



Crown  
Commercial  
Service

## **Home Department (“Home Office”)**

**G-Cloud 13 Framework Agreement (RM1557.13) Call Off  
Contract Reference C22406:**

**Incident Recording System (“IRS”) Service Continuity**

**Supplier: Informed Solutions**

**Buyer: Police & Public Protection Technology  
(PPPT), Digital, Data and Technology (Law  
Enforcement) Corporate Enablers (Commercial  
Directorate)**

**19/05/2023**

**Version Final (v0.1)**

# Contents


<b>G-Cloud Framework Agreement (RM1557.13)</b> .....	1
Contents .....	2
<b>Part A: Order Form</b> .....	5
Principal contact details .....	7
Call-Off Contract term .....	8
Buyer contractual details .....	9
Supplier's information .....	12
Call-Off Contract charges and payment .....	13
Additional Buyer terms .....	15
1. Formation of contract .....	22
2. Background to the agreement .....	22
Customer Benefits .....	23
<b>Part B: Terms and conditions</b> .....	24
1. Call-Off Contract Start date and length .....	24
2. Incorporation of terms .....	24
3. Supply of services .....	25
4. Supplier staff .....	25
5. Due diligence .....	26
6. Business continuity and disaster recovery .....	27
7. Payment, VAT and Call-Off Contract charges .....	27
8. Recovery of sums due and right of set-off .....	28
9. Insurance .....	28
10. Confidentiality .....	29
11. Intellectual Property Rights .....	29
12. Protection of information .....	31
13. Buyer data .....	32
14. Standards and quality .....	33
15. Open source .....	34
16. Security .....	34
17. Guarantee .....	35
18. Ending the Call-Off Contract .....	35

19.	Consequences of suspension, ending and expiry .....	36
20.	Notices .....	37
21.	Exit plan .....	38
23.	Force majeure .....	39
22.	Handover to replacement supplier .....	39
24.	Liability .....	40
25.	Premises .....	40
26.	Equipment .....	41
27.	The Contracts (Rights of Third Parties) Act 1999.....	41
28.	Environmental requirements .....	41
29.	The Employment Regulations (TUPE) .....	42
30.	Additional G-Cloud services .....	43
31.	Collaboration .....	43
32.	Variation process.....	43
33.	Data Protection Legislation (GDPR) .....	44
	<b>Schedule 1: Services</b> .....	45
1.1	Governance & Process .....	45
1.2	Scope of the Services .....	45
1.3	Service Management & Support .....	45
1.4	Hosting & Support.....	45
1.6	Application Configuration & Development .....	46
1.7	Application Migration & Project Management Services .....	46
1.8	Exit Plan .....	46
	<b>Schedule 2: Call-Off Contract charges</b> .....	47
	<b>Schedule 3: Collaboration agreement</b> .....	48
	<b>Schedule 4: Alternative clauses</b> .....	49
1.	Introduction .....	49
2.	Clauses selected.....	49
	<b>Schedule 5: Guarantee</b> .....	54
	<b>Schedule 6: Glossary and interpretations</b> .....	55
	<b>Schedule 7: UK GDPR Information</b> .....	76
	<b>Annex 1: Processing Personal Data</b> .....	76
	<b>Annex 2: Joint Controller Agreement</b> .....	81
	<b>Schedule 8 – Requirements &amp; Service Level Agreement</b> .....	82

8.1	Service Level Agreement .....	82
8.2	Service Level Agreement .....	82
<b>Schedule 9 – Governance .....</b>		<b>83</b>
9.1	Contract Management .....	83
9.2	Service Review.....	83
9.3	SOW Governance .....	83

## 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.


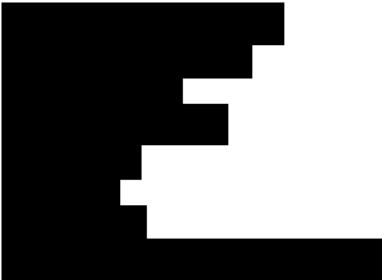
<b>Platform service ID number</b>	InformedRESPONSE Incident Management Service ID: 235086229859542  InformedSERVICE DevOps & Service Management ID: 368041230080592
<b>Call-Off Contract reference</b>	C24406
<b>Call-Off Contract title</b>	Incident Recording System – Service Continuity (“IRS”)
<b>Call-Off Contract description</b>	The provision of licencing, hosting, managed support, application configuration, DevOps support and implementation services, and infrastructure refining services as required, in relation to the Incident Recording System (IRS) within the Home Office.
<b>Start date</b>	01/08/2023
<b>Expiry date</b>	31/07/2024
<b>Call-Off Contract value</b>	
<b>Charging method</b>	Combination as detailed with Schedule 2 of this Call Off Contract
<b>Purchase order number</b>	To be confirmed upon countersignature of this Call off Contract

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

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

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

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

<b>From the Buyer</b>	<div>The Secretary of State for the Home Department “Home Office” </div>
<b>To the Supplier</b>	<div>Informed Solutions </div>
<b>Together the ‘Parties’</b>	

**Principal contact details**

**For the Buyer:**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

**For the Supplier:**

[Redacted]  
[Redacted]  
[Redacted]  
[Redacted]

## Call-Off Contract term

<b>Start date</b>	<p>This Call-Off Contract Starts on 01/08/2023 and is valid for up to 12 months initial term. The date and number of days or months is subject to clause 1.2 in Part B below.</p>
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for 4 period(s) of up to 12 months, by giving the Supplier 60 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 12 months are only permitted if the Supplier complies with any required and additional exit plan requirements in accordance with at clauses 21.3 to 21.8 and the Buyer Specific Obligations.</p> <p>If a Buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>



## Buyer contractual details

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

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"><li>• Lot 3: Cloud support</li></ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"><li>• Infrastructure Migration &amp; Support</li><li>• Service Management &amp; Support</li><li>• Hosting &amp; Support</li></ul>
<b>Additional Services</b>	<p>The Additional Services available to be implemented if required, in accordance with the process outlined in Schedule 2, are outlined below:</p> <ul style="list-style-type: none"><li>• IRS Data &amp; associated Software</li><li>• Application and DevOps Configuration &amp; Development</li><li>• Application Migration</li><li>• Project Management Services</li></ul>
<b>Location</b>	<p>The Services will be delivered to:</p> <ul style="list-style-type: none"><li>• 2 Marsham Street, London SW1P 4DF</li><li>• Any other central London Government locations and/or Supplier managed or specified locations within the M25 and/or</li><li>• Any other Supplier arranged locations as agreed with the Buyer</li></ul>
<b>Quality Standards</b>	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"><li>• The Supplier's relevant G Cloud Service Definition(s)</li><li>• Schedule 1: Services</li><li>• The Buyer's requirements</li></ul>
<b>Technical Standards:</b>	<p>The technical standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"><li>• The Supplier's relevant G Cloud Service Definition(s)</li><li>• Schedule 1: Services</li><li>• The Buyer's requirements</li></ul>


<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract shall be detailed, within <b>SOW001 IRS &amp; GPS Managed Service and SOW002 Hosting Managed Service</b> .
<b>Onboarding</b>	The onboarding plan for this Call-Off Contract is:  <b>NOT APPLICABLE</b>

<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is: <b>NOT APPLICABLE</b>
<b>Collaboration agreement</b>	The Buyer shall at its own discretion during the Term of the Call Off Contract require the Supplier to enter into a collaboration agreement for either the delivery of Services to the Buyer and to the support the transfer and Exit Planning. Such Collaboration agreement shall be implemented and managed in accordance with the Variation Procedure.
<b>Limit on Parties' liability</b>	<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 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Buyer's responsibilities</b>	The Buyer responsibilities required for this Call-Off Contract shall be detailed, where applicable, within the relevant SOW as commissioned under this Call Off Contract.
<b>Buyer's equipment</b>	The Buyer's equipment required for this Call-Off Contract shall be detailed, where applicable, within the relevant SOW as commissioned under this Call Off Contract.
<b>Force Majeure</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive Calendar Days.
<b>Audit</b>	The Framework Agreement audit provisions (clauses 7.4 – 7.13) shall be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.

## Supplier's information

<b>Subcontractors or partners</b>	<p>In addition to the following list of Subcontractors or Partners that the Supplier envisages to utilise throughout this Call-Off Contract, the Supplier reserves the right to engage other suitable Subcontractors or Partners in the delivery of service, provided the Buyer is notified of these in advance. The use of other Subcontractors or Partners required for this Call-Off Contract shall be detailed, where applicable, within the relevant SOW.</p>
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	<p>Redcentric Solutions Limited</p>  <p>Company Number: 08322856 Incorporated: 7<sup>th</sup> December 2012</p> <ul style="list-style-type: none"> <li>• Granicus Ltd (3 Wellbrook Court, Girton, Cambridge, CB3 0NA)</li> <li>• Pingdom Website Monitoring (<a href="http://www.pingdom.com">www.pingdom.com</a>)</li> <li>• Google Analytics (<a href="https://analytics.google.com/">https://analytics.google.com/</a>)</li> <li>• AWS – Cloud Hosting, Security Management and Backup Management</li> </ul>
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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.

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS.
<b>Payment profile</b>	The payment profile required for this Call-Off Contract shall be detailed within the relevant SOW as commissioned and agreed under this Call Off Contract.
<b>Invoice details</b>	The Supplier will issue electronic invoices as detailed within the relevant SOW. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

<b>Who and where to send invoices to</b>	Electronic Invoices will be sent to: [REDACTED]
<b>Invoice information required</b>	All invoices must include: The relevant PO numbers The Call-Off Contract Reference  The SOW Reference
<b>Invoice frequency</b>	Invoice will be sent to the Buyer as and when required as detailed within the relevant SOW.
<b>Call-Off Contract value</b>	The maximum total value of this Call-Off Contract is [REDACTED] Commitment to spend any value within this shall only be made via the countersignature of an SOW and is subject to Buyer internal governance and approvals.
<b>Call-Off Contract charges</b>	The breakdown of the Charges shall be detailed within the relevant SOW.

### Additional Buyer terms

<b>Performance of the Service</b>	Each SOW issued against this Contract shall include the implementation plan, exit plans and milestones or as required.
<b>Guarantee</b>	N/A

<b>Warranties, representations</b>	N/A
<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>The Parties shall use all best endeavours to jointly agree, within a maximum of three (3) calendar months from the date of signature of this Call-Off Contract, the approach to be applied to any ongoing licencing of Intellectual Property Rights beyond the Term of this Call Off Contract.</p> <p>Such agreement shall at all times unless agreed jointly by the Parties be consistent with and not conflict with the Intellectual Property Rights as set out in this Call-Off Contract.</p> <p>Such approach and agreement for licencing of Intellectual Property Rights shall be documented as a Schedule to this Call Off Contract and implemented via the Variation Procedure.</p> <p>Should the Parties not reach such agreement within the timescales as set out, then the Parties shall extend such timeframes as and where required, up to a maximum of twelve (12) calendar months from the Call-Off Contract Start date.</p>
<b>Alternative clauses</b>	<b>NOT APPLICABLE</b>
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>The Parties acknowledge that the Buyer is at the date of Signature of this Call Off Contract is procuring a new solution in accordance with the Public Contract Regulations (2015) and as amended, as such will result in a separate contract award. Therefore, the Parties acknowledge agreed that in regard to the Exit Plan and Termination Assistance the core requirement is:</p> <p>i) To provide and extract the Authority Data from the current Supplier's Solution in an agreed machine-readable format so that the Authority Data can be transferred to the Replacement Supplier, and</p>

- ii) Enable the decommissioning of the Services which includes but is not limited to the removal of the Authority Data from the current hosting environment and related systems.

The Supplier also agrees that it shall work in good faith and collaboratively with the Replacement Supplier to agree how the Authority Data is to be transferred. This shall also include the resource effort required to specify and agree the format and to physically transfer the Authority Data and decommission the current hosting environment. The Parties further agree therefore that the Charges associated with the delivery of Exit Plan and Termination Assistance (where required) will be charged on a Time and Materials basis according to the rates outlined in Schedule 2 of this Call-Off contract or unless the Supplier proposes a reduced rate. To support the above core requirement of the Buyer the Supplier shall undertake and provide the following:

#### **Exit Plan**

The Supplier shall deliver the Exit Plan in accordance with Clause 21 as set out below and any Buyer Specific obligations in relation to Exit and may be further set out in the SOW001 and SOW002.

21.9.1 The Supplier shall, within six (6) Months after the Commencement Date, deliver to the Buyer an Exit Plan which complies with the Exit Requirements a set out below to enable and not hinder the transfer and termination of Services to the Replacement Supplier. Such Exit Requirements for the avoidance of doubt include the data migration requirements to the reasonably satisfactory of the Buyer. In the absence of a Replacement Service provider the Exit plan will be limited to generic data handover options.

21.9.2 The Parties shall use reasonable endeavours to agree the contents of the Exit Plan. If the Parties are unable to agree the contents of the Exit Plan within twenty (20) Working Days of the latest date for its submission, then such Dispute shall be resolved in accordance with the G-Cloud 13 Managing Disputes and Mediation Procedures.

21.9.3 The Exit Plan shall set out as a minimum:

- a. a detailed description of both the transfer and cessation processes, including a timetable;
- b. how the Authority Data will transfer to the Replacement Supplier and/or the Buyer;
- c. proposals for the identification and return of all Buyer Assets in the possession of and/or control of the Supplier or any third-party;

	<p>d. proposals for the disposal of any redundant Deliverables and materials;</p> <p>e. how the Supplier will use reasonable endeavours to ensure that there is no disruption to or degradation of the Services during the Termination Assistance Period; and</p> <p>f. any other information or assistance reasonably required by the Buyer or a Replacement Supplier.</p> <p>g. The scope of the Exit plan includes all data services and all shared Cloud infrastructure and third-party agreements that support the Cloud services (i.e. Redcentric)</p> <p>h. Any activities beyond the documentation and maintenance of the Exit Plan and the basic scope as defined in that plan may be charged on a Time and Material Basis in accordance with rates as set out in Schedule 2 of this Call-Off contract or if the Supplier proposes a reduced rate.</p> <p>If and where required in order to support the transfer and cessation of Services and Exit Plan may also include:</p> <p>a. details of any contracts which will be available for transfer to the Buyer and/or the Replacement Supplier upon termination or expiry of this Contract together with any reasonable costs required to affect such transfer;</p> <p>b. proposals for providing the Buyer or a Replacement Supplier copy of all documentation relating to the use and operation of the IRS Services and required for their continued use;</p> <p>c. proposals for the assignment or novation of all services utilised by the Supplier in connection with the supply of the Services where applicable;</p> <p>21.9.4 The Supplier shall:</p> <ul style="list-style-type: none"> <li>• Maintain and update the Exit Plan (and risk management plan) no less frequently than: <ul style="list-style-type: none"> <li>○ every six (6) months throughout the Contract Period; and no later than twenty (20) Working Days after a request from the Buyer for an up-to-date copy of the Exit Plan;</li> <li>○ as soon as reasonably possible following a Termination Assistance Notice, and in any event no later than ten (10) Working Days after the date of the Termination Assistance Notice;</li> <li>○ as soon as reasonably possible following, and in any event no later than twenty (20) Working Days following, any material changes to the Services (including all changes under the Variation Procedure); and</li> <li>○ jointly review and verify the Exit Plan if required by the Buyer and promptly correct any identified failures.</li> </ul> </li> </ul> <p>21.9.5 Only if (by notification to the Supplier in writing) the Buyer agrees with a draft Exit Plan provided by the Supplier under</p>
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Paragraph 21.9.7 (as the context requires), shall that draft become the Exit Plan for this Contract.

21.9.6 A version of an Exit Plan agreed between the parties shall not be superseded by any draft submitted by the Supplier.

**Termination Assistance**

21.9.7 The Buyer shall be entitled to require the provision of Termination Assistance at any time during the Contract Period by giving written notice to the Supplier (a "Termination Assistance Notice") at least three (3) Months prior to the termination or expiry of this Call Off Contract or as soon as reasonably practicable (but in any event, not later than one (1) Month) following the service by either Party of a notice to terminate this Contract. The Termination Assistance Notice shall specify:

- I. the nature of the Termination Assistance required; and
- II. the start date and period during which it is anticipated that Termination Assistance will be required, which shall continue no longer than twelve (12) Months after the date that the Supplier ceases to provide the Services.

21.9.8 The Buyer shall have an option to extend the Termination Assistance Period beyond the Termination Assistance Notice period provided that such extension shall not extend for more than six (6) Months beyond the end of the initial Termination Assistance Period and provided that it shall notify the Supplier of such this extension no later than twenty (20) Working Days prior to the date on which the provision of Termination Assistance is otherwise due to expire. The Buyer shall have the right to terminate its requirement for Termination Assistance by serving not less than (20) Working Days' written notice upon the Supplier.

21.9.9 In the event that Termination Assistance is required by the Buyer but at the relevant time the parties are still agreeing an update to the Exit Plan, the Supplier will provide the Termination Assistance in good faith, and the original Exit Plan will apply in this instance (insofar as it still applies).

**Termination Assistance Period**

21.9.10 Throughout the Termination Assistance Period the Supplier shall:

	<ul style="list-style-type: none"> <li>a) continue to provide the Services (as applicable) and otherwise perform its obligations under this Contract and, if required by the Buyer, provide the Termination Assistance;</li> <li>b) provide to the Buyer and/or its Replacement Supplier any reasonable assistance and/or access requested by the Buyer and/or its Replacement Supplier including assistance to facilitate the orderly transfer of responsibility for and conduct of the Services to the Buyer and/or its Replacement Supplier;</li> <li>c) use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;</li> <li>d) provide the Services and the Termination Assistance at no detriment to the Service Levels, the provision of the management information or any other reports nor to any other of the Supplier's obligations under this Contract;</li> </ul> <p>21.9.11 If it is not possible for the Supplier to reallocate resources to provide such assistance as referred to in 21.9.10 (b) without additional costs to the Buyer, any additional costs incurred by the Supplier in providing such reasonable assistance shall be subject to the Variation Procedure.</p> <p>21.9.12 If the Supplier demonstrates to the Buyer's reasonable satisfaction that the provision of the Termination Assistance will have a material, unavoidable adverse effect on the Supplier's ability to meet one or more Service Levels, the Parties shall vary the relevant Service Levels accordingly.</p> <p>21.9.13 OBLIGATIONS WHEN THE CONTRACT IS TERMINATED</p> <ul style="list-style-type: none"> <li>a. The Supplier shall comply with all of its obligations contained in the Exit Plan.</li> </ul> <p>21.9.14 NO CHARGES</p> <p>21.9.15 Unless otherwise stated, the Buyer shall not be obliged to pay for costs incurred by the Supplier in relation to its compliance with the Exit Plan provisions</p> <p>21.9.16 Any activities beyond the documentation and maintenance of the Exit Plan and the basic scope as</p>
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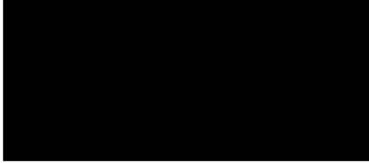
	defined in that plan may be charged at published SFIA rates.
<b>Personal Data and Data Subjects</b>	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: <b>Annex 1</b>
<b>Intellectual Property</b>	<p>Prior to the signature of this Call Off Contract the Parties acknowledge and agree the Buyer shall seek to undertake a competitive process in accordance with the Public Contract Regulations 2015 (and as amended) to secure the transition and delivery of a Replacement Service(s).</p> <p>The Supplier shall therefore inform the Buyer of any and all Intellectual Property Rights used in the delivery of the Services within 30 Working Days from signature of this Call Off Contract to ensure that the Replacement Service(s) does not give cause to or potentially seek to infringe any Intellectual Property Rights of the Supplier. The Parties shall then by the Variation Procedure address any conflicts and/or issues declared by the Supplier in order to prevent any impact on the Buyer securing the delivery of a Replacement Service.</p> <p>Any Project Specific IPR that may arise during the Term of this Call Off Contract that and require assignment and otherwise noting shall be documented in the Exit Plan.</p>
<b>Social Value</b>	To be delivered in accordance with the Terms of the G-cloud 13 Framework.

## 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 RM1557.13
- 2.2 The Buyer provided an Order Form for Services to the Supplier

Signed:	Supplier	Buyer
Name:		
Title:		
Signature:		
Date:	19/05/2023	19/05/2023

## **Customer Benefits**

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

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

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

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

### 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)

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

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract



5.1.4 have entered into the Call-Off Contract relying on their own due diligence

## 6. Business continuity and disaster recovery

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

## 7. Payment, VAT and Call-Off Contract charges

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

undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does, then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
  - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
  - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
  - 9.2.4 all agents and professional consultants involved in the Services hold employers' liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
  - 9.4.1 a broker's verification of insurance
  - 9.4.2 receipts for the insurance premium
  - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement, or this Call-Off Contract and the Supplier will:
  - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
  - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
  - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended, or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
  - 9.8.1 premiums, which it will pay promptly
  - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

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

## 11. Intellectual Property Rights

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

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

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

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

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

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

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

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

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

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

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

11.6.1 rights granted to the Buyer under this Call-Off Contract

#### 11.6.2 Supplier's performance of the Services

#### 11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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

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

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

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

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

<https://www.gov.uk/government/publications/government-securityclassifications>

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

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

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

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached, or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach, or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational, and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft, or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## 14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form, and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:  
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## 15. Open source

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

## 16. Security

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



- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.
17. Guarantee
- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5
- 17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee
18. Ending the Call-Off Contract
- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)

- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending

- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

## 21. Exit plan

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

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

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

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

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

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

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

21.6.2 there will be no adverse impact on service continuity

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

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

- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals, and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition.
- 21.9 Withing the scope of the Exit Plan Call Off Contract provisions above, the Supplier will also provide the Authority Exit Plan provisions as set out in Part A: Order Form within the Buyer Terms Section under the Buyer Specific amendments to/refinements of the Call Off Contract terms.
22. Force majeure
- 22.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.
23. Handover to replacement supplier
- 23.1 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.

## 24. Liability

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

## 25. Premises

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

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

## 26. Equipment

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

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

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

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

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits, and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.



29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause

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

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

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

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

### 32. Variation process

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

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

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

### 33. Data Protection Legislation (GDPR)

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

# Schedule 1: Services

## 1.1 Governance & Process

- All Services shall be delivered by the Supplier in line with their relevant G Cloud Offerings:
  - InformedRESPONSE  
Service ID: 235086229859542
  - InformedSERVICE  
Service ID: 368041230080592
- This Schedule outlines the high-level scope of work to be performed within this Contract.
- All Services and Additional Services shall be committed to and actioned by the issuing, approval, and subsequent countersignature of an SOW.
- All SOWs within this Contract, executed in accordance with Schedule 9 – Governance and countersigned, shall form an Annex to this Schedule, and outline as a minimum;
  - Commencement date and duration of the SOW
  - SOW reference
  - Charging methods to be applied within the SOW
  - Scope of the SOW
  - Deliverables and applicable milestones
  - Any applicable assumptions and dependencies
  - Charges breakdown, including a breakdown of total spend to date within this Contract

## 1.2 Scope of the Services

### 1.2.1 Infrastructure & Support

- The continued Infrastructure assessment for suitable AWS hosting instances.
- The continued review, design, and documentation of AWS infrastructure for the IRS application and associated software.
- The implementation, configuration, verification and assurance of AWS production, training, and staging infrastructure.
- Security and testing of AWS infrastructure.

## 1.3 Service Management & Support

- The provision of 2<sup>nd</sup> and 3<sup>rd</sup> line IRS Service Management Support to manage, register, monitor and resolve all Service Incidents and Service Requests which shall include, but not be limited to;
  - A call responding and handling service.
  - An email responding and handling service.
  - Call recording and end-to-end coordination.
  - Call qualification, categorisation, and prioritisation.
  - Management of resource and communications to support the Services.

## 1.4 Hosting & Support

- Provision of AWS infrastructure for the IRS application and associated software.
- Management and maintenance of AWS infrastructure, supporting technology and services provided within this Contract.
- Provision of infrastructure monitoring, support, and warranty.

## 1.5 Scope of the Additional Services

- 1.5.1 Software The provision of the IRS application and associated software licences, including but not limited to;
  - VMWARE
  - Security and Anti-Virus
  - Backup & Recovery

- Development & Configuration Management
- AchieveForms (AchieveForms is licensed to the Home Office and is being provided under the Home Office licence arrangements)
- The provision of the IRS application and associated software maintenance.

### **1.6 Application Configuration & Development**

- The provision of resource for the configuration and development of the IRS application and associated software.
- The provision of resource for the configuration and development of DevOps enhancements to the IRS application.

### **1.7 Application Migration & Project Management Services**

- The provision of resources for the data migration of the IRS application.
- The provision of Project Management services, as required, in relation to the IRS application and associated software.

### **1.8 Exit Plan**

- The provision of an Exit Plan to support the migration of the IRS data and any associated services to a new Supplier.
- The Exit plan requirements for this call off are set out in SOW001 and SOW002, Section 21 and in Part A Order Form: Additional Buyer terms.
- The provision of Termination Assistance to support the continuity of the existing service and cessation and transfer of services as part of the exit process.

## Schedule 2: Call-Off Contract charges

- For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract.
- This schedule outlines the Time & Materials and Volumetric Hosting charges applicable throughout the life of this Contract.
- Fixed price and other alternative charging mechanisms may be agreed and set between the Parties throughout the duration of this Contract, and executed via an SOW.

### Time and Materials

- Services to be provided within this Contract on a Time & Materials basis shall be charged in accordance with the below rate card, inclusive of travel and expense and exclusive of VAT, charged monthly in arrears;

Role Description	Strategy & Architecture	Business Change	Solution development & Implementation	Service Management	Procurement & Management support	Client Interface
Follow	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Assist	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Apply	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Enable	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Ensure/Advise	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Initiate/Influence	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Set Strategy/Inspire	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

### Volumetric Charges (Hosting)

- The applicable charges shall be detailed within the relevant SOW.

## **Schedule 3: Collaboration agreement**

**If and when required to be implemented and managed via the Variation Process**

## 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 15.1 (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 4.1.

- 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 makes) 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**  
**NOT APPLICABLE**

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>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</li> <li>created by the Party independently of this Call-Off Contract, or</li> </ul> <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>

Expression	Meaning
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.

<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	<p>Data, Personal Data, and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>

<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	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.

<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.



<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')

<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.

<b>ESI Reference Number</b>	The 14-digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<b>Exit Plan</b>	Means the Exit planning process and associated documentation and services provided by the Supplier as set out in Section 21 which will support the orderly transition and transfer of services to the Replacement Supplier to enable the Buyer to obtain the Replacement Services.
<b>Force Majeure</b>	<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"> <li>• acts, events, or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war, or armed conflict, acts of terrorism, nuclear, biological, or chemical warfare</li> <li>• acts of government, local government, or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force</li> </ul> <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> <li>• 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</li> </ul>
<b>Former Supplier</b>	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).

<b>Framework Agreement</b>	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
<b>Fraud</b>	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.

<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms, and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).

<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.

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

<b>Insolvency event</b>	<p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trademarks, 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</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>

<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <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>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, byelaw, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

<b>LED</b>	Law Enforcement Directive (EU)2016/680.
<b>Loss</b>	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 ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.



<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.

<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.

<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries' legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.

<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> </ul> <p>commit any offence:</p> <ol style="list-style-type: none"> <li>i. under the Bribery Act 2010</li> <li>ii. under legislation creating offences concerning Fraud</li> <li>iii. at common Law concerning Fraud</li> <li>iv. committing or attempting or conspiring to commit Fraud</li> </ol>

<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.

<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication, and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations apply.

<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services which the Buyer receives 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.
<b>Replacement Supplier</b>	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).
<b>Security Management Plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

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

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

<b>Supplier staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Termination Assistance</b>	The activities to be performed by the Supplier pursuant to the Exit Plan, and other assistance required by the Buyer pursuant to the Termination Assistance Notice.
<b>Termination Assistance Notice</b>	Has the meaning given to it within the Buyer Specific Obligations as set out above in 21.9.5 of the Additional Buyer Terms, Buyer specific amendments to/refinements of the Call-Off Contract terms.
<b>Termination Assistance Period</b>	The period specified in a Termination Assistance Notice for which the Supplier is required to provide the Termination Assistance as such period may be extended pursuant to Paragraph 21.9.11 of this G-Cloud 13 Call Off Contract.



<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: UK 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: David France
- 1.2 The contact details of the Supplier's Data Protection Officer are: Tom Weeks
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller, and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 4 (where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller, and the Supplier is the Processor of the Personal Data:</p> <p>As outlined in the "Type of Personal Data" and "Categories of Data Subject" section below.</p>
Duration of the Processing	The data will be retained for the Term of the Call-off Contract.

<p>Nature and purposes of the Processing</p>	<p><i>This includes collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction of data (whether or not by automated means).</i></p> <p><i>The purpose is to process information on behalf of the Home Office who collect and share the information to help them understand better the role and demand on the fire and rescue services and inform fire policy and future service provision.</i></p> <p><i>The processing shall consist of the recording, viewing and update of Personal Data by the Supplier for the purpose of designing, developing and supporting (on an on-going basis as agreed with the Buyer) the IRS System. The processing will take place on the Buyer's infrastructure, the Supplier's infrastructure, and the Supplier's appointed agent's infrastructure, and the Buyer confirms and warrants to the Supplier that the processing is necessary for compliance with a legal obligation to which the Buyer (the "Data Controller") is subject. In addition to the above, the Buyer authorises the Supplier to undertake the following processing of IRS data including Personal Data for the following purposes:</i></p> <ul style="list-style-type: none"> <li><i>• To design, develop, support, and enhance the IRS: This may include processing Personal Data for design and software development and support purposes, to investigate and resolve IRS faults, and to improve and enhance the IRS as requested by the Buyer.</i></li> <li><i>• To maintain the security of the IRS: This may include processing Personal Data to identify and investigate any security threats to the IRS, and to effect any corrective actions.</i></li> <li><i>• To provide Management Information (MI) to the Buyer: This may include collecting personal information such as IP addresses of users of the IRS, numbers of views of data etc, for the purposes of providing MI to the Buyer on the use of the IRS.</i></li> <li><i>• To support ad-hoc requests by the Buyer: This may include accessing Personal Data to respond to a request from the Buyer in relation to a query or other request for information.</i></li> </ul> <p><i>The data including any Personal Data will be stored on computers and associated electronic infrastructure maintained, operated and secured by the Buyer, the Buyer's appointed agents, the Supplier, and the Supplier's appointed agents. The Buyer and Supplier confirm that they have, and will maintain throughout the Term of the Call-off Contract appropriate security controls and protections as necessary to protect against unauthorised access to the Personal Data.</i></p> <p><i>The Buyer also agrees and authorises the Supplier to use the following third party suppliers (the Buyers appointed agents) to provide services required to deliver this Call-Off contract and operate the IRS as follows:</i></p> <ul style="list-style-type: none"> <li><i>• Redcentric (<a href="http://www.redcentricplc.com">www.redcentricplc.com</a>), for the purposes of hosting the IRS within the Redcentric AS UK Sovereign Managed Cloud on Amazon Web Services</i></li> <li><i>• Amazon Web Services (<a href="https://aws.amazon.com">https://aws.amazon.com</a>), for the purposes of hosting the IRS</i></li> </ul>
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	<ul style="list-style-type: none"> <li>• Pingdom Website Monitoring (<a href="https://www.pingdom.com">https://www.pingdom.com</a>), for the purposes of monitoring the continued availability of the IRS</li> <li>• Google Analytics (<a href="https://analytics.google.com/">https://analytics.google.com/</a>), for the purposes of providing MI regarding use of the IRS. The Supplier will only incorporate the use of Google Analytics in the IRS on the instruction of the Buyer decides to do so, and the Buyer agrees that Google will hold and process IP addresses of visitors to the IRS in order to provide the Supplier with analysis outputs concerning access to the IRS.</li> </ul>
Type of Personal Data	<p><i>This includes x-y co-ordinates and full address of all incidents attended by fire and rescue services, and name, address, sex age, and ethnicity of victims in those incidents (fatality, casualty, rescue).</i></p> <p><i>The x-y co-ordinates are deemed Personal Data as they could be matched to other datasets to identify individuals.</i></p>
Categories of Data Subject	<i>Victims of incidents attended by fire and rescue services (fatalities, casualties, and rescues).</i>
Protective Measures	<p><i>The Suppliers activities under this Call-off Contract will be undertaken in compliance with the Suppliers BSI ISO 27001:2013 certified Information Security Management System (ISMS), which controls and monitors the confidentiality, integrity, and availability of all aspects of the Suppliers business, including services and systems that the Supplier provides to its clients.</i></p> <p><i>The Supplier will maintain reasonable security controls to protect against unauthorised access to the Personal Data that will be used by the Supplier to perform services under this Call-off Contract held on the Supplier's appointed agent's systems.</i></p> <p><i>The Buyer will maintain reasonable security controls to protect against unauthorised access to the Personal Data that will be used by the Buyer to perform services under this Call-off Contract, or for any other purpose, held on the Buyer's systems.</i></p> <p><i>The IRS will be hosted within Amazon's AWS cloud hosting environment within UK Data Regions only for the purposes of activities undertaken by the Supplier under this Call-off Contract, and the Supplier confirms that it has entered into the agreement with Redcentric AS in Schedule 7 – Section 3 and with AWS in Schedule 7 – Section 1, and the Buyer confirms that these agreements are approved with regards to the Supplier's obligation on sub-contractors to protect Personal Data in accordance with this Call-off Contract.</i></p> <p><i>The Supplier and Supplier's appointed agent will also restrict access to the AWS cloud hosting environments that host the IRS to only those</i></p>

	<p><i>staff authorised to undertake activities required by this Call-off Contract, and ensure that any recovery activities involving Personal Data that need to be adopted in the event of an emergency or major service interruption/failure will be undertaken in-line with the Supplier's ISO27001:2013 accredited Business Continuity and Disaster Recovery Plan and ISMS.</i></p> <p><i>The Supplier confirms that, if instructed by the Buyer to incorporate the use of Google Analytics into the IRS, it will enter into the agreement with Google in Schedule 7 – Section 1 and the Buyer confirms that this agreement is approved with regards to the Supplier's obligation on sub-contractors to protect Personal Data in accordance with this Call-off Contract.</i></p> <p><i>The Supplier and the Supplier's appointed agent will configure availability and performance monitoring of the IRS using automated web site monitoring solutions, e.g. Pingdom, AWS CloudWatch monitoring service. The Supplier reserves the right to change monitoring providers from time to time but will notify the Buyer of any changes.</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS Requirement under Union or Member State Law to preserve that type of data.</p>	<p><i>The data will be retained for 2 years, and then destroyed securely.</i></p>

#### **Schedule 7 - Processing, Personal Data and Data Subjects – Section 1: AWS Data Processing Addendum**

The Supplier confirms that it has entered into the attached Data Processing Addendum with Amazon Web Services concerning the hosting of the IRS on AWS.

#### **Schedule 7 - Processing, Personal Data, and Data Subjects – Section 2: Google Analytics Data Processing Terms**

The Supplier confirms that, if instructed by the Buyer to incorporate the use of Google Analytics into the IRS, it will enter into the attached Data Processing Terms with Google concerning the use of Google Analytics to provide the Supplier and Buyer with analysis outputs concerning access to the IRS.

**Schedule 7 - Processing, Personal Data, and Data Subjects – Section 3: Redcentric Data Protection Provisions**

In the context of this Agreement, the Supplier acknowledges its role as data processor, and its Subcontractor's (Redcentric) role as sub-processor to the Supplier.

The Supplier confirms that it has entered into a Data Protection Agreement ("Global Reseller Master Services Agreement AS-19-0045" and "Order Number GBQ-00020428 For Services Governed by the Global Reseller Master Services Agreement AS-19-0045") with its Subcontractor (Redcentric), that sufficiently aligns to this Contract and enables the Supplier to perform its obligations as required.

## **Annex 2: Joint Controller Agreement**

**NOT APPLICABLE**

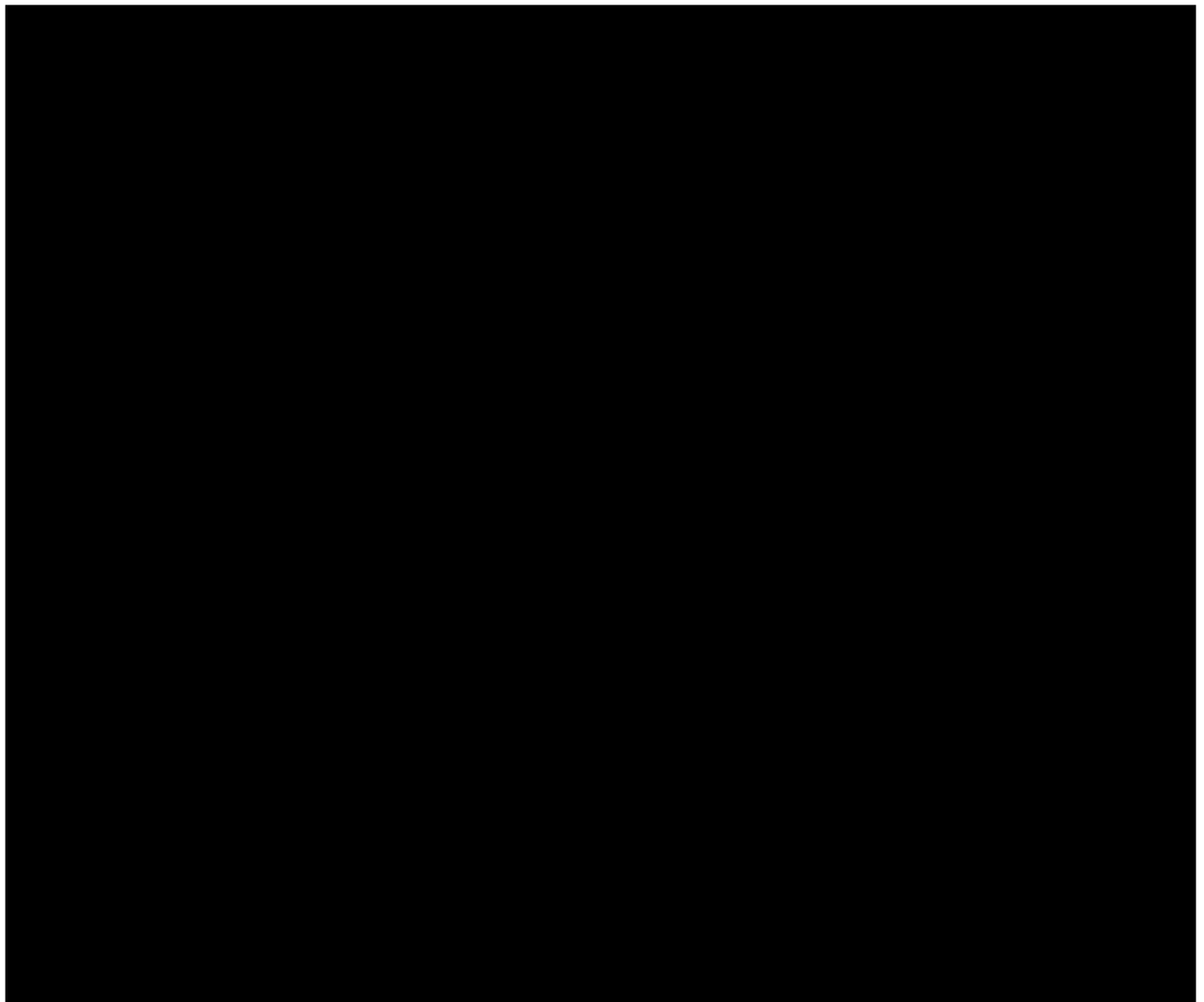
## **Schedule 8 – Requirements & Service Level Agreement**

### **8.1 Service Level Agreement**

- The Service Level Agreement applicable within this Contract shall be agreed between the Parties and executed via a SOW or CCN

### **8.2 Service Level Agreement**

- The embedded document below is for reference only and details the original requirements and Supplier response for the IRS application.



- The Parties acknowledge that the above requirements are subject to refinement throughout the life of the Contract.
- The Parties acknowledge that throughout the life of this Contract, further requirements shall be agreed, refined, and added by way of a variation and/or Change to the Contract.



## Schedule 9 – Governance

### 9.1 Contract Management

- Throughout the life of this Contract the Parties, including the Supplier's Sub-Contractor (Redcentric), shall attend a quarterly Contract Management meeting.
- Attendees of the monthly Contract Management meeting shall include, as a minimum:
  - The Buyer's Commercial Manager
  - The Buyer's Project Lead
  - The Supplier's Commercial Manager/Account Manager
  - The Supplier's Project Lead
  - Redcentric Project Lead/Service Manager (by invitation as required)
- Each Party shall ensure that attendees make all reasonable efforts to attend Contract Management meetings, and if any person is unable to attend, a properly briefed and prepared suitably empowered deputy shall stand in on their behalf.
- The Contract Management meeting shall be the forum responsible for:
  - Management and oversight of the performance and the delivery of the Services
  - Reporting and management of risks and issues in relation to the Services
  - Analysing and recording the impact of any proposed Contract Changes or SOWs
  - Approving Contract Changes or SOWs
  - Monitoring and controlling project plans
  - Monitoring and controlling project and Contract spend

### 9.2 Service Review

- Service Reviews will be undertaken to jointly review performance against the agreed SLA, discuss any exceptions and agree any improvements.
- Service Highlight reports will be provided for each Service Review; the specific format of the Highlight Report will be agreed between the Buyer and the Supplier and shall include, but not be limited to;
  - the overall 'health' of the service delivered based on Red/Amber/Green status;
  - performance against Service Levels for the last reporting period;
  - anticipated performance/progress against Service Levels for the forthcoming reporting period; and,
  - relevant Service Level risks, issues, dependencies, and assumptions.
- The frequency of Service Reviews and the specific format of the Highlight Report shall be agreed between the Parties and executed via an SOW or CCN.

### 9.3 SOW Governance

- This Contract outlines the high-level scope of work to be performed (Schedule 1 – Services).
- All Services and Additional Services to be performed within this Contract shall be detailed, committed to, and actioned by the issuing, approval, and subsequent countersignature of an SOW, which shall form an annex to Schedule 1.
- The Parties may raise an SOW at any time, within the duration and value constraints of this Contract.
- SOWs can run concurrently. In the event an SOW replaces elements of a Service that are provided within a live SOW, or an entire SOW, this will be clearly called out within the SOW itself, and no further action will be required.
- For a countersigned SOW to be valid:
  - The following process must apply;
    - A page turn session to review the SOW has been held, and all actions and comments have been considered and incorporated into an updated

SOW draft

- The final SOW has been approved by the Buyer Project Lead
  - The final SOW has been approved by the Buyer Finance Lead
  - The final SOW has been approved by the Buyer Commercial Lead
  - The final SOW has been countersigned by the Parties
- And it shall include, as a minimum;
- Commencement date and duration of the SOW, which should include a detailed and dated breakdown, if required, of any Services that are set to start within the SOW duration, including any Services that are being transferred from an existing SOW.
  - The relevant SOW reference.
  - Charging methods to be applied within the SOW, which should include a detailed breakdown against each of the applicable Services to be delivered.
  - Scope of the SOW, referenced back to the areas of scope as outlined in Schedule 1.
  - Deliverables and applicable milestones for all Services to be delivered within the duration, including acceptance or success criteria.
  - Any applicable assumptions and dependencies that apply throughout the duration of the SOW.
  - A breakdown of the Charges that apply within the SOW, including a comparison of spend to date within the Contract (across all live SOWs) and remaining value within the Contract itself.
  - A detailed requirements document, where applicable.
  - A Service Level Agreement, where applicable.

