



## G-Cloud 13 Call-Off Contract

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

### **G-Cloud 13 Call-Off Contract**

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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>	554542615535769
<b>Call-Off Contract reference</b>	CQC I&D 062
<b>Call-Off Contract title</b>	Intranet Design & Delivery Partner
<b>Call-Off Contract description</b>	For the delivery of a new Intranet to include the following stage:  Discovery and Design Build Implementation Handover
<b>Start date</b>	1 May 2023
<b>Expiry date</b>	30 April 2024
<b>Call-Off Contract value</b>	£150,000 (exc VAT) £180,000.00 (inc VAT)
<b>Charging method</b>	Invoice – BACS
<b>Purchase order number</b>	Please see individual work package documents as a separate PO is raised against each work package documents.

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

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

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

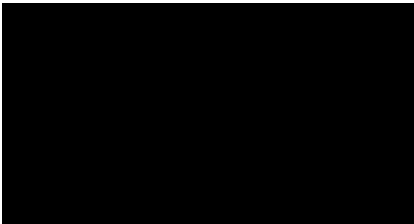
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

<b>From the Buyer</b>	Care Quality Commission  Buyer's Main Address:  Citygate Gallowgate Newcastle upon Tyne  NE1 4PA
<b>To the Supplier</b>	WM Reply Limited

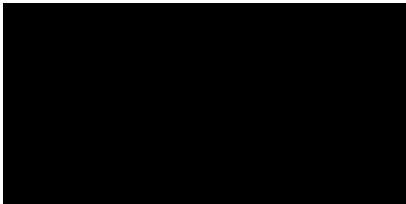
	38 Grosvenor Gardens,  London,  SW1W 0EBCompany number: 07466050
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:



### For the Supplier:



## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 13 March 2023 and is valid for 12.5 months with an option to extend for a further 12 months.
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier 3 months written notice before its expiry. The

	<p>extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>
<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 3: Cloud support</p>
<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> <p>Provision of services as follows but not limited to:</p> <ul style="list-style-type: none"> <li>Cloud Migration Planning</li> <li>Set Up and Migration</li> <li>Training</li> <li>Ongoing Support</li> </ul> <p>The Services shall be performed in accordance with the terms of each work package documents entered into between Supplier and the Buyer. Following the development and agreement of the requirements and principles which will be set out in the agreed and fully signed work package documents executed by the Parties, all subsequent Work Packages shall be created and agreed in accordance with these requirements and principles.</p>

	The Buyer's acceptance criteria for all Deliverables and Milestones shall be set out in the relevant work package documents.
<b>Additional Services</b>	Not Applicable
<b>Location</b>	<p>The Services will be delivered to:</p> <p>London Office – 2<sup>nd</sup> floor, 2 Redmond Place, London, E20 1JQ</p> <p>Leeds Office – 2<sup>nd</sup> floor West, Quarry House, Leeds, LS2 7UE</p> <p>Newcastle Office – Citygate, Gallowgate, Newcastle upon Tyne, NE1 4PA</p> <p>It may also be acceptable for suppliers to work off-site as agreed with CQC.</p>
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract and (How Services will be delivered) section of the Framework Agreement, and with Good Industry Practice.
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are provided by the Buyer in Schedule 1 Annex A.
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract shall be set out in the work package documents, if relevant.</p> <p>The Supplier shall in delivery of the Service comply with the key performance indicators which are referenced in Schedule 1.</p>
<b>Onboarding</b>	Delivery will be as per each work package document.
<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is:</p> <p>The Supplier is required to work together with the Buyer to agree the terms (including any reasonable costs) of</p>

	<p>orderly transition of the service from the Supplier to the Buyer and/or Replacement Supplier in the event of termination or expiry of this Call-Off Contract (if applicable).</p> <p>The Supplier will, within one month after contract signature, deliver to the Buyer an Exit Plan which sets out the Suppliers proposed methodology for achieving an orderly transition of Services from the Supplier to the Buyer and/or its Replacement Supplier of the expiry or termination of this Call-Off Contract.</p> <p>The Plan will comply with the requirements set out below;</p> <p>Within 30 days after the submission of the Exit Plan, the Parties will use their respective reasonable endeavours to agree the contents of the Exit Plan.</p> <p>The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> <li>• The management structure to be employed during both the transfer and cessation of the services.</li> </ul> <p>A detailed description of both the transfer and cessation process, including a timetable for transition of the Service to the Buyer and/or a Replacement Supplier.</p>
<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 100% of the total Call Off Contract value.</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 100% aggregate value of the contract over one year or</p>

	<p>125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of 100% aggregate value of the contract over one year or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> <li>• Public liability Insurance with a minimum limit of indemnity of £1,000,000 for each individual claim,</li> </ul>
<b>Buyer's responsibilities</b>	Where applicable, Buyer Responsibilities are as set out in Schedule 1.
<b>Buyer's equipment</b>	The Buyer will not supply Buyer's equipment to the Supplier for this Call-Off contract unless and in the event there is a specific requirement for this.

## 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.

## Supplier's information

<b>Subcontractors or partners</b>	No Applicable
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS.
<b>Payment profile</b>	<p>The Buyer agrees to pay the Supplier for the Services performed under this Call Off Contract on a fixed price basis, payable following achievement of the relevant Milestone or where the Buyer has agreed to pay the Supplier for Services performed on a time and materials basis in relation to a particular work package document then such payments shall be in line with the fee agreed in the relevant work package document, payable monthly in arrears, subject always to the maximum price cap as set out in the work package document.</p> <p>The parties acknowledge and agree that:</p> <p>i. The Buyer shall not be required to pay any amounts that exceed the price for Services agreed under a work package document;</p> <p>ii. Where the total price set out in a work package document is described as being 'estimate' or 'indicative' of the Charges, this shall be interpreted as the maximum amount that the Buyer shall be required to pay the Supplier for Services and/or time spent by the Core Team under relevant work package document; and</p> <p>A work package document and accompanying change request shall not be valid unless signed by [REDACTED] acting on behalf of the buyer and [REDACTED]</p>



	<p>██████████ acting on behalf of the Supplier.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices (as well as mail) monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
<b>Who and where to send invoices to</b>	<p>Invoices will be sent to:</p> <p>████████████████████</p> <p>and</p> <p>Care Quality Commission T70 Payables F175 PO Box 312 LEEDS LS11 1HP</p>
<b>Invoice information required</b>	<p>All invoices must include relevant Purchase Order number (allocated by the Commercial Team) and work package document WPD Reference (if applicable).</p> <p>Please note Invoices won't be accepted if they do not state the above address.</p>
<b>Invoice frequency</b>	<p>Invoice will be sent to the Buyer monthly or upon sign off of completed WPD (if shorter).</p>
<b>Call-Off Contract value</b>	<p>The total value of this Call-Off Contract is £150,000.00 exc VAT £180,000 inc VAT.</p>
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is as per each work package document raised. Rate card also included.</p>

## Additional Buyer terms

<b>Performance of the Service</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding, these are to be provided within 3 months of the date of signature.</p> <p>The performance of tasks to be completed will be contained within each individual work package document documenting the Deliverable description and associated acceptance criteria, workstream details and Milestone due date.</p>
<b>Guarantee</b>	<p>Not Applicable</p>

<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>The Supplier will use applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services; and</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Work Package Document Form; Subject to a support work package document being agreed and signed between the Parties, the Supplier undertakes to maintain any interface and interoperability between third-party software or Service and software or Service developed by the Supplier; and</p> <p>The Supplier warrants that is has full capacity and authority and all necessary authorisations, consents, licenses and permissions to perform the Call-Off Contract.</p>
<b>Supplemental requirements in addition to the Call-Off terms</b>	N/A
<b>Alternative clauses</b>	Not Applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>The parties agree with the following shall apply to the Call Off Contract:</p> <p>A new clause 11.9 shall be added, as follows:</p> <p><i>"The Supplier hereby irrevocable, unconditionally and absolutely assigns to the Buyer with full title guarantee all rights, interest and title in and to Intellectual Property Rights (including</i></p>

	<p><i>future copyright and design right) subsisting in relating the Deliverable and Project specific IPR (other than in request of any third-party IPRs and Supplier Background IPRs)."</i></p> <p>A new clause 11.10 shall be added, as follows:</p> <p><i>"The Supplier may also develop Implementation Code during the Term. The Buyer shall retain all right, title and interest in and to Intellectual Property Rights in Implementation Code together with all improvements, modification, and/or enhancements to any Implementation Code created by Supplier while the Supplier is performing work in the course of and specific to the Call Off Contract."</i></p> <p>A new clause 11.11 shall be added, as follows:</p> <p><i>"The Buyer hereby grants to the Supplier a royalty-free irrevocable, non-exclusive, right to copy, install, maintain, use, enhance and modify the Implementation Code to the extent necessary and/or desirable for the Supplier to be able to provide the Services and the Deliverable during the Term."</i></p> <p>A new clause 11.12 shall be added, as follows:</p> <p><i>"The Supplier shall procure that its Personnel, subcontractors and its subcontracts personnel shall unconditionally and irrevocably waive all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar or equivalent legislation anywhere in the world) in respect of the Deliverable. The Supplier shall provide copies of any waivers to the Buyer, on request."</i></p>
<b>Personal Data and Data Subjects</b>	Schedule 7 Annex 1
<b>Intellectual Property</b>	Not Applicable
<b>Social Value</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 clause 8.3 of the Framework Agreement.

## 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

**SIGNED** for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

**SIGNED** for and on behalf of **WM Reply Limited**

Authorised Signatory 1:

Authorised Signatory 2:

## Customer Benefits

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

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

## Part B: Terms and conditions

1. Call-Off Contract Start date and length
  - 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
  - 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
  - 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
  - 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.
2. Incorporation of terms
  - 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
    - 2.3 (Warranties and representations)
    - 4.1 to 4.6 (Liability)
    - 4.10 to 4.11 (IR35)
    - 10 (Force majeure)
    - 5.3 (Continuing rights)
    - 5.4 to 5.6 (Change of control)
    - 5.7 (Fraud)
    - 5.8 (Notice of fraud)
    - 7 (Transparency and Audit)
    - 8.3 (Order of precedence)
    - 11 (Relationship)
    - 14 (Entire agreement)
    - 15 (Law and jurisdiction)
    - 16 (Legislative change)
    - 17 (Bribery and corruption)
    - 18 (Freedom of Information Act)
    - 19 (Promoting tax compliance)
    - 20 (Official Secrets Act)
    - 21 (Transfer and subcontracting)
    - 23 (Complaints handling and resolution)
    - 24 (Conflicts of interest and ethical walls)
    - 25 (Publicity and branding)
    - 26 (Equality and diversity)
    - 28 (Data protection)
    - 31 (Severability)
    - 32 and 33 (Managing disputes and Mediation)

- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

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

### 4. Supplier staff

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



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

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

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

## 5. Due diligence

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

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

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

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

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

## 6. Business continuity and disaster recovery

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

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

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

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the

amount as a separate line item.

- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
  - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
  - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
  - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this
  - 9.4.1 a broker's verification of insurance
  - 9.4.2 receipts for the insurance premium
  - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement

or this Call-Off Contract and the Supplier will:

- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
- 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
  - 9.8.1 premiums, which it will pay promptly
  - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer.

## 10. Confidentiality

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

## 11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
  - 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
  - 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
  - 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
    - (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;

- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.6.1 rights granted to the Buyer under this Call-Off Contract
  - 11.6.2 Supplier's performance of the Services
  - 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - 11.7.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:
  - 11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
  - 11.8.2 other material provided by the Buyer necessary for the Services
- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## 12. Protection of information

- 12.1 The Supplier must:
  - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
  - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
  - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
  - 12.2.1 providing the Buyer with full details of the complaint or request
  - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
  - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
  - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

## 13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: <https://www.gov.uk/government/publications/government-securityclassifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 Buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.
14. Standards and quality
- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.
15. Open source
- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.
16. Security
- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

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

- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
  - 8 (Recovery of sums due and right of set-off)
  - 9 (Insurance)
  - 10 (Confidentiality)
  - 11 (Intellectual property rights)
  - 12 (Protection of information)
  - 13 (Buyer data)
  - 19 (Consequences of suspension, ending and expiry)
  - 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

## 20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
  - Deemed time of delivery: 9am on the first Working Day after sending
  - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which



should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
  - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
  - 21.6.2 there will be no adverse impact on service continuity
  - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
  - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## 22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
  - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
  - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

## 23. Force majeure

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

## 24. Liability

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

## 25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations

under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

## 26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

## 28. Environmental requirements

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

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

## 29. The Employment Regulations (TUPE)

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

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

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer  
The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
  - 29.5.1 its failure to comply with the provisions of this clause
  - 29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

## 30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

## 31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
  - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
  - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

## 32 Variation process

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

The Schedule 1 section contains the Intranet Design and Delivery Partner Statement of Requirements detail that was issued to the shortlisted suppliers in order to obtain the G Cloud clarification response.

### **CQC Clarification Document title – Statement of Requirements**

**For the Provision of Intranet Design & Delivery Partner under Crown Commercial Service Framework – G-Cloud (RM1557.13) Lot 3**

### **Background to the Requirements**

The Care Quality Commission (CQC) is the independent health regulator of health and social care in England. We are an Arm's Length Body of the Department of Health and Social Care (DHSC). We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care services to improve.

We monitor, inspect and regulate services. Then we publish what we find, including performance ratings, to help people choose care. Where we find poor care, we will use our powers to take action.

We are a geographically dispersed organisation of approximately 3000 colleagues. A significant number are home workers. We have offices in London Stratford, Newcastle, Leeds, Birmingham, Bristol, Nottingham, and Manchester, as well as satellite hubs. Most of those who are contractually office-based still work flexibly from home some of the time. Our operational colleagues in particular need to be able to access information quickly and easily on mobile devices while e.g. carrying out inspection activities so it is essential that we take a 'mobile first' approach to development.

Our existing intranet is based on SharePoint 2007 which has been out of support for several years. This known risk has been accepted by the business while we look to develop the site on a modern platform, a process that has taken longer than expected. The intranet remains our main internal communication tool. It is also a document repository for thousands of documents. The intranet predates the introduction of the Microsoft 365 suite at CQC so we will be looking to integrate with our wider knowledge and information strategy, linking directly from the intranet to documents in SharePoint.

The intranet is well used, despite its many shortcomings, and is still the main 'way in' to applications and information our colleagues rely on to do their jobs. Editor access is provided to local content owners who are responsible for specific pages or areas of the site. The Internal Engagement Team remains the point of contact for queries from editors and content owners and retains sole responsibility for publishing on the homepage.

CQC introduced M365 in 2019 as its enterprise suite for users across the organisation. User and business needs have significantly evolved over the last three years. There is a desire to include collaborative workspaces and enable a 'collaboration platform' and increase employee engagement. The new intranet will be built around user needs, making it easier for colleagues to carry out their roles.

With the development of a new intranet, we aim to create, manage and deliver an engaging, effective and exciting programme of internal communications and colleague engagement to support the delivery of our strategic goals, especially focusing on people, and establish the view of CQC as a great place to work.

We want CQC colleagues to have a shared understanding and connection of what we stand for, what we want to achieve and how they contribute. We are keen to retain the shared, central 'CQC-wide' news through the intranet homepage, managed by the Internal Engagement Team, while developing greater scope for personalisation and self-selection based on areas of work and individual interests. An improved, future-proof layout with flatter navigation based on user need, rather than organisational structure, and an improved, filtered search are essential components of a new site. We'd also like to utilise video across the site where appropriate, and integrate Yammer, which is used currently but not as widely, effectively, or accessibly as we would like.

Success would be providing a platform that fundamentally makes it easier for colleagues to do their job, to find the basic information and apps they need. A new CQC intranet will provide an outlet for two-way conversations for all users across all sites, providing a mechanism for users to share ideas and feedback in a shared space. It will reflect the diverse and dedicated workforce we have, reflecting the commitment to continuous improvement in support of our shared aims and values.

### 3 Requirement Overview

The CQC wishes to contract with a Supplier who will deliver Discovery and Design for our new Intranet within a 6-week period, followed by the delivery of Build and Implementation phases, timescales are to be determined. The final phase shall be a Handover with the Supplier transferring knowledge to CQC so that we are in a position to host and support the solution moving forward.

The table below outlines the minimum requirements of each of the phases set out above:

Table 1: Requirements

Reference	Requirements	Delivery timescales
REQ 1 – Discovery phase	Discovery & Design phase  As a minimum, the Supplier shall cover the following in the Discovery Phase: <ul style="list-style-type: none"><li>• Review of current intranet to inform future considerations</li></ul>	Week commencing 13 Feb to end March 2023

	<ul style="list-style-type: none"> <li>• Understanding CQC’s vision for our new intranet</li> <li>• Gathering organisational objectives and requirements, engaging teams across CQC through workshops for example to develop end user personas and to understand user needs</li> <li>• Intranet design consultation and build – look and feel as well as information architecture to include card sorting exercises with key stakeholders. To include High Level Designs/Low Level Designs, access control (SharePoint Permissions and M365 Groups), taxonomy and metadata. Viva Connections and the Viva Connection Dashboard.</li> <li>• Determine IT Infrastructure requirements (if any) and identify and understand any technical dependencies</li> <li>• Production of wire frames and prototype site for sense checking and design approvals</li> <li>• Develop scope, plan and costs for build and implementation phases</li> <li>• Support the CQC with developing collateral for the production of a</li> </ul>	
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	business case for the build and implementation phases	
REQ 2 – Build Phase	<p>Build phase</p> <p>A definitive set of requirements for the build phase will be determined following the conclusion of the discovery and design but is expected to cover the following:</p> <ul style="list-style-type: none"> <li>• Deliver the build phase with a blended team approach with CQC being led by supplier</li> <li>• Emphasis on configuration before bespoke customisation however some customisation may be required to achieve CQC goals</li> <li>• Strong focus on accessibility in line with WCAG (Web Content Accessibility Guidelines) standards. Future proofed with the ability to add additional accessibility functions moving forward</li> <li>• Existing people finder integration</li> <li>• The capability to integrate Active Directory / M365 Groups (desirable to adopt an M365 based People Directory)</li> <li>• Search configuration</li> <li>• Document management</li> <li>• Graphic design</li> </ul>	To be determined

	<ul style="list-style-type: none"> <li>• Enterprise social networking for feedback and two-way conversation and social features including comments, likes, @ mentions, sharing with notifications, subscription to content for similar</li> <li>• Built in automated workflows for content authoring and content publishing</li> <li>• Responsive design for all devices</li> <li>• Integration with Office 365 apps such as Yammer, Teams, etc.</li> <li>• Integration with Microsoft Teams (Use of MS Teams generated SharePoint sites to be considered) and the Home Communications site to be surfaced through Viva Connections.</li> <li>• Build Viva Connection Dashboards to surface user specific organisational content.</li> <li>• Future compatibility with other Microsoft Viva modules.</li> <li>• CQC branding and on-brand templates</li> <li>• Content governance</li> <li>• Homepage and global navigation for the digital workspace. Hub site menu of the main home should be able future proof- e.g., site rename.</li> </ul>	
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	<ul style="list-style-type: none"> <li>• News and internal communications</li> <li>• Video streaming (A central repositor with a YouTube like experience to accommodate Stream Classic replacement)</li> <li>• Analytics and reporting</li> <li>• Documenting the design and build</li> </ul>	
REQ 3 – Implementation phase	<p>Implementation and adoption phase</p> <p>A definitive set of requirements for the implementation phase will be determined following the conclusion of the discovery, design and build phases but is expected to cover the following:</p> <ul style="list-style-type: none"> <li>• Content migration</li> <li>• Rapid implementation including testing and training</li> <li>• Iterative deployments using prototypes where appropriate</li> <li>• Working with IT, Digital, and Communication and Engagement teams</li> <li>• Document implementation.</li> </ul>	To be determined
REQ 4 – Handover phase	<p>Handover phase</p> <ul style="list-style-type: none"> <li>• Supplier to provide training to CQC teams an alternative partner</li> <li>• Supplier to produce documentation relating to designs,</li> </ul>	July/August 2023 - April 2024 (includes call-off service wrapper)

	<p>implementation, and adoption</p> <ul style="list-style-type: none"> <li>• Codebase if any custom SPFx solutions are built</li> </ul> <p>Supplier to provide a service wrapper of ongoing technical support on a call-off basis (40 hours per quarter for the next financial year) to include:</p> <ul style="list-style-type: none"> <li>• Break/fix support and making adjustments for any customisations in SharePoint online.</li> <li>• Liaison with CQC Technology team and Internal Engagement team to monitor SharePoint Online functionality and assessing whether Microsoft changes mean that we need to adjust keep our Intranet running properly</li> <li>• Advising on how we could benefit from new features</li> <li>• Making changes and adjustments as we move through the early life of the new Intranet.</li> <li>• Major Incident Management.</li> </ul>	
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### **Additional requirements**

The Supplier should demonstrate where plugins can be used to aid rapid development such as Live Tiles and other add-ons however be clear as to how this impacts future maintenance and development of the intranet.

Supplier to propose an agile methodology which will allow for iterative development however based on an agreed up front design and set of associated principles e.g. accessibility. We will expect a genuine level of insight and expertise from our supplier in relation to accessibility.

We are committed to not just meeting accepted industry standards but to exceeding them wherever possible. We need a site that is demonstrably accessible for all our assistive technology users, including, but not limited to, JAWS and Dragon. This commitment to accessibility should be reflected both for 'end users' and those working in the 'back end' of the site as editors and content owners.

### **Supplier skills, experience, and capacity**

The supplier is required to provide an expert team that has the requisite experience and skills to deliver CQCs requirements. As a minimum, the supplier's resources will have the core skills and experience as outlined in Table 2.

Table 2: Supplier skills and experience

Reference	Skills and Experience
SE 1	Supplier must demonstrate in-house expertise in SharePoint Online intranet discovery, build and implementation in the context of the Microsoft 365 platform with strengths in UX and creative design. Supplier must have experience with implementations including Microsoft Viva. Supplier must use an onshore development team, active on UK time.
SE 2	Supplier must have relevant experience from the last 24 months of SharePoint Online intranet implementations in organisations of similar size and complexity to the CQC.
SE 3	Supplier must demonstrate it has the capacity to deliver within CQCs timescales.
SE 4	Supplier must be a Fast Track Ready Partner in Cloud Productivity and Collaboration and Content.

### **Cultural fit**

The supplier is required to demonstrate how, in delivering the requirements it can provide a good cultural fit with CQC. Table 3 sets out the minimum requirements for cultural fit.

Table 3: Cultural fit

Reference	Cultural Fit
CF 1	The Supplier can demonstrate that their teams can:

	<ul style="list-style-type: none"> <li>• Work with different disciplines from the CQC team including Communications, Digital and IT</li> <li>• Work as one team with the CQC</li> <li>• Work in an open and transparent manner</li> <li>• Bring a culture of sharing and being supportive</li> <li>• Align to the CQC's strategic objectives</li> <li>• Support and enable in-house teams, engage with staff, and help create an environment of knowledge sharing</li> </ul>
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## Deliverables

The deliverables required of the Discovery & Design Phase are set out in table 4 below. Deliverables for future work (under REQs 2-4) will be agreed following the conclusion of Discovery & Design and will be subject to subsequent statements of work.

Table 4: Required Deliverables

Reference	Deliverables
DEL 1	<p>Deliverables from Discovery &amp; Design to be documented:</p> <ul style="list-style-type: none"> <li>• User needs</li> <li>• Business needs</li> <li>• Plan for remaining phases</li> <li>• Costs for remaining phases</li> <li>• Intranet design documents based on user and business needs including wire frames and working prototype</li> </ul> <p>Documented impact assessment</p>

## Blended Team

CQC will provide the following roles to work with the Suppliers Team:

- Intranet Delivery Manager (product owner and business lead - Full-time. Main contact for day-to-day work throughout the project.

Additional support from the Internal Engagement Team will be available via Intranet Delivery Manager including:

- Internal Engagement Manager (Intranet & Channels)
- Intranet Engagement Officer
- M365 Technology Lead (via partner or dedicated team member)

## 4 Implementation timescales

CQC envisages having this contract awarded and mobilised by February 2023.

## 5 Security requirements

Any references to the Delivery Partner must be taken to include any sub-contractor or processor engaged to work on behalf of the delivery partner. The delivery partner must ensure that robust arrangements are in place to ensure that any sub-contractor or processor engaged to carry out work on their behalf can and does comply with these security requirements.

**Security Checks & Accreditation** - Validation of security checks are required to be completed for all of the Intranet Delivery Partner programme employees. The appointed Delivery Partner must be an ISO27001 and Cyber Essentials accredited organisation and shall also be demonstrably capable of holding data up to and including OFFICIAL SENSITIVE. The partner will need to adhere to relevant legislation and associated standards e.g., ISO27001, GDPR (General Data Protection Regulation), etc. to be further detailed at the next stage of procurement. Our requirement is that the partner has on-shore capabilities to undertake the work within the UK, but if any off-shore processing is to take place this should occur only in EEA countries or in countries recognised by the European Commission as providing adequate protection and with the explicit written agreement of CQC.

**Data Transfer** - All data should ideally be processed and stored within a data centre based within the United Kingdom. Any CQC data transferred outside of partner organisation shall be transferred using secure file transfer (SFTP or similar) and shall only occur with the explicit written agreement of CQC. No data shall be transferred outside the EEA.

**Processing Personal Information** – Supplier must provide evidence that they have completed a data security and protection toolkit (DSPT) for processing personal information as part of this work.

## 6 Contract Management

Upon contract award. CQC will:

- Appoint a Contract Manager to oversee the performance and liaise with / report to the appointed supplier contract manager on all matters relating to the contract;
- Appoint a project lead to work and liaise with / report to the account manager on all day-to-day activities relating to the contract;
- Provide clear briefs to the appointed supplier on requests in a timely manner;
- Pay accurate and valid invoices in a timely manner; and
- Hold performance reviews and contract management meetings on a regular basis as agreed with the appointed Supplier.

In parallel to the above, the appointed supplier will be required to:

- Appoint a Contract Manager (or equivalent) to oversee the performance and liaise with / report to CQC's Contract Manager;
- Appoint a dedicated Project Manager, to act as key point of contact, to work and liaise with / report to CQC's Delivery Lead on all day-to-day activities relating to the contract.
- Attend any project meetings and problem-solving sessions regularly as agreed and required by CQC's Contract Manager / Project Lead.
- Provide regular updates / progress reports of delivery (the format and frequency of reporting will be agreed at the outset of the contract between the appointed supplier and CQC, but it should cover overall progress against all project deliverables, risks to plan and mitigating actions, issues and escalations and project budget tracking); and

- Provide monthly in arrears accurate and timely invoicing upon satisfactory delivery of required output.

If appointed as an Intranet Design & Delivery Partner, the supplier also will be required to:

- Meet all the project requirements of CQC as detailed in the clarification response;
- Perform quality assurance on all aspects of the programme to meet agreed service levels.
- Ensure that there is sufficient personnel and other resources to deliver the work packages on time to the quality standards required and to budget;
- Identify opportunities for continuous improvement to the quality and efficiency of the delivery of the service.

Key Performance Indicators (KPI's), a clear set of KPIs will be developed along with a detailed outline of required works, with agreed deadlines and quality standards to enable clear and robust management of the awarded contract.

The Intranet Design & Delivery Partner will be expected to attend a post contract review to consider whether the objectives of the contract were met; to review the benefits achieved; and to identify any lessons learnt for future developments of the project and training sessions for users for knowledge transfer.

## **7 Award of Contract & Duration**

In the event that CQC appoints a supplier as our Intranet Design and Delivery Partner and award a contract, the initial contract term is anticipated to be a period of 14 months. It is envisaged that beyond the initial Discovery Phase subsequent phases will have work packages (in the form of Statements of Works (SOWs) or similar) be issued against this Contract to call off requirements, which will include outputs and deliverables for each instance.

A Change Control Notice will be created if any changes to outputs and deliverables are required. This will be agreed by both parties and facilitated by CQC Commercial Team.

In addition, the contract is to include an option for extension by a further 1 x 12-month period, giving an anticipated maximum term of 26 months (14 months initial term + 12 months optional extension term).

Please note that the appointed Intranet Design & Delivery Partner must provide a robust exit plan prior to the CQC placing any order or SOW under this contract. The exit plan is required to contain details for offboarding including plans for the transfer of knowledge, skills, and any appropriate material from this activity back to CQC or a new supplier during and at the end of the contract. The exit plan should also cover the arrangements for the transfer and/or deletion of data as appropriate.

## **8 Contract cost Envelope**

The anticipated cost envelope for the full contract term (14 months) is up to maximum of £105,000 (Exc. VAT) £126,000 (Inc. VAT).



Note: - this is a zero-commitment contract, and any spend will be committed by completed work packages (in the form of Statements of Works (SOWs) or similar)

## 9 Knowledge Transfer

The appointed Intranet Design & Delivery Partner is required to upskill and undertake a knowledge transfer period of a minimum of one month before rolling off the contract. Any changes to the appointed suppliers service delivery core team must be agreed with CQC and in advance of such changes taking place, and a full knowledge transfer must be completed where required.

## 10 Location

The services will be delivered to CQC staff primarily based in the CQC London, Leeds and Newcastle offices, please find below relevant location address detail:

**London office** – 2<sup>nd</sup> floor, 2 Redmond Place, London, E20 1JQ

**Leeds office** – 1st floor St Paul's House, Park square south, Leeds, LS1 2ND.

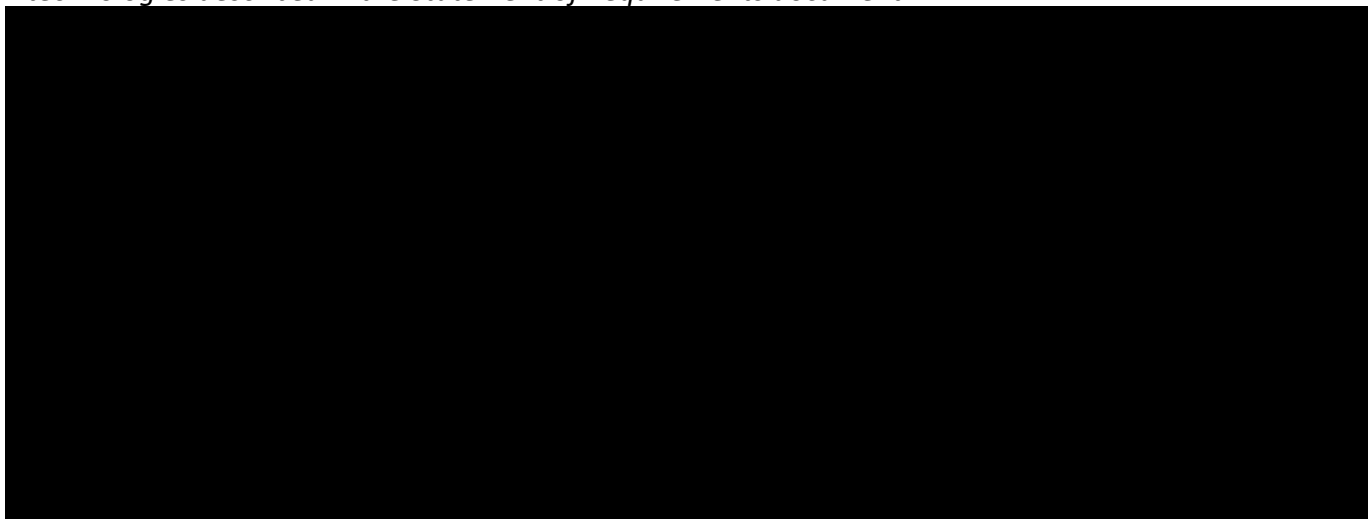
**Newcastle office** – Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.

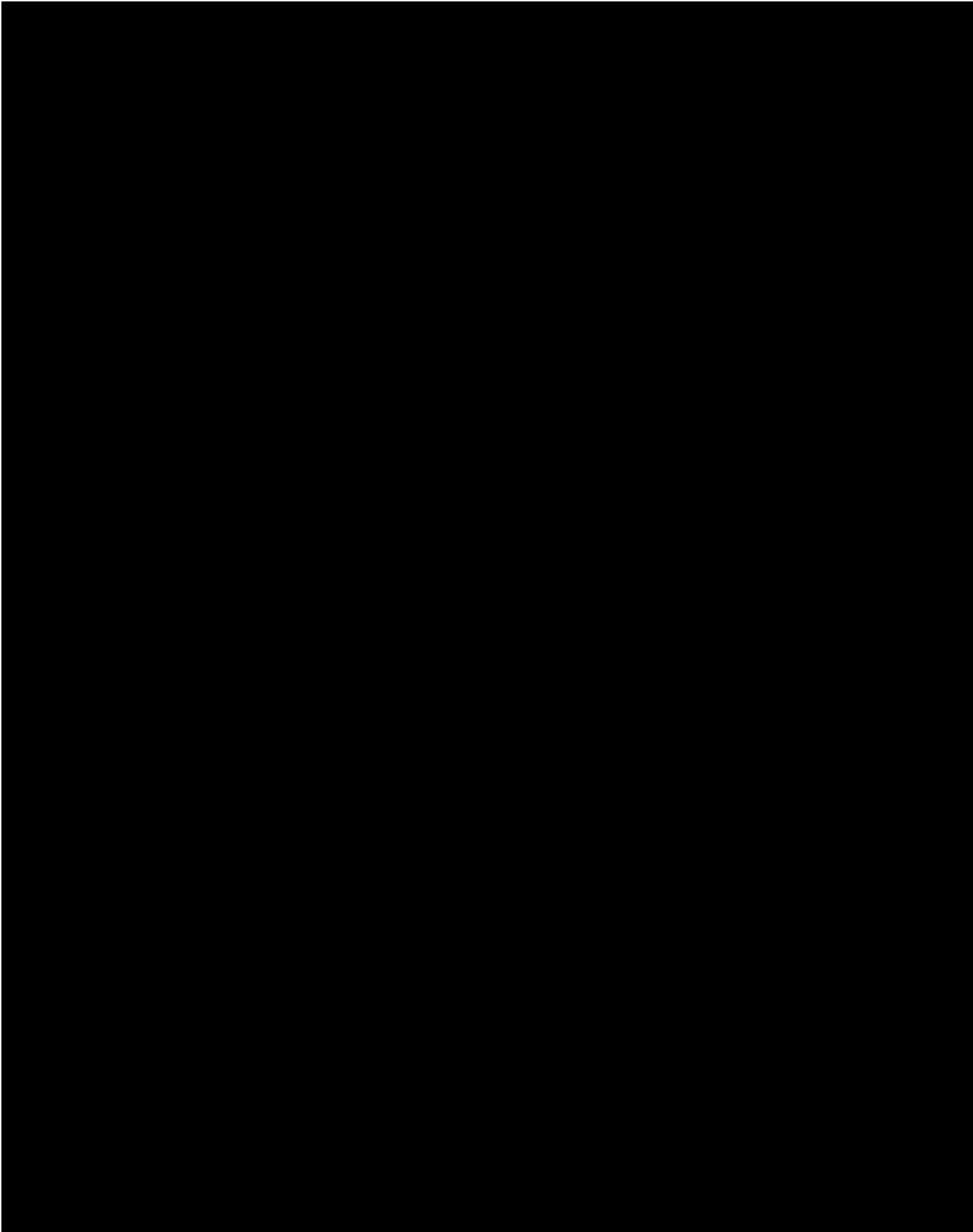
It may also be acceptable for suppliers to work off-site as agreed with CQC. Please note that travel and expenses cannot be claimed for any activity undertaken at the primary locations detailed above or for remote working. Where there is a demand for activity at other locations not specified, travel and expenses will be claimed separately and in line with CQC policy.

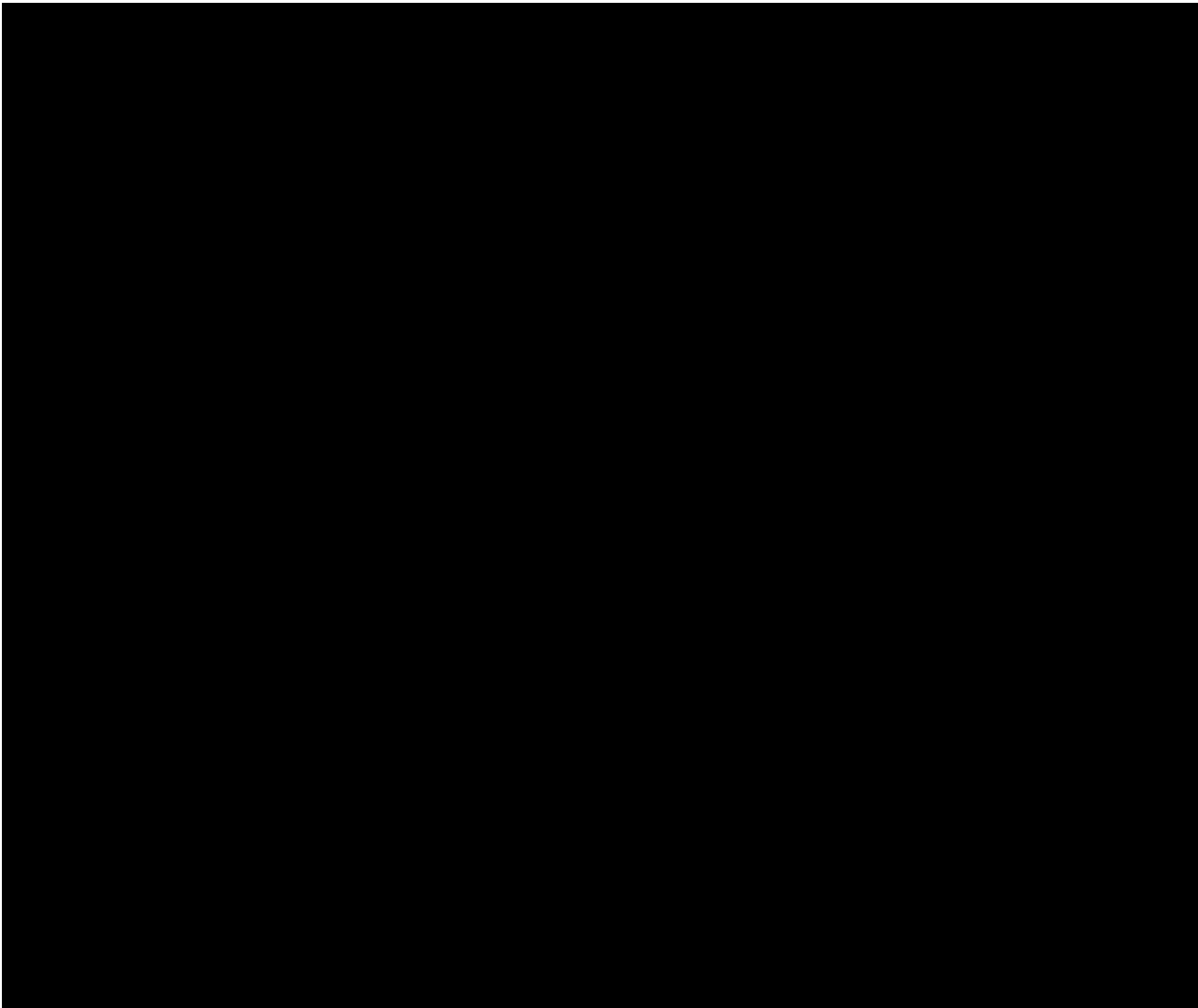
## Schedule 1A: Supplier Response

### SKILLS AND CAPABILITIES

*Please explain how your organisation will provide the required skills and capabilities to deliver a fit for purpose new SharePoint intranet, how you will create new solutions, make changes to existing solutions and support services for CQC systems built on the technologies described in the Statement of Requirements document.*

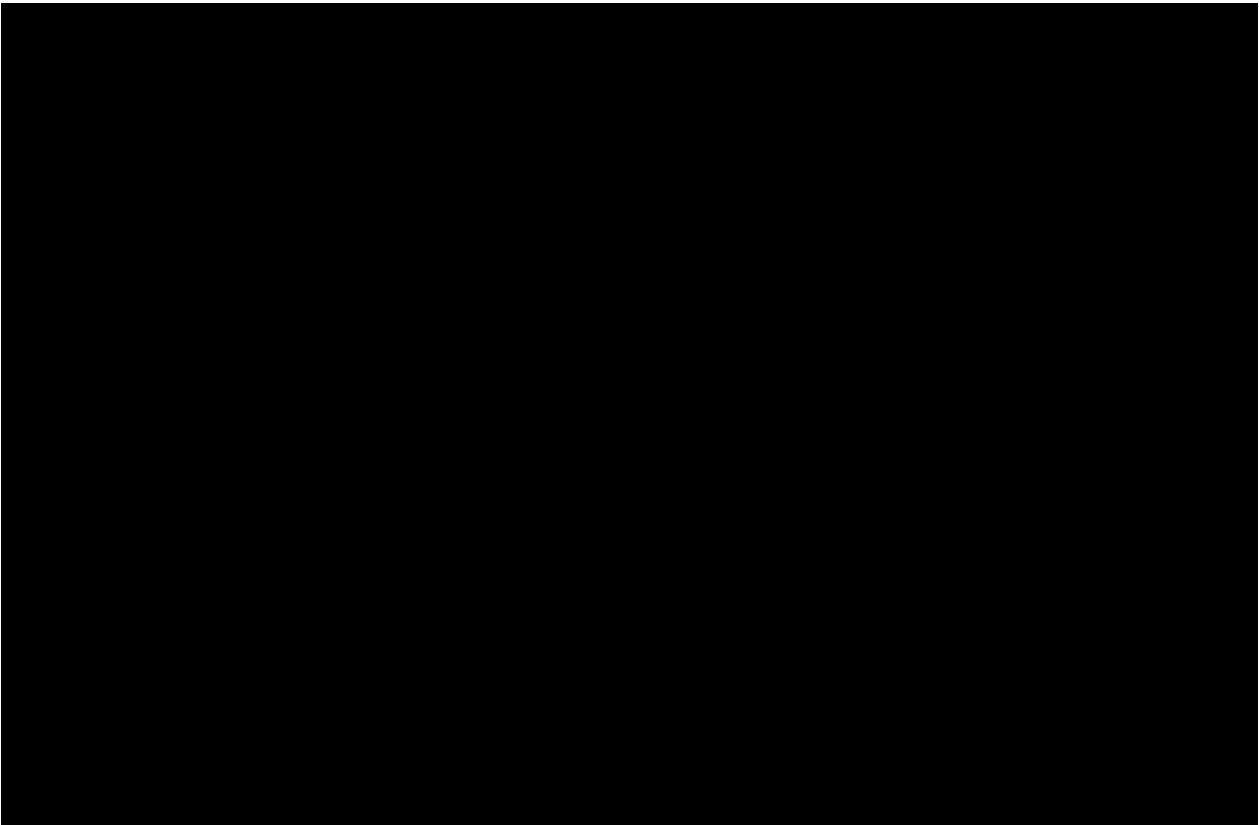


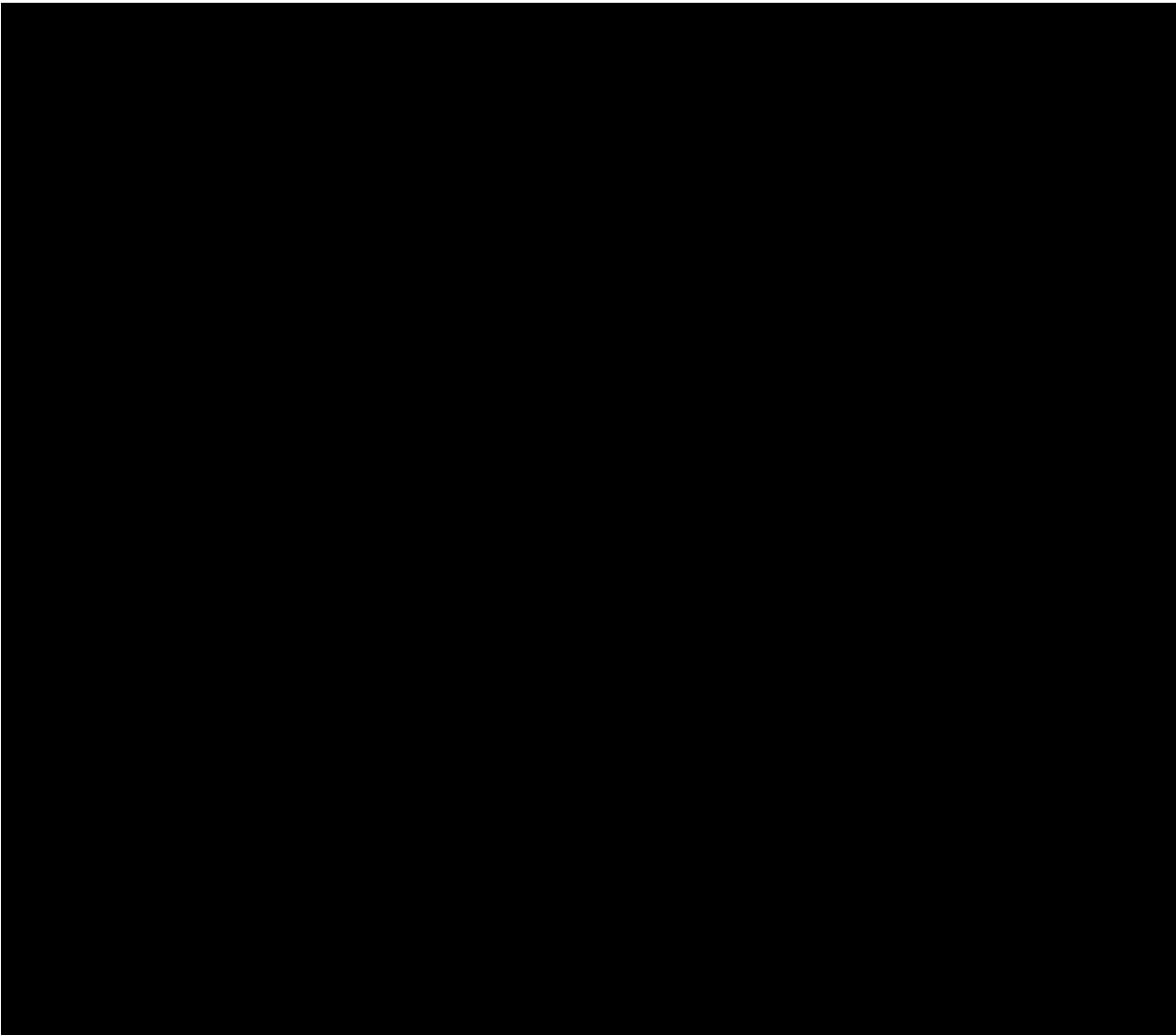




**CULTURAL FIT**

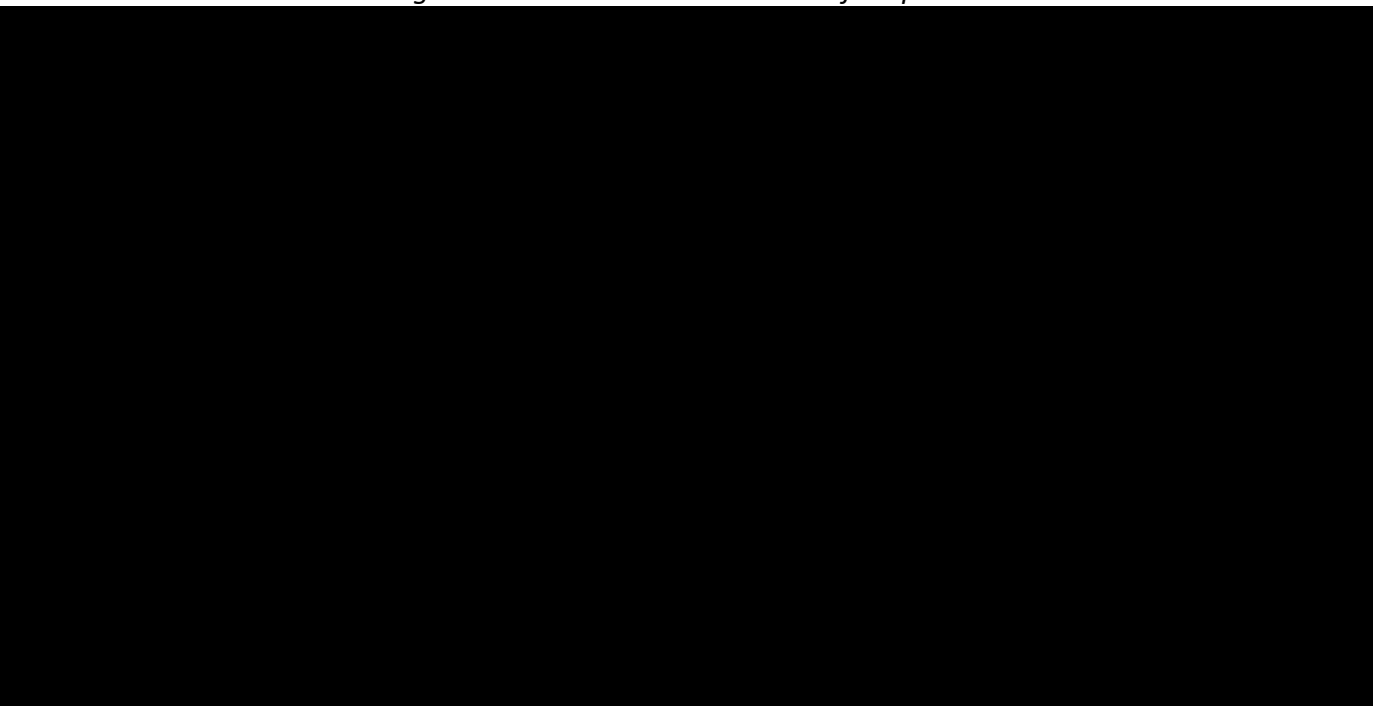
*Please explain how you will align with our values, and how you will provide a good cultural fit with the CQC as described in the statements of requirements document.*





## **ACCESSIBILITY AND SECURITY**

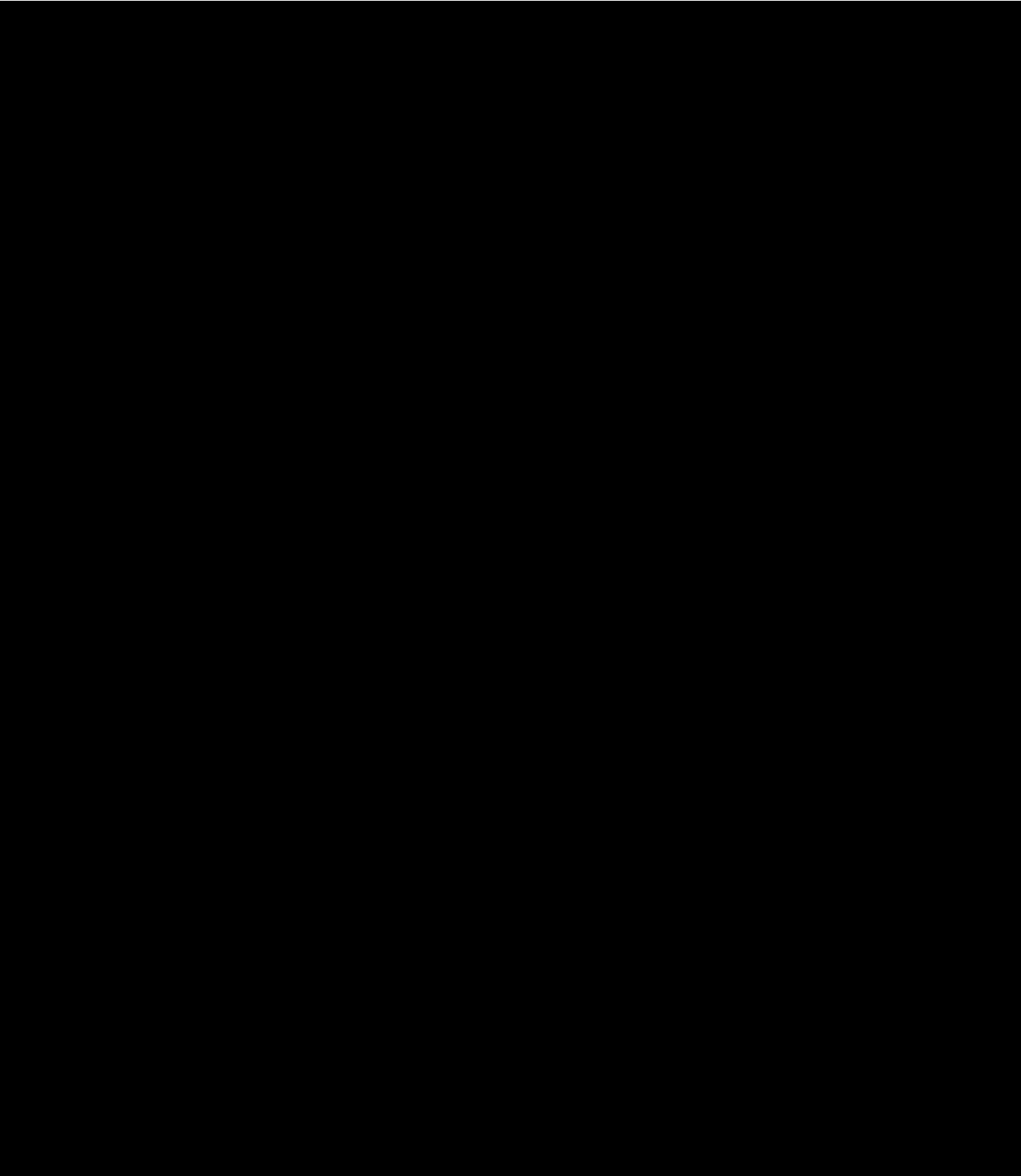
*Please describe how your organisation would ensure a strong focus on accessibility and security and how you intend to use your on-shore teams to develop our systems for solutions built on the technologies described in the Statement of Requirements document.*





#### **REQ 4 ONGOING ENHANCEMENT AND DEVELOPMENT**

*Please describe how you would provide ongoing technical support, enhancement and development for solutions built on the technologies described in the Statement of Requirements document, including details on all points listed in the handover section.*

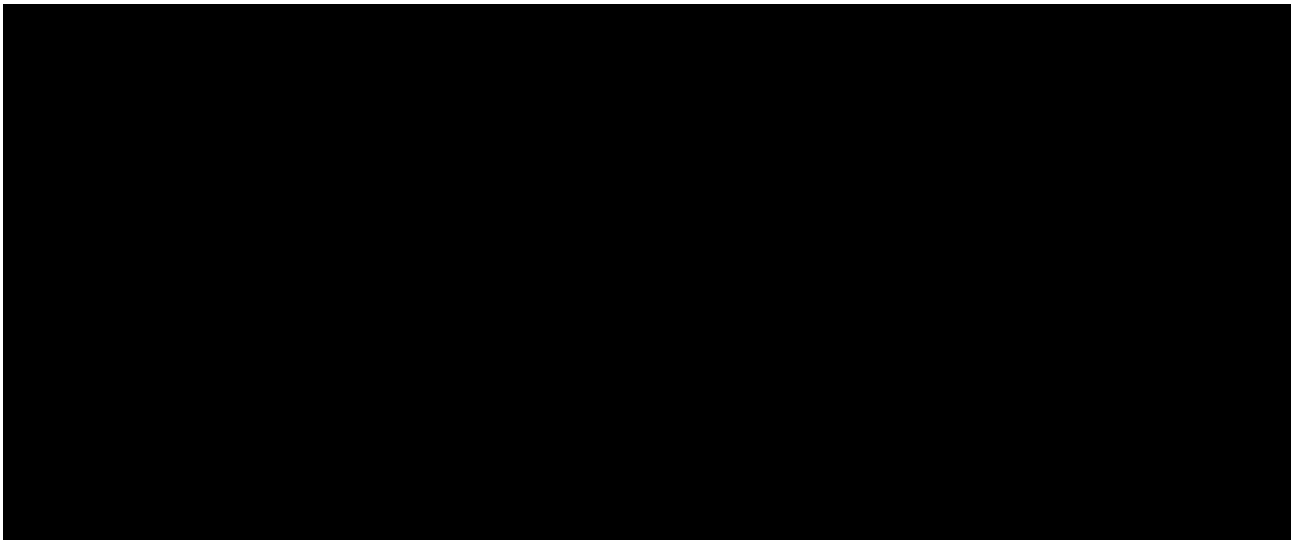


## CASE STUDY AND PRESENTATION

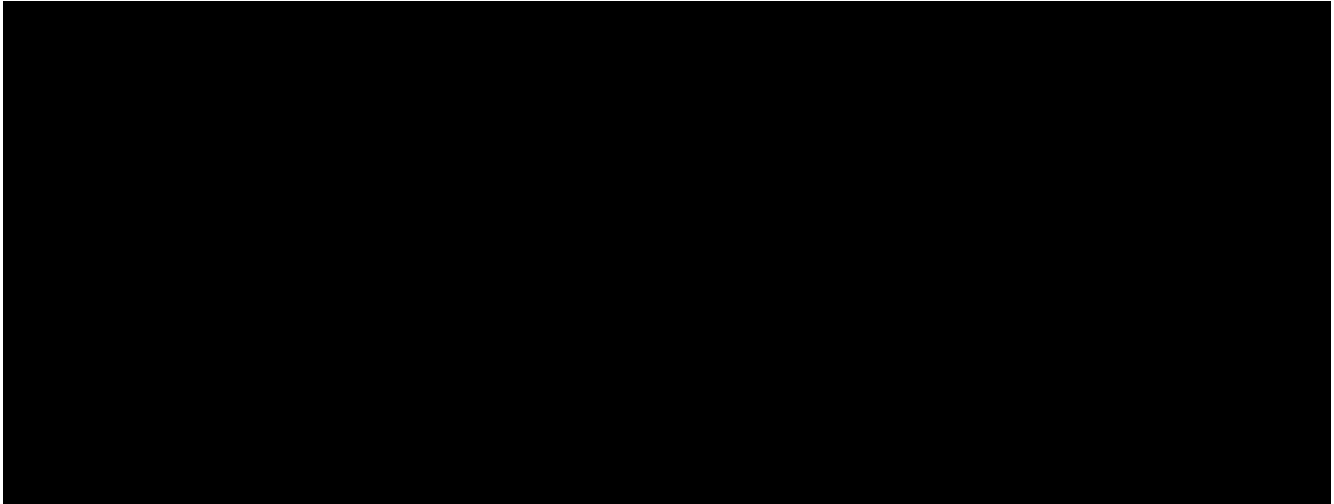
*Please provide a case study showcasing an example of your work creating and delivering a successful SharePoint intranet and how you met the brief. This case study should aim to help CQC understand your approach to meeting the requirements and producing the deliverables described in the statement of requirements. Please also explain how you measured success.*

analyst-

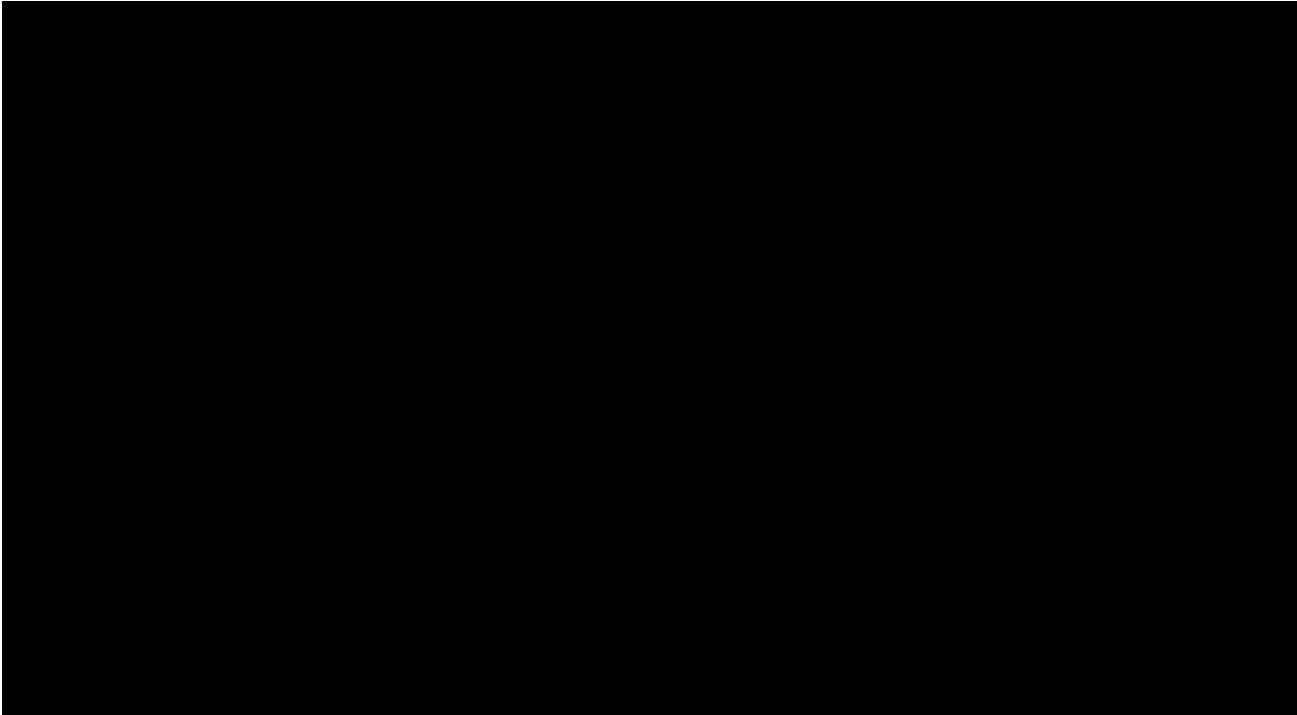
into



## Supplier Price Submission



## Rate Card





## Buyers Responsibilities

### Systems access

CQC will provide WM Reply with the following access to our systems:

System	Project Phase	Access
Current SharePoint 2007 intranet	Discovery & Implementation	Intranet user Site collection admin
Office 365 Platform	Implementation	Site collection admin SharePoint administrator & search editor

Some actions to be carried out by WM Reply may require elevated permissions. To be discussed/agreed as the need arises.

### Devices

CQC to provide WM Reply with:

2 x CQC laptops

### Software and Licenses

The current version of PowerShell

The PnP PowerShell module

The SharePoint Online Management Shell

## Technical Standards

Please see Schedule 1 Annex A.

## 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: The charges will be agreed and set out in each Work Package document (example below).



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## Work Package Document information

**TITLE:** WPD00X WM Reply Intranet Partner

### *BETWEEN*

1. **WM Reply**, being a company incorporated in England with registered number 07466050 with its registered office at: Nova Street, 160 Victoria Street, Westminster, London, SW1E 5LB  
(**"WM Reply"**); and
- **Care Quality Commission** , with its registered office at: Citygate, Gallowgate, Newcastle upon Tyne, United Kingdom (**"CQC"** or the **"Customer"**).

WM Reply and the Customer shall be jointly referred to as the **"Parties"** and each a **"Party"**.

### *IT IS AGREED THAT*

- 1.The Customer appoints WM Reply to deliver the Services by entering this Work Package Document (**"WPD"**) pursuant to the G-Cloud Call Off Agreement (the **"Main Agreement"**) between the Parties dated XX March 2023.
- 2.All capitalised terms used in this WPD shall have the same meaning as that given in the Main Agreement unless otherwise expressly provided for in this WPD.
- 3.The services described in this WPD, will be delivered from United Kingdom and Malta.
- 4.The terms and conditions set forth in this WPD shall apply only to the Services covered by this WPD and not to Services covered under any other WPD and shall not amend or supplement the terms of the Main Agreement except for purposes of the Services covered by this WPD.
- 5.This WPD shall come into effect on the XX March 2023 (the **"WPD Commencement Date"**) and shall last until the XX XXX 2023 (the **"WPD Expiry Date"**) unless terminated earlier in accordance with the provisions of this WPD or the Main Agreement, or extended by mutual agreement by both Parties.

VERSION CONTROL

Version	Changes	By	Date
0.1.1			

## 1.1 Definitions

Any capitalised term, unless otherwise specified in this WPD, shall have the meaning assigned to it in the Main Agreement, and in addition, the terms below shall have the following meanings, except where the context otherwise requires:

**“Services to Perform”** – WM Reply will provide the specified deliverables. Where specified the deliverables will be subject to Acceptance by the client.

**“Deliverable(s)”** – A formal output created by WM Reply and provided to the client. Typically, a document, but may also include artefacts such as software.

**“CCN”** refers to a change control note; namely, any contractual update to this WPD.

**“Change”** is any addition, modification, or removal of anything to/from the Solution or any other activity that could have an effect on the Solution.

**“Change Request”** is a formal proposal to carry out a Change.

**“Acceptance Criteria”** have the meaning given in the Deliverable(s) table of this WPD.

## 2 Services

### 2.1 Introduction

CQC is the independent regulator of health and social care in England. To deliver its strategic priorities within their technology organisation, it has agreed to appoint WM Reply as their Intranet Delivery Partner (“IDP”) to support them.

This WPD (“IDP-WPD00x”) will be focused on the delivery .....

### 2.2 Scope Of Work

.....

### 2.3 Out of Scope

.....



## 3 Performance of service and deliverables

### 3.1 Performance of Service

The required outcomes to be delivered by WM Reply will be discussed, agreed, and documented between the CQC [REDACTED] and the WM Reply xx job title (full name), or their respective delegates, at the start of the WPD and periodically as required, commensurate with the Deliverables within this WPD.

Thus, CQC may notify the WM Reply with one week's notice, should any changes in the Deliverables be required and the Change Request process will be invoked.

## **3.2**     Deliverables

The following Deliverables will be provided by WM Reply against the Services in this WPD:

## 4 Responsibilities, Dependencies and Assumptions

### 4.1 WM Reply Responsibilities

- **WM Reply** will provide the specified Services and outcomes/deliverables.
- **WM Reply** will ensure that appropriately skilled resources are deployed in the delivery of these Services.

### 4.2 CQC Responsibilities

- **CQC** will provide written confirmation of WPD completion once advised by WM Reply that all Services and Deliverables have been completed as per their Acceptance Criteria.
- **CQC** will provide all WM Reply resources with appropriate access to any CQC systems / tools required to undertake the Services.
- **CQC** will manage all internal CQC communication regarding the Services delivered, and associated business change activity where/if any is required.
- **CQC** must appoint someone of management-level with the skill, knowledge, and experience necessary to be responsible for overseeing the Services provided and manage the delivery of this WPD as a whole and to ensure review and acceptance of WM Reply Deliverables is done by CQC on a timely basis.
- **CQC** will ensure timely access to resources, stakeholders and materials that are required by WM Reply to complete the Services.
- **CQC** will manage any environment costs that are triggered through any build activity.

### 4.3 Dependencies

### 4.4 Assumptions

## 5 Service Structure


### 5.1 Change Control

Should there be a need to change the definition, timescales or charges for the Services defined in this WPD, the following process will be used.

- Either party may initiate a change request. Change requests should provide information relating to the rationale for the change and detailed enough to allow informed decision making.
- Change Requests will be initially reviewed by both Parties to decide if they should be impact assessed.
- The impact assessment will be conducted within a target of 5 Business Days. All potentially impacted stakeholders should conduct an impact assessment. The impact assessment will include as a minimum:
  - Impact on timeline
  - Impact on cost
  - Impact on Deliverables
  - Expected benefits
- A fully approved and signed version of the change request will be issued as the basis of the contractual change.

### 5.2 Escalation

The parties agree that they will attempt in good faith to resolve any dispute arising out of or in connection with the Services provided under this WPD promptly through negotiations between their respective senior stakeholders and management. Should any such issue require formal escalation, the following escalation stages will be followed:

Escalation Stage	WM Reply representatives	CQC representative
Stage 1		
Stage 2		
Stage 3		

## 6 Charges

- WM Reply will invoice upon acceptance of each milestone listed in section 6.2.
- Any change to the Maximum Cost will need to be agreed by CQC and managed via the Change Control procedure outlined in this WPD

All Charges exclusive of VAT.

- CQC will be invoiced at T70 Payables F175, PO Box 312, LEEDS, LS11 1HP
- CQC Accounts Department email address: [REDACTED]
- Invoices will be addressed for the attention of [REDACTED]

### 6.1 Expenses

For the purpose of this WPD only, expenses will be charged at cost, on an as-incurred basis in line with CQC Expenses Policy and as agreed by both Parties.

### 6.2 Costs Estimate

## 7 Approval

Acknowledged and agreed:

**SIGNED** for and on behalf of **CARE QUALITY COMMISSION**

Authorised Signatory:

**SIGNED** for and on behalf of **WM Reply**

Authorised Signatory 1:

Authorised Signatory 2:

## Schedule 3: Collaboration agreement

Not Applicable



## Schedule 4: Alternative clauses

Not Applicable

## Schedule 5: Guarantee

Not Applicable

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<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>	Data, Personal Data and any information, which may include (but isn't limited to) any: <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> </ul> other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
<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>	Default is any:

	<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>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> </ul>

	<ul style="list-style-type: none"> <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> </ul> <p>any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</p>
<b>Former Supplier</b>	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and

	foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: <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> a Dun & Bradstreet rating of 10 or less
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, 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</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> </ul> all other rights having equivalent or similar effect in any country or jurisdiction

<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all



	Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: ○ under the Bribery Act 2010/</li> </ul>

	<ul style="list-style-type: none"> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> </ul> <p>committing or attempting or conspiring to commit Fraud</p>
<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 highperformance 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 GCloud Services, including backup data.

<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-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 GCloud 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>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7: UK GDPR Information

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

### Annex 1: Processing Personal Data

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

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

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

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

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

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:</p> <p>All personal data housed on the current SharePoint 2007 intranet including information stored within people finder, some of which is considered sensitive under GDPR.</p> <p>All personal data housed on the Office 365 Platform intranet including information stored within people finder, some of which is considered sensitive under GDPR.</p>
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Agreement
Nature and purposes of the Processing	To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including

	<ul style="list-style-type: none"> <li>i. Ensuring effective communication between the Supplier and CSS</li> <li>ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6</li> </ul>
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> <li>i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement</li> <li>ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, 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</li> </ul>
Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> <li>i. CSS staff concerned with management of the Framework Agreement</li> <li>ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement</li> <li>iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement</li> <li>iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement</li> </ul>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>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</p>