories of the Central Government classification of the Public sector Classification Guide, as published and amended from time to time by the office for National Statistics:
 - Government Department.
 - Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal).
 - Non-Ministerial Department.
 - Executive Agency.
- **“Nectar License”** means a subscription license for the right to use Nectar Products for a defined term and subject to the terms and conditions set forth in Clause 11.A.
- **“Nectar Marks”** mean Nectar’s copyrights, trademarks, trade names, service marks, logos, taglines, and domain names associated with Nectar, the Nectar Products, or the Nectar Services.
- **“Nectar”** means Nectar Services Corp., a subcontractor under this Call-Off Contract.
- **“Nectar Products”** means Nectar’s proprietary unified communications network monitoring software, including without limitation all “software as a service” products and including all updates, bug fixes, upgrades, new versions, and such other and successive software as Nectar may subsequently develop for licensing and distribution, in each case that are delivered to the Buyer pursuant to this Call-Off Contract.
- **“Nectar Services”** mean the following Professional Services, Support Services and Training Services, in each case that are delivered to the Buyer pursuant to this Call-Off Contract, .
 - **“Professional Services”** mean the professional services that Nectar provides in connection with the Buyer’s use of the Nectar Products.
 - **“Support Services”** or **“Support”** means the on-going support services that Nectar provides in connection with the Buyer’s use of the Nectar Products.
 - **“Training Services”** means training services that Nectar provides in connection with the Buyer’s use of the Nectar Products.
- **“Nectar Proprietary Notices”** mean patent, copyright, trademark, confidentiality and like statutory

or information notices of Intellectual Property Rights or similar restrictions placed on the Nectar Products.

- **“Permitted User”** means a Relevant person (including a contractor of the Buyer) that in each case the Buyer has authorised to use a Nectar License purchased by the Buyer on behalf of the Buyer.

11A. Nectar License Rights and Restrictions

11A.1 Subject to Buyer’s compliance with this Clause 11A Nectar grants to the Buyer a non-exclusive and non-transferable right to access and use the Nectar Products in accordance with the applicable Nectar License, through its Permitted Users, for the Buyer’s internal business operations only; provided that the Buyer shall ensure that all of its Permitted Users abide by the license rights and restrictions detailed in this Clause 11A. The Buyer shall be liable for any breach by its Permitted Users of such terms.

11A.2 Except as authorised under this Clause 11A, Nectar retains and reserves all rights in the Nectar Products and Nectar Services, including all Nectar Intellectual Property Rights. The Buyer acknowledges that, as between Nectar on the one hand, and the Buyer and any of its Permitted Users on the other, that (i) Nectar is the exclusive owner of all its Intellectual Property and has the right to protect and enforce its Intellectual Property Rights; (ii) the Buyer shall not (and shall ensure that its Permitted Users do not) assert any claim of ownership or authorship to any of Nectar’s Intellectual Property, or otherwise interfere with or disparage Nectar’s Intellectual Property Rights; and (iii) any and all goodwill derived from the Buyer’s licensing or use of Nectar’s Intellectual Property shall inure to the benefit of Nectar. Without limiting the foregoing, Nectar retains ownership of all Nectar Product copies, whether embedded in another product or separate. The Buyer has no right to receive or distribute any source code with respect to the Nectar Products.

11A.3 For the avoidance of doubt, the Buyer recognizes and agrees that all existing IPR created prior to the date of this Call-Off Contract (or independently of it) in Nectar Products and Nectar Services delivered to the Buyer pursuant to this Call-Off Contract are Background IPRs of Nectar (or of the Supplier on behalf of Nectar).

11A.4 The Buyer shall not:

	<ul style="list-style-type: none"> A. Exceed the number of Nectar Licenses granted to it pursuant to an Order. B. Host or allow the hosting of any of the Nectar Products in any place other than the United Kingdom or the European Union without the prior written consent of Nectar. C. Disassemble, reverse assemble, decompile, reverse compile, reverse engineer or otherwise attempt to derive source code (or the underlying ideas, algorithms, structure, or organization) from any Nectar Product. D. Modify or create derivative works of any of the Nectar Products (including without limitation, any translations, transformations, adaptations or other recast or altered versions) for any purpose; and, in addition to any other remedies available to Nectar at law or equity in violation of this Clause 11A.4 D, and in the event any such derivative works are made, they shall be 100% owned by Nectar, and the Buyer shall sign any documentation required by Nectar to establish such ownership. E. Use, copy, sell, sub-license, lease, rent, loan, assign, convey or otherwise transfer any Nectar Product or Nectar Service, except as expressly authorised by Nectar. F. Distribute, disclose, or allow use of any Nectar Product or Nectar Service, in any format, through any time-sharing service, service bureau, network or by any other means, to or by any third parties (unless a Permitted User) that are not a Central Government Body. G. Use or access any Nectar Product or Nectar Service for the purpose of building a competitive service or comparative features. H. Use or access any Nectar Product or Nectar Service for the purpose of comparative analysis (including, but not limited to, benchmarking) intended for use outside the Buyer's organisation or a Central Government Body. I. Use any Nectar Product or Nectar Service in any manner that violates any laws or regulations of England and Wales which apply to the provision of the Ordered G-Cloud Services or any other applicable law or regulation as notified to the Buyer (including, but not limited to, where the Buyer is required to obtain permissions or authorisations to permit Nectar to perform any obligations related to the Nectar Products or Nectar Services). J. Refrain from utilising and implementing, or otherwise fail to utilise and implement, security procedures that are no less than industry standard to protect any Nectar Product and any Nectar Service from any pre-programmed devices, such as "viruses", "time bombs",
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“worms”, “Trojan horses”, malicious code, disabling device or other similar component.

- K. Delete, alter, obscure, add to or fail to reproduce where reasonably requested in and on any Nectar Product or Nectar Service or related documentation, any Nectar Mark or Nectar Proprietary Notice provided by Nectar.
- L. Use, register or attempt to register with any agency or in any jurisdiction, any of the Nectar Marks.
- M. Otherwise access or use any Nectar Products or Nectar Service, except in furtherance of this Call-Off Contract and subject to the terms of this Clause 11A.

11A.5 The Buyer is solely responsible for the acts or omissions of any persons or entities that obtain access to the Nectar Products or Nectar Services through the Buyer or its Permitted Users, or the systems of the Buyer or its Permitted Users. The Buyer will notify Supplier promptly if it becomes aware of any unauthorised access or use. Without limiting the foregoing, the Buyer shall implement and maintain reasonable and appropriate controls to ensure that its Nectar License user accounts are used only by the Permitted Users to whom they are assigned, pertaining to each Nectar License user’s multiple devices or endpoints (e.g., phones, video, headsets, etc.). The Buyer will designate one or more administrators responsible for such access control.

11A.6 The Buyer acknowledges and agrees that any or threatened breach of this Clause 11A will entitle Supplier (acting on Nectar’s behalf) to injunctive or other equitable relief, without the posting of any bond or security (unless independently required by a court, but the Buyer shall not seek such bond or security), to prevent such breach or threatened breach, in addition to any other remedies available to Nectar at law or equity. Without limiting the foregoing, any breach of this Clause 11A will entitle the Supplier (acting on Nectar’s behalf) to immediately terminate the licenses and use rights granted herein, and any other right of the Buyer to make use of the Intellectual Property of Nectar.

18. MATTERS RELATING TO CLAUSE 18.3

For the avoidance of doubt, in relation to Clause 18.3, Charges for Test Automation Software license subscription fees will cease to be payable upon termination and will not be deemed as unavoidable Loss by the Supplier.

19. Definitions

	<p>The following definitions (expressions and meanings) shall be added to Schedule 6: Glossary and interpretations:</p> <p>Test Automation Software All software modules, including all components of the Nectar Customer Experience Assurance Platform (CXA) that together constitute the software provided to meet the Buyer’s test automation requirements outlined in Schedule 1.</p> <p>Milestone Acceptance Certificate The document that the Buyer is required to sign to assure that all Deliverables within a milestone have been satisfactorily completed.</p>
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	Notwithstanding Clause 11.3 or all of Clause 15, the Buyer shall have no right to publish any open source code with respect to any Nectar IPR or any Project Specific IPR.
Public Services Network (PSN)	Deleted – not applicable
Personal Data and Data Subjects	See Schedule 7: Annex 1

1. Formation of contract

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

- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in 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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[Redacted]	[Redacted]
Title	[Redacted]	[Redacted]
Signature	[Redacted]	[Redacted]
Date	29-10-2021	10 / 29 / 2021

Schedule 1: Services

1. The Services to be performed by the Supplier and the associated deliverables and milestones shall be as set out in each individual Statement of Work. Statement of Work 1 is set out in this Schedule.

Test Automation Software Requirements

2. In order for DWP to meet its business outcomes for a new contact centre platform there is a requirement for Test Automation Software. The future platform implementation will be delivered and tested using an agile methodology. It is expected that the Test Automation tool will support DWP in meeting these objectives, providing expert capability to enable each Agile delivery squad to achieve their required testing outcomes.

Each test run will have specific requirements to ensure that the delivery squad can meet its sprint objectives in a dynamic agile delivery model. In addition the platform is required to:

- a) Automatically execute testing of the contact centre platform,
- b) Store test outcomes and automatically raise issues on test failures,
- c) Test the end to end customer experience,
- d) Document and manage Test Scripts,
- e) Report of test executions.

3. The Test Automation Software shall meet the following requirements.

Req Ref	DWP Requirement	Test Automation Software Meets Requirement	Requirement Priority	Supplier Response (Supplier Supporting Information)
1.	The Test Automation Software shall be compatible with Genesys Engage Cloud Private Edition, Microsoft Azure, Microsoft Azure Stack Hub*, Gitlab, Smartbear TestComplete and Smartbear Zephyr.	Yes	Must	Supplier confirms compatibility with Smarbear TestComplete and Zephyr including Zbot and Zapi – however, the deliverable is for DWP to integrate these tools with Nectar. If a Nectar engineer identifies that a support issue may be related to the fact that elements of the Test Automation Software have been deployed in Microsoft Azure Stack Hub, DWP agrees that the issue must be replicated within Azure to validate that the issue is not specific to Azure Stack Hub.
2.	DWP will require the Test Automation Software to be installed within Microsoft Azure and on-premise hosting with all functionality to be available. DWP will supply and maintain the environment and infrastructure on which the Test Automation software needs to function. The Supplier will have no access to DWP systems and installation will be completed by DWP under guidance from the Supplier. The assistance and support of the Supplier will be required during the build and configuration and throughout the term of the contract. The Test Automation Software is required to perform end-to-end testing including on premise SIP call generation, outbound dialler, agent simulation, Verint call recording assurance and test reporting.	Yes	Must	
3.	DWP shall be able to deploy separate instances of the Test Automation Software to the different air gapped Dev/Test and Staging/Production environments. DWP requires the ability to spin up multiple instances within an environment to support the CICD pipeline.	Yes	Must	Please refer to Section 5 within the “DWP-CXA Design-Deployment-Scope v1.9” document ASR will be required at each Functional/Regression environment. DWP will be required to supply their own speech recognition server communicating over MRCPv2 protocol
4.	DWP require an initial volume of 30 test ports for continuous Functional, Regression and Monitoring testing and require the ability to flex the number of ports up and down as demand dictates throughout the duration of the contract with the provision that there is a minimum of 10 ports.	Yes	Must	The proposed Enterprise License will provide 30 ports for Functional, Regression and Monitoring testing. Should there be a requirement to change the number of ports, Nectar would require 5 business days’ notice, and additional fees would be due. Should there be a need to scale-down, DWP would be able to configure this at the Campaign Management level.
5.	The Test Automation Software is required to integrate into the following systems:			Nectar will facilitate integration from Smartbear Zephyr to the Test Automation Software via API’s.
	a) Gitlab	Yes	Must	Nectar’s restful APIs are flexible enough to be used to integrate with agile development ticket and tracking systems. Integration with Genesys applications are carried out via dialling specific application numbers and testing the customer experience from an outside-
	b) Smartbear Zephyr	Yes	Must	
	c) Genesys Engage/Business Edition or Genesys Engage Cloud Private Edition as part of current requirement	Yes	Must	
	d) Verint Call Recorder as part of current requirement	Yes	Must	

				<p>in approach. Supplier will also undertake integration with specific API's for agent experience/simulation as outlined in section 9.4 of the "DWP-CXA DESIGN-DEPLOYMENT-SCOPE V1.9" DOCUMENT</p> <p>Nectar has a unique ability to carry out call recording assurance. Nectar currently supports Verint recorders, whereby we assure that calls are being recorded as expected. Our application layer would extract recordings and validate sizings/duration, whether they were archived, and whether the recording which was expected to be present actually exists on the Verint recorder.</p>
6.	The Test Automation Software shall be capable of generating 1,000 simultaneous on-premise SIP calls.	Yes	Must	The Enterprise License will include the required performance testing ports as outlined above.
7.	The Test Automation Software shall be capable of making ingress and egress test calls over PSTN network.	Yes	Must	
8.	The Test Automation Software shall perform Functional and Regression testing of the following services:			<p>*Email– not within scope of current Project– when available, this functionality would be included in future software releases under the agreed subscription model – any requirement for Nectar PS to configure and deploy is NOT within scope</p> <p>*SMS - not within scope of current Project– when available, this functionality would be included in future software releases under the agreed subscription model – any requirement for Nectar PS to configure and deploy is NOT within scope</p> <p>*Video - not within scope of current project– when available, this functionality would be included in future software releases under the agreed subscription model – any requirement for Nectar PS to configure and deploy is NOT within scope</p> <p>*WebRTC – not within scope of current project – and not included within current subscription licensing - this is a separate license and would need to be scoped and procured as a separate engagement.</p> <p>Nectar has the ability to undertake inbound and outbound voice and web traffic testing.</p> <p>Inbound and outbound can be used in conjunction with one another in certain scenarios e.g. if a user wanted to test a call back application then there would be a process of making an inbound call into the IVR, automate leaving a call-back request and the number to be called back on, and then have the outbound module to expect a call-back within a given time period to close the loop. If a call-back is not received within an expected period of time then the test case fails, report is updated, and alarm is sent to subscribers. The following is a typical call-back inbound/outbound application call flow with agent emulated interaction:</p>
	a) Inbound Telephony	Yes	Must	
	b) Outbound Telephony	Yes	Must	
	c) Outbound Dialler	Yes	Must	
	d) Web Chat	Yes	Must	
	e) Email	No*	Could	
	f) SMS	No*	Could	
	g) WEB	Yes	Must	
	h) Video	No*	Should	
	i) IVR Self Service call flows using DTMF	Yes	Must	
	j) IVR Self Service call flows using NLCS	Yes	Must	
	k) Call Queuing	Yes	Must	
	l) Call Message Treatments	Yes	Must	
	m) Skill Based Routing	Yes	Must	
	n) WebRTC	No	Should	
	o) Verint Call Recording	Yes	Must	

				<p>All inbound traffic can support both DTMF and advanced speech recognition IVR flows by having flexible, configurable test steps to send PIN numbers as DTMF or pre-recorded .wav files as speech.</p> <p>Nectar also has the capability to undertake Natural Language automated testing by using data driven features to randomly test open ended questions with different intents to test that the outcome of the natural language application is as expected per the programmed grammars.</p> <p>Nectar have a module called Agent Experience Emulation; this is a module which connects to the Genesys platform via Web Services. Test cases can be created to log-in agents, set them to “Ready” to take calls, answer calls, transfer calls, conference calls; effectively undertake any interaction a user would complete at the agent level. This includes checking that the attached data is presented and then comparing this to what is expected.</p> <p>Call flows can be set up to send specific attached data to represent the skill group the call was intended to be answered by, and then have it compared to the actual skill the agent resided in once the call reaches the agent. Nectar Agent Experience Emulator can carry-out a comparison whereby if these 2 values are equal, then the test passes. If they are not the test fails, and the user is notified whether the call routed to the correct skill-group.</p> <p>In addition, Nectar CX can carry out web-interaction testing against websites and chat bots.</p>																				
9.	<p>The Test Automation Software shall simulate Agent activity in the following areas below when Functional and Regression testing:</p> <table border="1" data-bbox="216 1194 852 1331"> <tr> <td>a)</td> <td>Answer Inbound call traffic</td> <td>Yes</td> <td>Must</td> </tr> <tr> <td>b)</td> <td>Generate Outbound dialler call interactions</td> <td>Yes</td> <td>Must</td> </tr> <tr> <td>c)</td> <td>Agent login/logout of Genesys applications</td> <td>Yes</td> <td>Must</td> </tr> <tr> <td>d)</td> <td>Device registration/de-registration</td> <td>Yes</td> <td>Must</td> </tr> <tr> <td>e)</td> <td>Call cold and warm transfer scenarios for agent side calls</td> <td>Yes</td> <td>Must</td> </tr> </table>	a)	Answer Inbound call traffic	Yes	Must	b)	Generate Outbound dialler call interactions	Yes	Must	c)	Agent login/logout of Genesys applications	Yes	Must	d)	Device registration/de-registration	Yes	Must	e)	Call cold and warm transfer scenarios for agent side calls	Yes	Must			<p>*Email session - not within scope of current Project– when available, this functionality would be included in future software releases under the agreed subscription model – any requirement for Nectar PS to configure and deploy is NOT within scope</p> <p>Nectar will deploy the Genesys Agent Experience on-premise which connects to the Genesys contact centre and simulates agent behaviour such as login / logout, answer, hang-up, setting reason codes from Ready</p>
a)	Answer Inbound call traffic	Yes	Must																					
b)	Generate Outbound dialler call interactions	Yes	Must																					
c)	Agent login/logout of Genesys applications	Yes	Must																					
d)	Device registration/de-registration	Yes	Must																					
e)	Call cold and warm transfer scenarios for agent side calls	Yes	Must																					

	f)	On-network user to user simulated voice sessions	Yes	Must	to Not-Ready, wrap-up codes, conference, warm transfer, blind transfer of calls, checking attached data presented and whether this data is a match against what was expected etc. The Nectar Endpoint Client (NEC) can be used to register as a SIP UA endpoint against the Genesys contact centre environment. In a scenario where DWP needs to test 100s-1000s of agents without physical devices, NEC (or lightweight equivalent) will be used to emulate 1 to 1 endpoint relationship needed to log in all test agents e.g., DWP needs to test 5000 agent logins, our NEC will spin up 5000 SIP endpoints then using the Agent Experience emulator, a test case is created which logs each agent in with a specific virtual device. These devices will be able to receive calls inbound, make calls outbound and all are Web Services controlled by the Virtual Genesys Web Services controller following commands outlined in the test cases.
	g)	Conference calls	Yes	Must	
	h)	Web Chat	Yes	Must	
	i)	Email session	No*	Could	
	j)	Agent screen pop, cross check expected attached data	Yes	Must	
	k)	Agent CRM interaction	Yes	Must	
	l)	Dispositions	Yes	Must	
	m)	Wrap Up Time	Yes	Must	
	n)	SIP end point	Yes	Must	
	o)	Agent outbound call interaction	Yes	Must	
10.		The Test Automation Software shall be able to ingest CSV documents and automatically create test cases from these.	Yes	Must	Please see following sample CSV: data driven genesys IVR (2).csv
11.		The Test Automation Software shall meet the following requirements for test case creation:			Nectar CX provides the UI screen to create Test cases and manage them into different folders for structure, versioning and regression pack creation testing. Versioning can be applied to the folder naming convention to keep the test cases separate based on the application version number the testers are validating. Nectar's interface allows configuration of the calling number, setting up of emailed alarms, retry of calls made upon failure (in our experience, testers would like to retry a failed scenario to double-check that it's an actual failure). This screen also shows a data-driven option, where a user would upload a CSV file so values within the test steps such as Calling number, Expect To Hear and DTMF/SPEECH input can be dynamic. Specific notes and descriptions can be applied to both campaigns and test cases for user reference.
	a)	User GUI for test case creation and management	Yes	Must	
	b)	Ability to group tests within folders to create test cycle/Regression pack(s) that can be executed	Yes	Must	
	c)	Test Case version control	Yes	Must	
	d)	Define parameters for each test step	Yes	Must	
	e)	Upload audio files for each test step	Yes	Must	
	f)	Define acceptable CX interaction metrics	Yes	Must	
	g)	Define expected individual test step execution timings	Yes	Must	
	h)	Define tests that can validate an expected response to a defined list of questions offered in a random order	Yes	Must	
	i)	Support for Data Driven Testing	Yes	Must	
	j)	Ability to modify test scripts	Yes	Must	
	k)	Upload and download test scripts from Gitlab repository	Yes	Must	
	l)	Execute campaigns and test scripts from Gitlab	Yes	Must	
	m)	Export test results to Gitlab	Yes	Must	
	n)	Allow for pauses within a script to allow for system response times	Yes	Must	
12.		The Test Automation Software shall comply with the following requirements for test case execution:			Nectar has a feature called FLEX ports where both the ports acquired against the module UI can be used for Functional, Regression, Monitoring and Web Interaction testing without the need to make changes.
	a)	Capture and measure against predefined parameters for each test step	Yes	Must	
	b)	In test execution capture audio and compare to expected (pre-loaded audio file) and measure audio for quality and	Yes	Must	

		consistency using PESQ and MOS with audio transcription			
	c)	Capture CX interaction timings and measure against the pre-defined acceptable CX interaction metrics	Yes	Must	
	d)	Capture individual test step execution timings and measure against expected	Yes	Must	
	e)	Automatically report on test execution results via email, dashboard and API	Yes	Must	
	f)	Compare a test execution with a previous execution of the same test	Yes	Must	
	g)	Ability to add a comment to a test execution	Yes	Must	
	h)	Ability to reuse a test across Functional, Regression, Monitoring and Load Testing	Yes	Must	
	i)	Test performance of the entire CX journey from call quality through to agent hand-off	Yes	Must	
	j)	Automatically retry a test on failure for a predefined number of times	Yes	Must	
	k)	Emulate agent interactions	Yes	Must	
	l)	Validate Verint call recordings	Yes	Must	
	m)	Interact with ASR	Yes	Must	
	n)	Interact with DTMF	Yes	Must	
	o)	Enable pause / delay in script steps to allow system response times	Yes	Must	
13.		The Test Automation Software shall provide test execution reporting in the following formats:			All CX testing reports, whether the IVR or agent-experience side, are provided out the box.
	a)	Bulk test execution reporting	Yes	Must	
	b)	Automated report scheduling	Yes	Must	All grouping and retried test reports are available via out of the box reports.
	c)	Individual Test Step reporting at test case level with audio transcription	Yes	Must	
	d)	CXA end-to-end test reporting	Yes	Must	
	e)	Group failed and retried tests within a report	Yes	Must	
	f)	Users can create and save bespoke reports	Yes	Must	
	g)	Export all test data via CSV or Excel	Yes	Must	
	h)	Reporting via API	Yes	Must	
14.		The Test Automation Software shall be able to validate that calls are recorded in Verint.	Yes	Must	Nectar also has the ability to make automated daily calls to endpoints that are set to record by Verint e.g., make 100 daily calls and verifying that they were recorded. Nectar can provide triggers / alarms which notify admin whether the recordings exist or not when compared to the endpoint called and the recorder's metadata. Along with corresponding reports Nectar can validate the file size of the recording and determine whether to raise an alarm or not. Our recording integration solution can tell what the file size of the recording is i.e., was it 0kb or 1mb and raise alarms and/or view as part of historical reports. Nectar is also able to pull the recording file .wav file for playback without

				<p>having to log into the Verint system.</p> <p>This automated testing of recordings will include testing of whether:</p> <ul style="list-style-type: none"> - Recording exists - Recording is the right size - Recording has 2-way audio - Quality is sufficient
15.	The Test Automation Software shall be able to validate in Verint call recording bi-directional media check and each leg call duration.	Yes	Must	<p>Nectar endpoints can be used to register against the PBX platform and play audio files when a synthetic call is placed to them allowing bi-directional voice recording.</p> <p>Call recording records can be retrieved via our integration with Verint Recorder with metadata analysis on the size, quality (MOS scoring), length of each call leg. Nectar would be able to check against metadata and ensure that a recording file exists for each individual call.</p> <p>Assumptions:</p> <ul style="list-style-type: none"> • Calls on the Verint platform will be extracted directly from the capture servers, these calls will not be archived to external storage • Archive validation is therefore not required as part of this solution • Audio will be captured via Genesys telephony (SIPREC SRTP from SBC) • Audio will be stored unencrypted on the Verint platform <ul style="list-style-type: none"> ○ If DWP insist on having Verint encryption enabled, we will need to look at the integration via Verint API to extract data • Nectar will be posting a copy of the audio/metadata to an agreed location to process and output results to the Test Automation Software. <ul style="list-style-type: none"> ○ If DWP have concerns around audio residing on an external storage location, we can look at alternative audio presentation methods ○ Option to present a link to the recording for Nectar to get a stream of the audio. ○ Option to store the audio on an encrypted location for Nectar to pick up the audio
16.	DWP will require Supplier assistance for the first 3 months to configure the application and support testing activities such as test case creation and management within the application and execution through to reporting and API integration.	Yes	Must	<p>Given the stated requirements for the DWP to complete the installation and configuration, Nectar would form a Programme Team consisting of: Programme Manager, Technical Engineering Lead, CX Enablement Lead, Trainer. This team will be responsible for undertaking all activities alongside the DWP team to deploy, configure, integrate, test and enable the platform and the DWP team. It is critical that a training and enablement</p>

				<p>programme is completed (in the form of structured formal training sessions) and that on-going scheduled best-practice/knowledge transfer sessions occur throughout the Project Milestones as defined within the "DWP-CXA DESIGN-DEPLOYMENT-SCOPE V1.9" DOCUMENT . These will be scoped and agreed with DWP.</p> <p>Nectar has included 50 hours of engineering resource (on-top of project deployment resources) from the end of Milestone 1 throughout the duration of the Project until completion of Milestone 5 as defined within the "DWP-CXA DESIGN-DEPLOYMENT-SCOPE V1.9" DOCUMENT to provide assistance with configuration and testing activities.</p> <p>It is also important to note that throughout the term of the contract Nectar would remain closely aligned to DWP to provide regular and ongoing support and enablement to ensure that best practice is followed, and guidance is provided. This is outside of the standard support and maintenance that would be provided to resolve technical issues relating to the platform (should they arise)</p>
17.	The Test Automation Software shall have the capability to monitor simulating call and agent / IVR interactions:			
a)	(Telephony Diagnostics) The Test Automation Software shall monitor for:			
	1) Busy tones	Yes	Must	
	2) Noisy lines	Yes	Must	
	3) Incorrectly routed calls	Yes	Must	
	4) SIP and RTP errors	Yes	Must	
	5) Dead lines	Yes	Must	
	6) Unterminated calls	Yes	Must	
	7) RTNR's	Yes	Must	
b)	(IVR Diagnostics) The Test Automation Software shall monitor for:			
	1) Dead ends	Yes	Must	
	2) Webservice pages not found	Yes	Must	
	3) Bad fetch messages played to callers	Yes	Must	
	4) Exceptions	Yes	Must	
	5) Incorrect prompts	Yes	Must	
	6) Incorrect attached data	Yes	Must	
c)	(Back End Diagnostics) The Test Automation Software shall monitor for:			
	1) Database lookup response times	Yes	Must	
	2) Database related latency or failures	Yes	Must	
d)	(Platform Diagnostics) The Test Automation Software shall monitor for:			
	1) DTMF failures	Yes	Must	

	2)	Dropped calls	Yes	Must	
	3)	Calls dropped due to firewall restrictions	Yes	Must	
e)	(Voice Quality Issues) The Test Automation Software shall monitor for:				
	1)	Line noise	Yes	Must	
	2)	Errors generated by packet loss	Yes	Must	
	3)	Audio gaps	Yes	Must	
	4)	Stutter / Jitter due to packet loss	Yes	Must	
f)	(Telephony Infrastructure) The Test Automation Software shall monitor and detect:				
	1)	Incorrect call routing	Yes	Must	
	2)	DTMF volumes	Yes	Must	
	3)	Security related issues	Yes	Must	
	4)	Dropped calls	Yes	Must	
	5)	Signalling response	Yes	Must	
g)	(Scheduling) The Test Automation Software shall enable Campaigns to be run:				
	1)	Manually	Yes	Must	
	2)	Scheduled to run automatically	Yes	Must	
	3)	With the ability to vary call frequency and volumes as required	Yes	Must	
h)	(Alerting) The Test Automation Software shall alert via:				
	1)	Email	Yes	Must	
	2)	SMS	No	Should	
	3)	Integration to commercial monitoring applications	Yes	Must	
i)	The Test Automation Software shall have comprehensive reporting of all monitored and tested touch points / configuration objects.		Yes	Must	
j)	The Test Automation Software shall enable additional peripheral monitoring for SBCs and Verint.		Yes	Must	
18.	DWP will want to design and execute load and performance tests designed to ramp up at a specified CAPS up to 70 CAPS over DWP PSTN or via on premise call generator for a defined period.		Yes	Must	There are multiple methods of undertaking a performance test -70 CAPS is certainly possible on-premise and over the PSTN. However, when considering making high levels of concurrent calls with a high call rate over the PSTN, DWP must take into consideration the loops, hops, various telcos and switches the call traverses to get to the destination. Nectar has experience in undertaking performance testing up to 60,000 concurrent calls with up to 80 CAPS and is therefore well- placed to advise on what needs to be considered and carried out on the carrier, routing and termination end to allow for execution of a successful test, whether on-premise or cloud.
19.	The Test Automation Software shall be capable of executing load testing up to a volume of 1,000 calls on an ongoing basis either via DWP PSTN or on-premise call generator. All calls must originate from a UK tier 1 carrier.		Yes	Must	The Test Automation Software would allow DWP to undertake 1000 concurrent call test at any time during the life of the contract.
20.	The Test Automation Solution shall include the ability to		Yes	Must	The Test Automation Software would facilitate this

	execute load tests as detailed in requirement reference 18 and 19 above			
21.	With support from the Supplier, DWP may execute a load test of up to 45,000 calls throughout a test window of 8 hours and run multiple load test scenarios within that window such as Endurance, Avalanche, Ramped and Stress over PSTN with calls generated external to DWP (via the Supplier) with a retest on failure included. A detailed test completion report is required upon completion of each test. All calls must originate from a UK tier 1 carrier.	Yes	Must	Nectar do not charge for retests on genuine failure. Multiple runs are included as part of the 8hr test duration. The number of tests and type of tests will be arranged over workshops. The test requested can be supplied as a service. Nectar has extensive experience in performance testing with call volumes of up to 60,000 so the ceiling and types of tests is not out of the norm.
22.	With support from the Supplier, DWP may execute four (4) load tests of up to 5,000 calls at quarterly intervals each year with a test window of 8 hrs and run multiple load test scenarios within that window over PSTN with calls generated external to DWP (via the Supplier) with a retest on failure included. A detailed test completion report is required upon completion of each test. All calls must originate from a UK tier 1 carrier.	Yes	Should	Nectar do not charge for retests on genuine failure. Multiple runs are included as part of the 8hr test duration. The number of tests and type of tests will be arranged over workshops. The test requested can be supplied as a service. An example report output is attached: SAMPLE CLIENT REPORT.pdf
23.	The Supplier shall send email notification and summary report of results once a load test campaign is completed. Analytical documentation reports shall be provided within 3 days of test completion.	Yes	Should	Nectar will provide out of the box spreadsheet reports post-test over email on the same day of the test. This will provide you with call by call and summary results for quick analysis. Analytical documentation reports will be provided within 3 days of test completion
24.	The Test Automation Software shall be Accessibility compliant to WCAG2.1 AA standard or EN301549. Compliance to be achieved as a deliverable within Phase 1 of the "DWP-CXA DESIGN-DEPLOYMENT-SCOPE V1.9" DOCUMENT .	Yes	Must	
25.	The Supplier will provide training for the Test Automation Software.	Yes	Must	Given the stated requirements for the DWP to complete the installation and configuration, Nectar would form a Programme Team consisting of: Programme Manager, Technical Engineering Lead, CX Enablement Lead, Trainer. This team will be responsible for undertaking all activities alongside the DWP team to deploy, configure, integrate, test and enable the platform and the DWP team. It is critical that a training and enablement programme is completed (in the form of structured formal training sessions) and that on-going scheduled a best practice/knowledge transfer sessions occur during the initial 3 months. These will be scoped and agreed with DWP. It is also important to note that throughout the term of the contract Nectar would remain closely aligned to DWP to provide regular and ongoing support and enablement to ensure that best practice is followed, and guidance is provided. This is outside of the standard support and

				<p>maintenance that would be provided to resolve technical issues relating to the platform (should they arise)</p> <p>Please refer to Section 9 of the “DWP-CXA DESIGN-DEPLOYMENT-SCOPE V1.9” DOCUMENT where Training is defined in more detail</p>
26.	The Supplier shall provide technical support of the Test Automation Software.	Yes	Must	Please refer to “DWP-CXA Nectar-Operations-Support-Guide” document.
27.	The Supplier shall maintain their software to operate with the latest versions of software used by DWP needed to support the service.	Yes	Must	Please refer to “DWP-CXA Nectar-Operations-Support-Guide” document – DWP will be responsible for maintaining the software version under an N-1 policy.
28.	DWP requires monthly invoicing with breakdown to include licencing, call charges and supported call breakdown report, fixed fees and other charges. Can you meet this requirement?	Yes	Should	
29.	The Supplier shall enable DWP to utilise any future Functionality or Feature enhancements as included within a new release or incremental release of the Test Automation Software within the existing licence subscription.	Yes	Must	Please refer to the “DWP-CXA Nectar-Operations-Support-Guide” document section 6.

Implementation of the Test Automation Software

- The Test Automation Software shall be implemented in accordance with the “DWP, Nectar CXA Design-Deployment-Scope v1.10” document embedded below.



DWP, Nectar CXA
Design-Deployment-

Implementation Plan

- The Test Automation Software shall be implemented in accordance with the implementation plan “DWPPlan 2021-10-20 2100.MPP” document embedded below.



DWPPlan
2021-10-20 2100.mp

Support of the Test Automation Software

6. The Supplier shall provide support services in relation to the Test Automation Software in accordance with the “DWP, Nectar Operations Support Guide v1.0” document embedded below.



DWP Nectar
Operations Support G

Schedule 2: Call-Off Contract Charges

1. All Charges stated in this Schedule are exclusive of VAT. All Charges are not subject to indexation or other inflationary increase during the Term (including any Extension period).
2. The detailed Charges breakdown for the provision of Services during the Term shall be as set out in each individually governed Statement of Work. The Charges for Statement of Work 1 are set out in this Schedule.

3. Test Automation Software Licence Charges

- 3.1. Unit pricing for Test Automation Software licences is set out below. Total licence fees payable shall be calculated based on the sum of the unit price (Monthly Price per Port) multiplied by the quantity of ports required (initial volumes for SoW 1 set out below).

Ref	Subscription	Licence Metric	Monthly Price per Port	Initial Quantity for SoW 1	SoW 1 Monthly Licence Cost	Billing
3.1.1	On-premises Enterprise Subscription Licence (Load, Functional, Regression, Monitoring)	Per port				Monthly in advance
3.1.2	On-premises Enterprise Subscription Licence (Performance)	Per port				Monthly in advance
3.1.3	On-premises Enterprise Subscription Licence (Recorder Testing)	Per port				Monthly in advance

- 3.2. Licence subscription fees will become payable following completion of Implementation Milestone 1 (Completion of Phase 1 - Manual CX install & Config for Caller-to-IVR) and shall be adjusted as other milestones are completed in line with the following profile.

Ref	Milestone	Percentage of Monthly Licence Cost Payable	Equivalent Total Monthly Licence Cost for SoW1 based on Initial Quantity
3.2.1	Implementation Milestone 1 – Completion of Phase 1 - Manual CX install & Config for Caller-to-IVR		
3.2.2	Implementation Milestone 3 – Completion of Phase 3 – Deployment and Automation of CI/CD Pipeline		
3.2.2	Implementation Milestone - 5 – Completion of Phase 5 – Transition to Hybrid Non-prod & Staging Environments		

- 3.3. Once a corresponding implementation milestone has been successfully completed then the Supplier shall have the right to increase the licence subscription charges in line with the associated value stated.
- 3.4. The Buyer has the right to amend the quantity of subscription licences required upon providing the Supplier with 30 days' notice. Charges will be adjusted in line with the unit

pricing set out in section 3.1 to reflect the updated quantity of subscription licences required.

4. **SoW 1 – Implementation Services**

4.1. The following charges are applicable for the Test Automation Software implementation services as defined in Schedule 1.

Ref	Milestone	Value	Milestone Acceptance Criteria	Billing
4.1.1	Implementation Milestone 1 – Completion of Phase 1 - Manual CX install & Config for Caller-to-IVR	£162,786.00	All deliverables stated in section 9.1 of DWP, Nectar CXA Design-Deployment-Scope v1.10	Fixed price upon completion of deliverables
4.1.2	Implementation Milestone 2 – Completion of Phase 2 – Automation of CX Install & Config	£32,557.20	All deliverables stated in section 9.2 of DWP, Nectar CXA Design-Deployment-Scope v1.10	Fixed price upon completion of deliverables
4.1.3	Implementation Milestone 3 – Completion of Phase 3 – Deployment and Automation of CI/CD Pipeline	£32,557.20	All deliverables stated in section 9.3 of DWP, Nectar CXA Design-Deployment-Scope v1.10	Fixed price upon completion of deliverables
4.1.4	Implementation Milestone - 4 – Completion of Phase 4 – Automated AX install & Config for Caller-to-Agent	£32,557.20	All deliverables stated in section 9.4 of DWP, Nectar CXA Design-Deployment-Scope v1.10	Fixed price upon completion of deliverables
4.1.5	Implementation Milestone - 5 – Completion of Phase 5 – Transition to Hybrid Non-prod & Staging Environments	£10,852.40	All deliverables stated in section 9.5 of DWP, Nectar CXA Design-Deployment-Scope v1.10	Fixed price upon completion of deliverables

4.2. An Implementation Milestone will be considered complete once all associated deliverables have been achieved and a Milestone Acceptance Certificate has been approved by the Buyer. A Milestone Acceptance Certificate will be required in respect of each milestone for formal certification prior to invoicing.

5. **Hosted Automated Testing Services**

Unit pricing for hosted automated testing services is set out below. Hosted automated testing services are not in scope for SoW 1 and will be subject to inclusion in future SoWs as agreed by the Parties. Estimated quantities are for indicative purposes only and are not to be interpreted as a Buyer commitment to purchase. The Buyer reserves the right to change this profile as required. Total pricing for hosted automated testing services shall be calculated by multiplying the relevant cost per port as set out in the below table by the quantity of ports required for the test.

Ref	Service Description	Quantity (Ports)	Cost per Port	Indicative Estimated Quantity (Initial Term)	Total Indicative Estimated Cost	Billing
5.1	Hosted Express Ports: 0 - 5,000	0 - 5,000				Fixed price upon completion of deliverables
5.2	Hosted Express Ports: 5,001 - 10,000	5,001 - 10,000				Fixed price upon completion of deliverables

5.3	Hosted Express Ports: 10,001 - 20,000	10,001 - 20,000				Fixed price upon completion of deliverables
5.4	Hosted Express Ports: 20,001 - 30,000	20,001 - 30,000				Fixed price upon completion of deliverables
5.5	Hosted Express Ports: 30,001 - 45,000	30,001 - 45,000				Fixed price upon completion of deliverables
5.6	Professional services to support each test	N/A				Fixed price upon completion of deliverables

Each hosted test will incur associated professional services fees of £ as set out in 5.6 above.

Notice requirements

For a period of 12 months from the Commencement Date, for 10,001+ ports the Supplier will require 90 days' notice and receipt of Purchase Order 90 days prior to the planned-for/start date of each test. Subsequent 10,001+ port tests required after this initial 12 month period will require 150 days' notice and receipt of Purchase Order 150 days prior to the planned-for/start date of each test.

For 10,000 ports or fewer the Supplier will require 90 days' notice and receipt of Purchase Order 90 days prior to the planned for/start date of each test.

6. Integration of the Test Automation Software with Genesys

- 6.1. The Supplier shall integrate the Test Automation Software with Genesys Engage Cloud Private Edition such that all DWP 'Must' requirements as specified in requirement reference 9 (simulation of agent activity) within Section 3 of Schedule 1 are met by the solution. This integration shall be achieved as a deliverable within Scope Phase 4.
- 6.2. In the event that the Supplier is not able to deliver integration with Genesys Engage Cloud Private Edition such that the Test Automation Software meets all DWP 'Must' requirements as specified in requirement reference 9 within Section 3 of Schedule 1 as part of Scope Phase 4 then:
 - a) DWP shall have the right to terminate for cause in line with the terms of the Call-Off contract,
 - b) The Supplier shall, as far as is possible, continue to complete the remaining deliverables within Phase 4 and Phase 5,
 - c) The Supplier shall not have the right to invoice for the milestone payments for completion of Implementation Milestone 4 and Implementation Milestone 5,
 - d) The monthly software subscription charges invoiced shall be no greater than 80% of the value due.

7. Statements of Work

For each individual Statement of Work (SoW), the full requirements need to be outlined and agreed before work commences. The SoW will set out the required billing method, including all milestones and deliverables that require completion to enable the Supplier to invoice the Buyer.

8. Indicative Cost Profile

The below embedded cost profile provides an estimated view of the costs over the contract term. This indicative cost profile is for information purposes only and is not a commitment to spend.



Indicative Test
Automation Cost Prof

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 2 periods of up to 12 months each.
- 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 extend the contract beyond 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:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)

- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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' 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 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
 - 5.1.4 have entered into the Call-Off Contract relying on its 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 Subject to clause 24.1 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 the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. 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 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown 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:
 - 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 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:
 - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 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
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.
- ## 12. Protection of information
- 12.1 The Supplier must:
- 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
- 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.
- ## 13. Buyer data
- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6 buyer requirements in respect of AI ethical standards
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

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

14. Standards and quality

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

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

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 (and the Buyer of any Buyer Confidential Information breach). 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 is reasonable compensation and covers 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); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (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 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 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 extend the Term beyond 24 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 extension 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 the number of consecutive days set out in the Order Form, 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 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
- 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

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

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will 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.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract 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 Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement

This schedule is not used.

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

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

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

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970

- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

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

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

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

2.4 Equality policies and practices

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

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

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters

- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

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

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

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

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

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

2.5 Equality

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

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

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

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

Schedule 5: Guarantee

This schedule is not used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) 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 Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
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 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 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 (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	Default is 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 Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-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 RM1557.12 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 Section 2 (Services Offered) 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.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: <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
Intellectual Property Rights or IPR	Intellectual Property Rights are: <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	For the purposes of the IR35 rules an intermediary can be: <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 CCS'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, enforceable right within the meaning of Section 2 of the European Communities Act 1972, 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 (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 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 section 6 (What you report to CCS).
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 GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <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 high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

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 Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
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-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

Term	The term of this Call-Off Contract as set out in the Order Form.
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: GDPR Information

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

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: Dominic Hartley, data.protection@dwp.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are:
For BSL: Garth Hinkel, garth.hinkel@bslgroup.com
For Nectar: James Gerb, jgerb@nectarcorp.com
- 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.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<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"> • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller
Duration of the Processing	The duration of the Call-Off Contract
Nature and purposes of the Processing	<p>Supplier Processing</p> <p>The Supplier is not engaged to Process Buyer Personal Data, however, the Supplier may (i) have the ability to access Buyer Personal Data</p>

	<p>by virtue of visibility to Buyer systems and/or (ii) receive Buyer Personal Data by virtue of correspondence between the Parties. In respect of (i), all such Buyer Personal Data will remain within the Buyer estate and the Buyer will remain responsible for all data handling controls. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to Buyer systems, including role-based access controls and security standards. In respect of (ii), the nature of the Processing by the Supplier shall be limited to the storage and retrieval of Buyer Personal Data as is necessary for the Supplier to contact and communicate with the Buyer in order to properly perform this Call Off Contract.</p> <p>Buyer Processing The nature of the Processing by the Buyer shall be for the recording, storage and retrieval of Supplier Staff business contact details and images. The purpose of such Processing by the Buyer is in order to receive the Services under this Call Off Contract and will include such Processing as is required in accordance with Buyer standard practice in order to permit access to Buyer data, information technology systems and premises.</p>
Type of Personal Data	Name, business e-mail address, business telephone number, and staff image.
Categories of Data Subject	Any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Staff) for which the Buyer is the Controller Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Supplier is the Controller.
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	Erase or destroy appropriately.

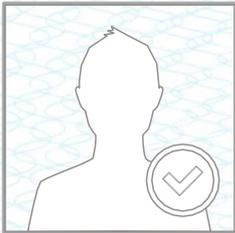
Annex 2: Joint Controller Agreement

This Annex is not used.

Signature Certificate

Document Ref.: GCQHR-BEVMO-TFYFN-YWBZA

Document signed by:

	Brett Morris Verified E-mail: brett.morris@bslgroup.com	
IP: 88.211.120.50 Date: 29 Oct 2021 09:38:57 UTC		

	Edward Foster Verified E-mail: edward.foster@dwp.gov.uk	
IP: 94.173.22.65 Date: 29 Oct 2021 10:24:14 UTC		

Document completed by all parties on:
29 Oct 2021 10:24:14 UTC

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