



## G-Cloud 14 Call-Off Contract

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

### G-Cloud 14 Call-Off Contract

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## Part A: Order Form

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

<b>Platform service ID number</b>	617997262951726
<b>Call-Off Contract reference</b>	RM1557.14
<b>Call-Off Contract title</b>	Janes Bridging Year Enterprise Agreement: 2025 - 2026
<b>Call-Off Contract description</b>	Janes Military Technical Data for the Core (online and offline) Organizations of this Bridging Year Enterprise Agreement.
<b>Start date</b>	1 April 2025
<b>Expiry date</b>	31 March 2026
<b>Call-Off Contract value</b>	£5,250,000.00
<b>Charging method</b>	Single electronic invoice for full Contract value, on receipt of signed Call Off

	agreement and Purchase Order
<b>Purchase order number</b>	Will be provided via email

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

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

<b>From the Buyer</b>	<b>Commercial Contact:</b> REDACTED TEXT under FOIA Section 40  <b>Senior Responsible Owner:</b>  Title: UKStratCom-DI-JUIntCy-Head Name: REDACTED TEXT under FOIA Section 40  Email: REDACTED TEXT under FOIA Section 40
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<b>To the Supplier</b>	Jane's Group UK Limited  Commercial Contact: Joe Doherty 69 Park Lane, Croydon CR0 1JD, United Kingdom  Company number: 12199785
<b>Together the 'Parties'</b>	

### Principal contact details

**For the Buyer:****Commercial Officer:**

REDACTED TEXT under FOIA Section 40

**MoD SRO Contact:**

REDACTED TEXT under FOIA Section 40

**MoD Desk Officer Contact:**

REDACTED TEXT under FOIA Section 40

**For the Supplier:**

REDACTED TEXT under FOIA Section 40

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>1 April 2025</b> and is valid for <b>12 months</b> ending on <b>31 March 2026</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>[30]</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> <p><b><u>Effect of Term or Termination.</u></b> Unless otherwise provided in the Agreement, Buyer may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Buyer represents and warrants that upon any expiration or termination of this All Off Contract, as applicable, Buyer immediately will: (a) discontinue all use of Services associated with any expired or terminated Call Off Contract; (b) destroy any items relating to Services and data (including but not limited to data, Software, and Documentation) and purge any Services and Supplier data from all electronic media; and (c) upon request from Supplier, provide written certification to Supplier that Buyer has complied with this provision.</p>

	<p><b><u>Use of Work at End of Term or Termination.</u></b> Upon termination or expiry of this Agreement, subject to payment of the applicable Fees, and subject to Client's continued compliance with the Agreement; Janes, will confirm Client may continue to access Work created by Client.</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>8 weeks</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Subject to charges applicable for any increase/changes in the permitted Authorised Users, usage of Offline Services and Online Services, the price applicable for any extension year shall be based upon current pricing mechanism plus relative inflationary rates and will be negotiated as required before an extension period is agreed. The acceptance of any extension period will be via formal Contract amendment. Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

### 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 2: Cloud software</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>• <b>In accordance with Call-Off Contract terms, Supplier shall provide Services as detailed at Schedule 1</b></li> </ul>

	<b>Services.</b>
<b>Additional Services</b>	<b>N/A</b>
<b>Location</b>	The Services will be delivered to locations as detailed at Schedule 1 – Services.
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are as per Schedule 1 – Services and any extra Standards are <b>NOT APPLICABLE</b> .
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are as detailed on Schedule 1.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are NOT APPLICABLE.
<b>Onboarding</b>	The onboarding plan for this Call-Off Contract is NOT APPLICABLE.

<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is NOT APPLICABLE.
<b>Collaboration agreement</b>	NOT APPLICABLE

<b>Limit on Parties' liability</b>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed Total Charges payable by the Buyer to the Supplier per year. [Insert cap on any property related claims]</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed total value of the Charges payable by the Buyer to the Supplier during the Call- Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of total value of the of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
<b>Buyer's responsibilities</b>	<ol style="list-style-type: none"> <li>1. The Buyer is responsible for ensuring that each permitted Organisations' Authorised Users (as on Schedule 1) shall access the Services in compliance with terms and conditions as detailed on Schedule 8 Services Terms, that are included and made part of this Call Off Contract.</li> <li>2. Buyer shall ensure that the Services are only allocated to the permitted, 2,850 Authorised Users (500 online, 2,350 offline from the period 1<sup>st</sup> Apr 25 to 31<sup>st</sup> Mar 26) within the Ministry of Defence ("MoD") (as detailed on Schedule 1). Any sharing of the Offline Services or Online Services to users of the organisations other than MoD is prohibited</li> <li>3. The Buyer agrees and acknowledges that the additional Authorised Users for Online Services (from 250 Online users under Prior Contract ) permitted by the Seller, at no additional cost for this Contract Period only, reflects a demonstrated need, as usage data and denied access reports indicate significantly greater demand for Online Service access than permitted under the previous Contract Call Off under G Cloud 13 ("Prior Contract").</li> </ol>



	<p>4. Buyer understands and agrees that the Buyer will need explicit permission from the Supplier under the terms of separate contract call off to provide access to any of the Supplier Services to organisations other than MoD.</p> <p>5. Further Buyer agrees that, the content from Janes Offline Service provided by Supplier is ingested directly into defence classified networks at Official Sensitive, Secret, Mission Secret and Above Secret for users in Defence Intelligence (DI), Permanent Joint Headquarters (PJHQ), National Centre for Geo-spatial Intelligence (NCGI), Command, Control, Communications, Computers Intelligence, Surveillance and Reconnaissance (C4ISR) Toolset and the Joint Electronic Warfare Operational Support Centre (JEWOSC).</p> <p>6. Additionally, the Buyer acknowledges that, since 2018, in contrast to the intent of the Parties and terms of the agreement to determine actual users and usage of the Offline Services, as at the date of this Contract Call Off, no clarity has been received concerning user numbers nor usage to help confirm appropriate licensing model in relation to Janes proprietary data. Nonetheless, the Seller agrees and confirm that during the term of the Agreement, Seller remains committed to working collaboratively with the Buyer to address governance issues (including users and usage details) for Offline Services.</p> <p>7. Buyer agrees that during the Contract Term, the Buyer shall obtain details from MoD and permitted Organisations, of all Systems and environments where Supplier Offline Services data is ingested or stored for access and use and shall provide that information in an agreed reporting format to the Supplier monthly. Buyer shall also keep and maintain records of how many Authorised Users are both accessing Online Services and Offline Services.</p> <p>8. For clarity purposes, the Seller acknowledges and understands</p>
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	<p>that the Buyer's Authorised Users are permitted to download only [one] hard copy [copies] of any document from the Online Services or Offline Services, within their subscription, for solely for the internal use by the Authorised User at their place of work. The Buyer acknowledges (and shall ensure Authorised Users are notified) that copies of downloaded documents from Janes Online and Offline Services are not to be used to build up a hard copy reference collection or a repository of the Janes documents and not for sharing or use by anyone other than said Authorised User.</p> <p>9. Contract Management Plan: The Buyer will put in place a Contract Management Plan (CMP). Parties agree to utilize the CMP to proactively manage the Contract Call-off going forward. The CMP will contain the following Governance Framework and Standards:</p> <ul style="list-style-type: none"> <li>a. Buyer will hold monthly internal stakeholders (SH) meetings to review usage stats and better to understand their user community.</li> <li>b. Supplier will provide, by the 7<sup>th</sup> working day of the month, usage stats for review by SH at the monthly meeting.</li> <li>c. Supplier's Customer Success Manager will be invited to the monthly internal SH meetings to present usage stats and be available to answer questions.</li> <li>d. Buyer will add 'Usage Profiles' to the agenda for QBR meetings.</li> <li>e. Buyer and Supplier will ensure senior leadership/stakeholder agreed representation at QBR.</li> </ul> <p>10. Quarterly Business Reviews: During the term of the Contract Call Off, the Buyer will hold Quarterly Business Reviews (QBRs). The schedule of QBR meetings will be agreed between Supplier and Buyer and set out in the CMP. Buyer and Supplier will ensure senior leadership are represented at the QBR. SH from all permitted Organisations will be invited. The agenda will be agreed and circulated in advance but must cover; Quarterly Amalgamation of</p>
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	<p>Monthly Usage Date Reports, Usage Profiles, Value-adding Opportunities of the Agreement, Learning from Experience and Potential Improvements to future Agreements such as amendments to usage models to improve data suitability and value.</p> <p>11. REDACTED TEXT under FOIA Section 43</p> <p>12. If any organisation other than the permitted Organisations require to procure Janes Services or other services, then Parties in good faith will discuss on pricing and commercial elements of such contracting under this Contract Call Off.</p>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes <b>NOT APPLICABLE.</b></p>

### Supplier's information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners: NONE.</p>
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## Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown. <b>Payment method</b>	The payment method for this Call-Off Contract is annually, in advance via CP&F and Exostar, on receipt of Supplier Invoice after signed Call-Off Agreement.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is annually in advance.
<b>Invoice details</b>	The Supplier will issue an electronic invoice after signed agreement of this Call-Off. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. The invoice has been agreed to be submitted upon request of MoD to allow the requisite internal funding transfers to take place.
<b>Who and where to send invoices to</b>	Invoices will be sent electronically via CP&F.
<b>Invoice information required</b>	All invoices must include]. [NUMBER] , Janes Bridging Year Enterprise Agreement 25-26
<b>Invoice frequency</b>	Invoice will be sent to the Buyer annually. Contract : Invoice to be sent to Buyer via CP&F
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is <b><u>£5,250,000.00</u></b> (Sterling <u>Five Million Two Hundred and Five Thousand</u> ) <u>Excl VAT</u> .

<b>Call-Off Contract charges</b>	The breakdown of the Charges is NOT APPLICABLE.
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## Additional Buyer terms

<b>Performance of the Service</b>	N/A
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that</p> <p>Warranties:</p> <ol style="list-style-type: none"> <li>1. Any Services provided by Supplier under this Agreement is provided "AS IS" and "AS AVAILABLE" basis. Services(s) are compiled from materials furnished to or obtained by Supplier from outside sources.</li> <li>2. Buyer acknowledges that all information provided under this Agreement has not been prepared to meet any specific requirements of Buyer and therefore Buyer is responsible to ensure that all information (whether verbally or in writing) and/or Documentation provided under this Agreement meets Buyer's own individual requirements.</li> </ol> <p>Supplier does not warrant:</p> <ol style="list-style-type: none"> <li>1. the completeness or accuracy of any information (whether verbally or in writing) and/or Documentation provided under this Agreement;</li> <li>2. that Buyer's use of Services(s) will be uninterrupted or error-free; or</li> <li>3. that the results obtained will be successful or will satisfy Buyer's requirements.</li> </ol>

	<p><b><u>Disclaimer.</u></b></p> <p>Disclaimer. SUPPLIER AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE. . CUSTOMER ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S). REPORTS, INFORMATION, COMMENTS AND REMARKS PROVIDED AS PART OF THE CONSULTANCY SERVICES IS PROVIDED AS GENERAL MARKET COMMENTARY AND IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT SERVE AS INVESTMENT ADVICE, OFFICIAL ENDORSEMENT, OR ANY OTHER PROFESSIONAL ADVICE AND/OR SERVICE BY JANES IN ANY WAY, SHAPE OR FORM.</p>
<b>Supplemental requirements in addition to the Call-Off terms</b>	N/A
<b>Alternative clauses</b>	N/A

<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>Within the scope of the Call-Off Contract, the below DEFCON shall apply.</p> <p>In case of conflict between terms of DEFCONs and terms on Contract Call Off, terms of Contract Call off shall apply.</p> <table><tr><td>DEFCON 76</td><td>11/22</td><td>Contractors Personnel At Government Establishments</td></tr><tr><td>DEFCON 129J</td><td>18/11/16</td><td>The Use Of Electronic Business Delivery Form</td></tr><tr><td>DEFCON 503</td><td>06/22</td><td>Formal Amendments to Contracts</td></tr><tr><td>DEFCON 515</td><td>06/21</td><td>Bankruptcy and Insolvency</td></tr><tr><td>DEFCON 518</td><td>02/17</td><td>Transfer</td></tr><tr><td>DEFCON 530</td><td>12/14</td><td>Dispute Resolution (English Law)</td></tr><tr><td>DEFCON 532A</td><td>05/22</td><td>Protection Of Personal Data</td></tr><tr><td>DEFCON 566</td><td>10/20</td><td>Change of Control of Contractor</td></tr><tr><td>DEFCON 660</td><td>12/15</td><td>Official Sensitive Security Requirements</td></tr><tr><td>"Cyber"</td><td></td><td><p>The Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138 (Cyber Security for Defence Suppliers).</p><p>SAQ Reference: 398431131 Cyber Risk Profile: Very Low Compliance status: Met (CE)</p></td></tr></table>	DEFCON 76	11/22	Contractors Personnel At Government Establishments	DEFCON 129J	18/11/16	The Use Of Electronic Business Delivery Form	DEFCON 503	06/22	Formal Amendments to Contracts	DEFCON 515	06/21	Bankruptcy and Insolvency	DEFCON 518	02/17	Transfer	DEFCON 530	12/14	Dispute Resolution (English Law)	DEFCON 532A	05/22	Protection Of Personal Data	DEFCON 566	10/20	Change of Control of Contractor	DEFCON 660	12/15	Official Sensitive Security Requirements	"Cyber"		<p>The Cyber Risk Profile of the Contract is Very Low, as defined in Def Stan 05-138 (Cyber Security for Defence Suppliers).</p> <p>SAQ Reference: 398431131 Cyber Risk Profile: Very Low Compliance status: Met (CE)</p>
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<b>Personal Data and Data Subjects</b>	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used NOT APPLICABLE</p>																														

<b>Intellectual Property</b>	<ol style="list-style-type: none"> <li>1. Supplier and/or its third-party providers owns all Supplier Property. Supplier may use any suggestions/feedback from Buyer without any limitation and obligation to Buyer so long as such suggestions/feedback do not include Buyer Information.</li> <li>2. Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.</li> <li>3. Buyer agrees to take commercially reasonable actions on a day to day basis to assist Supplier in the protection of Supplier and Supplier' third-party providers' intellectual property.</li> <li>4. Except as specifically authorised in this Agreement, Buyer may not copy, distribute, publish, republish, scan, translate, transfer, sell, license, lease, give, permanently retain, decompile or disassemble, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Service or any portion thereof. Buyer may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.</li> </ol>
<b>Social Value</b>	N/A
<b>Performance Indicators</b>	NOT APPLICABLE

## 1. Formation of contract

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



1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

## 2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
<b>Title</b>	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
<b>Signature</b>	REDACTED TEXT under FOIA Section 40	REDACTED TEXT under FOIA Section 40
<b>Date</b>	[Enter date] 29/04/25	25 April 2025

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

### Buyer Benefits

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

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

## Part B: Terms and conditions

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

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

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

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

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

### 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 10. Force Majeure
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)

- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service

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 Subject to liability caps, 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

## 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 misappropriate any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

11.6 Subject to the limitations in [Clause 24], 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-security-classifications>

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

<https://www.npsa.gov.uk/sensitive-information-assets>

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

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:  
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-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 NOT APPLICABLE

## 16. Security

16.1 Supplier confirms that as Supplier has a security management process and information security process in place at the date of this Contract Call Off.

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 NOT APPLICABLE

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 – NOT APPLICABLE

## 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. No prepaid Charges will be refunded on such mid-term ending of the Call Off Contract.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

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

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

## 21. Exit plan

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

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

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

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

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

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the

Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

## 23. Force majeure

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

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

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

## 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and 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 is not a Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

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

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

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

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

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will cooperate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

29.6.1 its failure to comply with the provisions of this clause

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

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

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

## 30. Additional G-Cloud services

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

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



## 31. Collaboration

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

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

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

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

## 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this 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 using the template in Schedule 9. This includes any changes in the Supplier's supply chain.

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

## 33. Data Protection Legislation (GDPR)

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

## Schedule 1: Services

Definitions: Following definitions shall apply to this Schedule 1 and Call off Contract:

1. **“Authorised User(s)”** means employees of Customer (and/or Customer’s Affiliates, if and as applicable, who are authorised by Janes under the Agreement to access and use the Product and Licensed Data for the licensed purpose. Customer assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Product.
2. **“Organisations”** shall mean and refer to permitted front end Organisations of the Buyer’s that are listed hereunder, that are permitted to access and use Services under this Contract Call Off.
3. **“System of Records” OR “System”** shall mean and refer to those permitted system of records within Buyer’s permitted Organisation’s environment where Supplier offline data from Services are permitted to stored.
4. **“Databases”** shall mean and refer to those permitted database (as listed in Scope of Offline Services hereunder) that integrate copy of content from Supplier Offline Services.

The Supplier will provide below detailed Services to the Buyer under this

Contract Call Off: Services Details:

**From the 1<sup>st</sup> April 2025 – 31<sup>st</sup> March 2026**

REDACTED in line with security grading



## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

**Janes Military Technical Data - 1<sup>st</sup> April 2025 – 31<sup>st</sup> March 2026**

REDACTED TEXT under FOIA Section 43

For the Services detailed on this Call Off Contract, Schedule 1 the Buyer shall pay the Supplier the total amount of £5,250,000.00 (Excl. VAT).

## Schedule 3: Collaboration agreement - NOT APPLCABLE

## Schedule 4: Alternative clauses – NOT APPLCABLE

## Schedule 5: Guarentee – NOT APPLCABLE

## 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>
<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 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>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>Financial Metrics</b>	<p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> <li>• Dun and Bradstreet score of 50</li> <li>• Operating Profit Margin of 2%</li> <li>• Net Worth of 0</li> <li>• Quick Ratio of 0.7</li> </ul>
<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 Majeure at the time this Call-Off Contract was entered into</li> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to</li> </ul>

	<p>comply with its own business continuity and disaster recovery plans</p>
<b>Former Supplier</b>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>

<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> </ul>
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	<ul style="list-style-type: none"> <li>• a Supplier Trigger Event</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <ul style="list-style-type: none"> <li>• (c) 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>	<p>IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.</p>

<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
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<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, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <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>Performance Indicators</b>	The performance information required by the Buyer from the Supplier set out in the Order Form.
<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> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<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 applies.

<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<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 and Performance Indicators 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-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<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>Trigger Event</b>	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Variation Impact Assessment</b>	An assessment of the impact of a variation request by the Buyer completed in good faith, including: a) details of the impact of the proposed variation on the Deliverables and the Supplier's

	<p>ability to meet its other obligations under the Call-Off Contract;</p> <p>b) details of the cost of implementing the proposed variation;</p> <p>c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

Intentionally Blank

## Schedule 7: UK GDPR Information

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

### Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [ukstratcom-dpa@mod.gov.uk](mailto:ukstratcom-dpa@mod.gov.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer are: [Sheetal.shah@janes.com](mailto:Sheetal.shah@janes.com)
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller and Processor 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 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>All Personal Data provided under the Contract is expected to be Names and Email Addresses only.</p> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</i></p> <ul style="list-style-type: none"> <li>● <b><i>[Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</i></b></li> </ul>

	<i><b>[Guidance where multiple relationships have been identified above, please address the below rows in the table in respect of each relationship identified]</b></i>
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Agreement
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <p>i. Ensuring effective communication between the Supplier and CSS</p> <p>Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6</p>
Type of Personal Data	<p>Includes:</p> <p>i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement</p>
Categories of Data Subject	<p>Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement,</p> <p>Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement.</p> <p>Includes:</p>

	<p>CSS staff concerned with management of the Framework Agreement</p> <p>Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement</p> <p>Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement</p> <p>viii. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement</p>
International transfers and legal gateway	<i>Within EU.</i>
Plan for return and destruction of the data once the Processing is complete	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

## Annex 2 - Joint Controller Agreement -NOT APPLICABLE

Schedule 8 (Corporate Resolution Planning) -NOT  
APPLICABLE



## Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

Contract Details		
This variation is between:	<b>[insert name of Buyer] ("the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete as applicable: Buyer/Supplier]</b>	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
A Variation Impact Assessment shall be provided within:	<b>[insert number] days</b>	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert assessment of impact]</b>	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul>	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

1 This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer

2 Words and expressions in this Variation shall have the meanings given to them in the Contract.

3 The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

REDACTED TEXT under FOIA Section 40

Date

29/04/25

Name (in Capitals)

REDACTED TEXT under FOIA Section 40

Address

REDACTED TEXT under FOIA Section 40

# Schedule 10 – Services Terms

## Janes Terms & Conditions EMEA

The following standard terms and conditions will apply to the supply of goods and services by Jane's Group UK Limited or its Affiliates (together "*Janes*") whether sold on subscription (including SaaS) or by way of consultancy and by accessing or utilising the Product(s), Client accepts and agrees to be bound by these terms and conditions (to the exclusion of the Client's standard terms and conditions of purchase).

### 1. DEFINITIONS

1.1. "*Affiliate*" means any legal entity which controls, is controlled by, or is under common control of either Party (ownership of more than 50% of assets or stock with control over day-to-day operations).

1.2. "*Agreement*" means these terms and conditions and associated Order Form(s) and/or Statement(s) of Work (as applicable) and any annexure to such Order Form(s) and/or Statement(s) of Work.

1.3. "*Authorised User(s)*" means employees of Client and/or Client's Affiliates, as applicable, who are authorised by Client to use the Product for its licensed purpose. Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Product.

1.4. "*Client*" shall have the same definition given to it in the Order Form and/or Statement of Work (as applicable).

1.5. "*Client Information*" means any confidential or proprietary information or data provided by Client to Janes to enable Janes to perform its obligations under this Agreement.

1.6. "*Confidential Information*" means: (a) Janes Property; (b) Client Information; (c) the terms of this Agreement; and (d) any information that by its nature, Recipient knows or should know is confidential or proprietary, including Discloser business or technical information.

1.7. "*Documentation*" means the advice, assessments, analysis, data, documents, manuals, material, recommendations, studies and user guides (in electronic or physical written form) provided by Janes to Client for use with a Product.

1.8. "*Expenses*" means the reasonable and documented expenses incurred by Janes to provide Products to Client.

1.9. "*Fees*" means the money owed to Janes for Products or as specified in the Order Form and/or Statement of Work (as applicable). Fees are exclusive of Expenses and Taxes, such Expenses and Taxes will be charged separately to Client.

1.10. "*Internal Use*" means that Authorised Users may use the Product only for Client's internal business purposes. Except as otherwise specified on an Order Form and/or Statement of Work (as applicable), Products are not licensed for external use.

1.11. "*Janes Property*" means: (a) the business process, data management and analytics technologies of Janes, including without limitation; any algorithms, analyses, data, databases, Documentation, formats, forecasts, formulas, inventions, know-how, methodologies, platforms, processes, Software, tools, trade secrets, and Products, and (b) any and all derivative works, enhancements, or other modifications to any of those referenced in (a) above.

1.12. "*Order Form*" means the document, in electronic or physical written form, executed by both Parties describing the Subscription Product(s) being licensed, the license term, Fees, Expenses, and any special terms or conditions contained in Order Form and/or annexure to such Order Form.

1.13. "*Product(s)*" means all information, goods and services (including software as a service (SaaS)) provided by Janes and/or its third-party providers to Client under this Agreement including:

(a) information, goods and services provided on a subscription or one-off basis which may be accessed electronically or delivered/received in physical format ("*Subscription Products*");

(b) consultancy services in relation to advising on Client's products, commercial and competitive strategies which includes the training and development of Client ("*Consultancy Products*"); and/or

(c) books and magazines; and/or

(d) training

PROVIDED ALWAYS that Janes reserves the right to replace or modify, temporarily or permanently the Product(s) (or any part thereof) without prior notice to Client.

1.14. "*Software*" means the machine-readable code that is made available to Client by or on behalf of Janes for use in connection with Subscription Product(s), whether such code is executed on Authorised User computers, Client's servers, or Janes' servers.

1.15. “*Statement of Work*” means the document, in electronic or physical written form, executed by both Parties describing the Consultancy Products to be provided to Client by Janes. A Statement of Work will include the Fees, any deliverables to be provided to Client (for example, Documentation addressing a specific question or topic), any acceptance criteria, and any other applicable terms; if no acceptance criteria or other special terms are specified in a Statement of Work, the Consultancy Products described in that Statement of Work will be deemed accepted by both Parties upon commencement of the performance of such Statement of Work.

1.16. “*System*” means a third party database, software program, algorithm, graphical user interface (GUI), or other method that is not Software that enables an Authorised User to access, query, map, or otherwise electronically interact with information provided under this Agreement, whether via defined application protocol interfaces (APIs), macros, or otherwise.

1.17. “*User Subscription*” means the user subscriptions purchased by Client as indicated on the relevant Order Form(s) which entitle Authorised Users to access and use the Products under this Agreement.

1.18. “*Taxes*” means value-added, sales, use, import, or any taxes other than taxes assessed upon the income of Janes. Client must submit all applicable documentation to receive tax exempt status.

## 2. FEES, PAYMENT, DELIVERY AND TAXES.

2.1 Janes will invoice Client for all Fees and Expenses due under any Order Form and/or Statement of Work (as applicable). Client will pay Janes the Fees and Expenses in based on the terms in this Agreement and in the currency specified in the Order Form and/or Statement of Work (as applicable). Fees for Products are non-refundable. Client has no right of set-off.

2.2 If undisputed payment is not received when due Janes may:

- (a) accrue interest at the lesser of:
  - (i) five per cent (5%) above the European Central Bank Marginal lending facility rate per month; or
  - (ii) the highest rate permitted in law, and/or
- (b) discontinue the provision of Products to Client.

## 3. INTELLECTUAL PROPERTY.

3.1 Janes and/or its third-party providers owns all Janes Property, and Client owns all Client Information. Janes may use any suggestions/feedback from Client without any limitation and obligation to

Client so long as such suggestions/feedback do not include Client Information.

3.2 Neither Party will remove any copyright, trademark, or other proprietary notices of the other Party or any third party on any materials received from the other Party and each Party will reproduce all such notices on all copies of such materials.

3.3 Client agrees to take commercially reasonable actions on a day to day basis to assist Janes in the protection of Janes and Janes’ third-party providers’ intellectual property.

3.4 Except as specifically authorised in this Agreement, Client may not copy, distribute, publish, republish, scan, translate, transfer, sell, license, lease, give, permanently retain, decompile or disassemble, reverse engineer, or otherwise reproduce, disclose or make available to others, or create derivative works from the Product or any portion thereof. Client may make a reasonable number of copies of any Documentation, provided all such copies include all legends, copyright and other proprietary notices that appear on the original.

## 4. LICENSE GRANT BY CLIENT

4.1 Client grants to Janes, and Janes hereby accepts, the non-transferable worldwide right to copy, store, record, transmit, display, view, print or otherwise use Client Information to the extent necessary and/or incidental to the provision of the use of the Product to Client. Client acknowledges and agrees that Client Information and information regarding Client and Authorised Users that is provided to Janes and/or its third-party providers in connection with this Agreement may be (a) processed by Janes and/or its third-party providers to the extent necessary and/or incidental to the provision of the use of the Product to Client and (b) transferred outside of the country or any other jurisdiction where Client and Authorised Users are located in accordance with Annex A Personal Data Processing of the Contract Call Off

4.2 In addition, Client acknowledges and agrees that it is Client’s obligation to inform Authorised Users of the processing of Client Information and information regarding Client and Authorised Users pursuant to this Agreement and to ensure that such Authorised Users have given any necessary consent to such processing as required by all applicable data protection legislation. Client shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness and copyright of all Client Information and information regarding Client and Authorised Users. Client agrees that the license to the Client Information shall survive termination of this Agreement solely for the purpose of storing backup Client Information in accordance with the terms of this Agreement.

## 5. WARRANTIES.

### 5.1 Janes Products.

(a) Any Product provided by Janes under this Agreement is provided “AS IS”. Product(s) are compiled from materials furnished to or obtained by

Janes from outside sources.

(b) Client acknowledges that all information provided under this Agreement has not been prepared to meet any specific requirements of Client and therefore Client is responsible to ensure that all information (whether verbally or in writing) and/or Documentation provided under this Agreement meets Client's own individual requirements.

**5.2 Janes does not warrant:**

(a) the completeness or accuracy of any information (whether verbally or in writing) and/or Documentation provided under this Agreement;

(b) that Client's use of Product(s) will be uninterrupted or error-free and any business continuity and service levels shall be in accordance with section 5.1.4 hereunder; or

(c) that the results obtained will be successful or will satisfy Client's requirements.

**5.3 Business Continuity:**

Business Continuity Plan. Janes shall maintain plans for business continuity, disaster recovery, and backup capabilities and facilities designed to ensure the Jane's continued performance of its obligations under this Agreement, including, without limitation, loss of production, loss of systems, loss of equipment, failure of carriers and the failure of the Jane's equipment, computer systems or business systems ("Business Continuity Plan"). Such Business Continuity Plan shall include, but shall not be limited to, testing, accountability and corrective actions designed to be promptly implemented, if necessary. In addition, in the event that the Janes has knowledge of an incident materially affecting the integrity or availability of such Business Continuity Plan, then the Janes shall, as promptly as practicable, after the Janes becomes aware of such incident, notify the Customer in writing of such incident and provide the Customer with updates, as deemed appropriate by the Janes under the circumstances, with respect to the status of all related remediation efforts in connection with such incident. Janes represents that, as of the date of this Agreement, such Business Continuity Plan is active and functioning normally in all material respects.

**5.4 Service Availability**

(i) Service Availability. Jane's targeted minimum availability as measured by Janes (including any third-party performance and monitoring services) for Services shall be 99.00% ("Janes Service Availability") excluding Exclusions as detailed in Section hereunder.

(ii) **Exclusions**

Notwithstanding anything to the contrary, when determining Janes Service Availability, following shall be excluded: (i) any unavailability that is caused by factors outside of Janes reasonable control, including, without limitation, any Force Majeure Event, carrier related problems or issues, or Internet access or related problems, in each case solely to the extent that such problems or issues arise beyond the point in the network where the Janes maintains access and control);

(ii) any unavailability, suspensions or terminations that result from any actions or inactions of the Authority or any third party (other than the Janes's subcontractors); (iii) any unavailability that results from applications, equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment of the Janes's subcontractors or within the Supplier's direct control); or (iv) any unavailability, suspension or termination that arise from the Supplier's suspension or termination of Authority's right to use the Janes Services in accordance with the Agreement, (v) any unavailability due to scheduled maintenance or emergency maintenance ; or (vi) any unavailability due to problems or issues related to alpha, beta or not otherwise generally available Janes features or products or API updates (collectively, the "Exclusions").

**5.5 Disclaimer.** JANES AND ITS THIRD-PARTY PROVIDERS HEREBY DISCLAIM ALL EXPRESS OR IMPLIED WARRANTIES, CONDITIONS AND OTHER TERMS, WHETHER STATUTORY, ARISING FROM COURSE OF DEALING, OR OTHERWISE, INCLUDING WITHOUT LIMITATION TERMS AS TO QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. CLIENT ASSUMES ALL RISK IN USING THE RESULTS OF PRODUCT(S). REPORTS, INFORMATION, COMMENTS AND REMARKS PROVIDED AS PART OF THE CONSULTANCY PRODUCTS IS PROVIDED AS GENERAL MARKET COMMENTARY AND IS FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT SERVE AS INVESTMENT ADVICE, OFFICIAL ENDORSEMENT, OR ANY OTHER PROFESSIONAL ADVICE AND/OR SERVICE BY JANES IN ANY WAY, SHAPE OR FORM.

**6. AUTHORIZED USE OF THE PRODUCT**

**6.1 Creation of Works from the Product.** Client may create reports or presentations (collectively "Work") using information from the Product provided such Work is for Client's Internal Use only. Nothing in this Section 9.1 will operate so as to vest in Client any

proprietary rights in any Products or portions of Work in any way derived from Products.

**6.2            Amount of the Product in Works.** Client undertakes: (a) that the information from the Product used in the Work will be not be majority of Janes data and will be relevant to the nature of the Work created and will not be primarily a copy of the Product, and (b) not to create Work that uses a portion of the Product that could reasonably be considered substantial.

**6.3            Work not to be Commercialised.** Client must never use Work: a) to produce a commercial product or service, or b) directly for revenue generating purposes.

**6.4            Citing Janes in Work.** In Work, Client will represent Janes or its third party provider as the source of the Product information in the form similar to : “Includes content supplied by [NAME OF Janes COMPANY or its third party provider]; Copyright © [NAME OF Janes COMPANY or its third party provider], [publication year]. All rights reserved”.

**6.5            Use of Work at End of Term or Termination.** Upon termination or expiry of this Agreement, subject to payment of the applicable Fees, and subject to Client’s continued compliance with the Agreement; Janes, will confirm Client may continue to access Work created by Client.

**7.            AUDIT.**

**7.1** Upon reasonable notice by Janes to Client, and not more than once annually (unless prior violations have been discovered), during the term of this Agreement and one (1) year thereafter, Janes may require Client’s to confirm in writing that Services and use of Products) is in compliance with this Agreement.

**8.            CONFIDENTIAL INFORMATION.**

**8.1** Where either Party (“Discloser”) provides the other (“Recipient”) with Confidential Information, it shall be held in strict confidence and shall not be disclosed or used for any purpose other than as specifically authorised and/or provided in the Agreement without the prior written consent of the other. Confidential Information shall not include information:

(a) which is or becomes public knowledge other than by a breach of this Section 11.1 (b) that is required to be disclosed by any applicable law or by any recognised stock exchange, (c) that is obtained from a third party without restriction and without breach of an obligation under the Agreement and (d) information which can be shown to have been independently developed by the Parties by means other than through its access to the Confidential Information. Upon any expiration or termination of this Agreement or Order Form, Recipient promptly will return to Discloser or destroy all Discloser Confidential Information that it has in its possession or control related to the Agreement or Order Form as applicable.

**9.            INDEMNIFICATION.**

**9.1            By Janes.**

(a) Except as otherwise specifically set forth in this Agreement, Janes will indemnify, defend, and hold harmless Client for any damages (and related attorney’s fees) awarded by a court in favour of any third party alleging that Products infringe or misappropriate any third party intellectual property rights, including any patent, copyright, trademark, or trade secret, in the country(s) of Client’s locations as licensed under an Order Form (“Infringement Claim”).

(b) Janes will have no liability under this Section 12.1 for any Infringement Claim arising from: (a) failure to use Products in accordance with this Agreement, (b) the modification of a Product not specifically authorised in writing by Janes; (c) the combination of a Product with any third party software, equipment, or information not specified in the Documentation;

(d) the use of a version of a Product other than the then-current version, if the infringement would have been avoided by use of the then-current version; or (e) compliance with designs, plans, or specifications furnished by or on behalf of Client.

(c) If Products are held or are believed by Janes to infringe, Janes may choose, at its sole discretion and expense: (a) to modify the Products so that they are non-infringing; (b) to replace the Products with non-infringing Products that are functionally equivalent; (c) to obtain a license for Client to continue to use the Products; or if none of (a), (b), or (c) is commercially reasonable, then (d) to terminate the Order Form for the infringing Products and refund Fees paid for such infringing Product(s); in case of provision of subscription Products, prorated from the date of the Infringement Claim. This Section states the entire liability of Janes and Client’s sole and exclusive remedy for any infringement of third-party proprietary rights of any kind.

**9.2            By Client.** Client will indemnify, defend and hold harmless Janes for any damages (and related attorney’s fees) awarded by a court in favour of any third party alleging that Client Information used by Janes in accordance with the terms and conditions of the Agreement infringes or misappropriates any third party intellectual property rights including any patent, copyright, trademark, or trade secret. If Client Information is held or is reasonably believed by Janes to infringe, Janes will cease using such Client Information and will not be liable to Client for any breach or failure to perform under the Agreement for which Client Information was provided.

**9.3            Mutual Indemnification.** Each Party will indemnify, defend, and hold the other Party harmless from any claim, demands, liabilities, suits, or expenses of any kind for personal injury or damage to tangible property to the extent arising from its negligence or wilful misconduct on either Party’s premises.

**9.4            Indemnification Procedure.** The indemnification obligations of each Party under this Section 12, are contingent upon the indemnified Party

providing to the indemnifying Party: (a) prompt written notice of the alleged claim; (b) sole control of the defence or settlement of the alleged claim; and (c) reasonable cooperation and assistance, at the indemnifying Party's expense. If the indemnified Party chooses to be represented by counsel, it will be at the indemnified Party's sole cost and expense.

## **10. SECURITY MEASURES.**

**10.1** Janes reserves the right to employ security measures to monitor usage of the Products to ensure Client's compliance with the Agreement so long as these security measures are not prohibited by law. Any attempt to circumvent such access restrictions or Janes' security measures will be considered a material breach of this Agreement.

## **11. LIMITATION OF LIABILITY.**

**11.1** NEITHER JANES, ITS THIRD PARTY PROVIDERS, NOR THE CLIENT WILL BE LIABLE FOR ANY CONSEQUENTIAL, PUNITIVE, SPECIAL, OR OTHER INDIRECT DAMAGES SUFFERED BY THE OTHER PARTY, INCLUDING BUT NOT LIMITED TO: (a) ANY LOSS OF ACTUAL OR ANTICIPATED PROFITS, REVENUE, SAVINGS, OR BUSINESS; (b) LOSS OF DATA OR INFORMATION; (c) LOSS OF GOOD WILL, REPUTATION, OR SIMILAR LOSSES; OR (d) BUSINESS INTERRUPTIONS ARISING OUT OF OR RELATED TO THE AGREEMENT OR ANY USE OF OR INABILITY TO USE PRODUCTS, EVEN IF ADVISED IN ADVANCE OF THE POSSIBILITY OF ANY SUCH LOSSES OR DAMAGES.

**11.2** Except for each Party's indemnification obligations under Section(s) 12.1 or 12.2, the maximum liability of Janes, its third party providers, and/or the Client to the other Party for all claims under this Agreement, in warranty, contract, tort, or otherwise, will not exceed: in the case of Products, the Fees paid by Client in the prior 12 months for the defective Products that are the subject of the claim.

**11.3** The limitations of liability in this Section 14. will not apply to the liability of a Party for: (a) damages related to death or personal injury arising out of the gross negligence or wilful misconduct of the Party; (b) any damages or liability incurred as a result of fraud or fraudulent misrepresentation of the Party; (c) to claims or loss(es) based upon breaches by the Party of its license/authorised use or the other Party's intellectual property right.

## **12. TERM AND TERMINATION.**

**12.1** The term of this Agreement with respect to the supply of each applicable Product will be set forth in the applicable Order Form and/or Statement of Works.

**12.2** All information provided under this Agreement shall remain to be solely and exclusively owned by Janes and no ownership of Janes Property nor Products provided under this Agreement shall be conferred to Client under this Agreement. Any termination does not relieve either Party of any liability incurred prior to such termination, or for Client's payment for

unaffected Products. Upon the termination of this Agreement, or any Order Form; all Fees and Expenses owed by Client through the date of termination automatically and immediately become due and payable.

**12.3** **Effect of Term or Termination.** Unless otherwise provided in the Agreement, Client may not permanently retain Product, including: (a) in any file or on any hard drive, server or other form of memory; or (b) in any printed form. Client represents and warrants that upon any expiration or termination of this Agreement or an Order Form, as applicable, Client immediately will: (a) discontinue all use of Product(s) associated with any expired or terminated Order Forms; (b) destroy any items relating to Products (including but not limited to data, Software, and Documentation) and purge any Product data from all electronic media; and (c) upon request from Janes, provide written certification to Janes that Client has complied with this Section 15.3.

## **13. PHYSICAL DELIVERY.**

Products which are shipped physically shall be delivered within an estimated and reasonable timeframe. Janes shall not be liable for any delay in the delivery of Products that are shipped physically. Unless otherwise agreed by the Parties, packing and carriage charges are not included in the Fees for Products which are shipped physically and will be charged separately to Client.

## **14. Not used**

## **15. MISCELLANEOUS.**

**15.1** **Entire Agreement and Construction.** These terms and conditions together with the applicable Order Form(s) and/or Statement(s) of Work together with any annexure(s) to such to such Order Form(s) and/or Statement(s) of Work set forth the entire agreement between the Parties and supersedes any and all prior proposals, agreements or communications, written or verbal, of the Parties with respect to the subject matter of the Agreement. In the event of a conflict between any parts of this Agreement the order of priority for construction purposes shall be (i) the Order Form(s) and/or Statement of Work(s), (ii) annexure(s) to such Order Form(s) and/or Statement(s) of Work and (iii) these terms and conditions in the date order in which such documentation was created with the more recent documentation taking precedence over older documentation to the extent only of any conflict

**15.2** **Priority.** Nothing contained in any Client-issued purchase order, purchase order acknowledgement, or purchase order terms and conditions (including any online terms as part of the required procurement process) will modify or add any additional terms or conditions to this Agreement. Such document(s) is for Client's administrative purposes only, and shall not be binding on either Party, even if acknowledged, executed, or processed on request of Client.

**15.3** **Compliance.** If Client executes the applicable Order Form on behalf of itself and its Affiliate(s), then Client shall be responsible for ensuring

compliance with this Agreement by itself, Client's Affiliate(s), its Authorised Users, and the Authorised Users of Client's Affiliates.

**15.4 Force Majeure.** Janes shall have no liability to Client under this Agreement if Janes is prevented from or delayed in performing its obligations under this Agreement, or from carrying on its business, by acts, events, omissions or accidents beyond its reasonable control, including, without limitation, strikes, lock-outs or other industrial disputes (whether involving the workforce of Janes or any other party), failure of a utility service or transport or telecommunications network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or sub-contractors.

**15.5 Assignment and Delegation.** Except for an assignment to an Affiliate, Client may not assign the rights and obligations under the Agreement to any third party (whether directly or indirectly, by operation of law or otherwise) without the prior written consent of Janes, which consent will not be unreasonably conditioned, withheld, or delayed. Janes may subcontract any or all of its obligations under this Agreement to subcontractors of its choice. Client agrees that Janes' Affiliates are not deemed subcontractors for purposes of this Section 18. This Agreement is binding on the Parties, their successors, and assignees.

**15.6 Governing Law.** This Agreement and any non-contractual obligations in connect with this Agreement governed by, and shall be construed in accordance with, the laws of England and Wales. The courts of England and Wales have exclusive jurisdiction to hear and decide any suit, action or proceedings, and to settle any disputes, which may arise out of or in connection with this Agreement, and, for these purposes, each party irrevocably submits to the jurisdiction of the courts of England and Wales.

**15.7 Notices.** All notices required under this Agreement must be in writing and delivered by commercially established courier service, facsimile with written confirmation of delivery; email with written confirmation of delivery, or via certified mail, return receipt requested, to the addresses specified in the Order Form. Any legal notices must also be copied to "Attention: Janes Legal Department, General Counsel."

**15.8 Limitation Period.** Any cause of action arising under this Agreement shall be asserted within two (2) years of the date upon which such cause of action accrued, or the date upon which the complaining party should have reasonably discovered the existence of such cause of action, whichever is later. No failure or delay by either Party to exercise any right they may have operates as a waiver of their rights at any future time.

**15.9 Independent Contractors.** The Parties are independent contractors and nothing in this Agreement will be construed to create a partnership, joint venture or employment relationship between the Parties.

**15.10 Survival.** The terms and conditions of the Agreement (including

Sections 11, 12 and 13) will survive the expiration or other termination to the fullest extent necessary for their enforcement and for the realisation of the benefit thereof by the Party in whose favour they operate.

**15.11 Third Party Rights.** No term of the Agreement is intended to confer a benefit on or to be enforceable by, any person who is not a party to the Agreement.

**15.12 Publicity.** Janes may use Ministry of Defence name and logo in compiling a list of Janes' Clients. Any additional publicity concerning Client will require Client's prior consent.

**15.13 Execution.** Each person executing this Agreement on behalf of any entity hereby represents and warrants that he or she is duly authorised and has full authority to execute and deliver this Agreement. Each Party consents to the other Party's use of electronic signatures on this Agreement. Neither Party may object to the legal effect or enforceability, as a result of such electronic signature, which will be considered to be an original binding signature.

**Sections 19 to 23 (inclusive) shall apply to Subscription Products only**

**16. FEES FOR SUBSCRIPTION PRODUCTS**

**16.1** If automatic renewal is indicated on the Order Form and unless otherwise agreed in the Order Form, in each subsequent one- year term, the Fees shall be subject to Janes the then applicable rates.

**16.2** Delivery of Products is deemed to occur, and risk of loss passes upon the dispatch of the Product in physical form or when Janes provides access codes and/or login credentials ("*Access Credentials*") to Client that allow Client to access or to take immediate possession of Product.

**17. LICENSE GRANT BY JANES.**

All references to Authorised Users under this terms shall mean and refer to 2830 users as detailed on Contract Call Off.

**17.1** Janes grants to Client, and Client hereby accepts, a license that is limited, non-exclusive, non-transferable, non-sub-licensable, and revocable (solely to extent provided in Section 15 of the Agreement). Client may use the Subscription Products in the specified media and accompanying Documentation (if any), for its Internal Use only.

**17.2** The Order Form will specify information relevant to the license grant, including: (a) the license term, (b) whether such license is granted on a one-off or automatic renewal basis, (c) the number of Authorised Users, and (d) the Subscription Product(s) being licensed.

**17.3** Subscription Products are licensed on a per Authorised User, per



Client, and (if applicable) per System basis, as further specified in the Order Form. Any access of any information or any other Subscription Product, may only be directly by an Authorised User, or via an authorised System by an Authorised User. No access to Subscription Products, or than as part of a Work, may be provided to any non- Authorised User.

**17.4** Client undertakes that: (a) the maximum number of Authorised Users that it authorises to access and use the Products shall not exceed the number of User Subscriptions Client has purchased from time to time as indicated on the applicable Order Form(s); (b) Client shall not allow any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Product; and (c) Client assumes full liability and responsibility for the acts and omissions of its Authorised Users and will take all reasonable steps to ensure that no unauthorised persons shall have access to the Subscription Product.

**17.5** Where applicable, Janes will issue to Client Access Credentials to access the Subscription Products, which Client acknowledges is only for Client's and its Authorised Users' use and may not be shared with anyone else. Client is solely responsible for all use, authorised or unauthorised, of Subscription Products (including use by Authorised Users). Client must notify Janes immediately of any unauthorised use of Subscription Products and/or Access Credentials.

**18. CANCELLATION, EXPIRATION OR TERMINATION OF AN ORDER FORM**

**18.1** If automatic renewal for a Subscription Product is indicated on the Order Form, the term of Subscription Product(s) will automatically renew for an additional one-year period unless terminated as provided in Section 21.2 of this Agreement.

**18.2** Either Party may cancel an Order Form for Subscription Products if:

(a) the Party gives written notice to the other Party of its election to terminate at least 30 days before the end of the initial term (in the case of a Subscription Product being provided on a one-off basis) or the end of the renewal term of the Order Form (in the case of a Subscription Product being provided on a renewal basis);

(b) Client commits a breach of any material term or condition of this Agreement and does not cure such breach within 30 days of written notice; or

(c) Client's assets are transferred to an assignee for the benefit of creditors, to a receiver or to a trustee in bankruptcy, a proceeding is commenced by or against Client for relief under bankruptcy or similar laws and such proceeding is not dismissed within 60 days, or Client is adjudged bankrupt.

**18.3** In the event that Janes no longer has the necessary right from any third party to license or distribute a Subscription Product ("*Terminated Subscription Product*"), Janes may, at its sole discretion:

(a) source and obtain a similar or alternative license and/or distribution rights to replace such Terminated Subscription Product as soon as practicable;

(b) develop a similar or alternative Subscription Product to replace such Terminated Subscription Product as soon as practicable; or

(c) cancel and terminate the supply of such Terminated Subscription Product and provide a pro-rata refund to Client for the supply of such Terminated Subscription Product being cancelled and terminated.

**19. NOT USED**

**20. ENABLING SOFTWARE**

**20.1** If the Subscription Products licensed under this Agreement are provided along with any web tool, search engine or Software in order to access the Subscription Products ("*Enabling Software*"), Client agrees to use the Enabling Software only for purpose of accessing the Subscription Products and subject to the restrictions as set forth herein.

**20.2** Client shall not use any linking, deep-linking, framing or page-scraping technology, robots, spiders or other automatic devices, programs, algorithms or methodologies, or any similar or equivalent manual processes, to access, acquire, copy, distribute, display or monitor any portion of the Subscription Products or any content or information provided by Janes and/or its third-party providers to Client under this Agreement. The Client shall not in any way reproduce or circumvent the navigational structure or presentation of the Subscription Products or any content, to obtain or attempt to obtain any data, materials, documents or information through any means not purposely made available through the Subscription Products.

**20.3** Client shall not use the Subscription Products or any content or information provided by Janes and/or its third-party providers to Client under this Agreement to develop, support, create or provide pricing for any database or product that competes directly with the content or any other product or service offered by JANES (including Subscription Products) or would create a functional substitute for any such product or service offered by JANES (including Subscription Products).

**20.4** Client shall not attempt to and shall not decompile or disassemble, reverse engineer any data collection, sourcing, management, analytics, categorisation, or commercialisation or product development methodology and/or technologies: (a) accessible through the Subscription Products; or (b) owned by Janes and/or its third-party providers.



OFFICIAL

OFFICIAL-SENSITIVE COMMERCIAL