



G-Cloud 11 Call-Off Contract (version 4)

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Part A - Order Form

Digital Marketplace service ID number:	488688823200202
Call-Off Contract reference:	Project_1545
Call-Off Contract title:	NHS COVID-19 App Development and Support
Call-Off Contract description:	Development and deployment of MVP and limited period of support of App
Start date:	Friday 1 st May 2020
Expiry date:	Friday 31 st July 2020
Call-Off Contract value:	£3,025,739.43.
Charging method:	Capped T&M payment monthly in arrears and Subscriptions and Additional Services will be invoiced upfront on the start date of the Subscription Period.
Purchase order number:	Purchase order will be raised upon signature.

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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

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

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

From: the Buyer	The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care Buyer's main address: 39 Victoria Street Westminster London SW1H 0EU
To: the Supplier	VMWARE UK LIMITED (formerly known as Go Pivotal (UK) Limited) ("VMware") Supplier's address: Flow 1 & 2, River Park Avenue, Staines-Upon-Thames, TW18 3FA Company number: 06001046
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Commercial Lead Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: Director, Public Sector, UK & Ireland Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on Friday 1 st May 2020 and is valid for 3 months except for the subscription licences which shall be for the Subscription Period indicated as per the terms of the Quote Q087512.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is 30 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 2 weeks each, by giving the Supplier 1 week's written notice before its expiry.

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 1 – Cloud Hosting Lot 3 - Cloud Support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below in Schedule 1 – Services as further laid out below: <ul style="list-style-type: none">• Service 1 - VMware Pivotal Labs™ Modern App Development®• Service 2 - VMware Pivotal Labs™ Platform Management®• Service 3 - Exit Strategy & Partner Transition• Service 4 - Build Service Level Agreement• Service 5 - Governance process• Service 6 – Level 2 & 3 Support of Covid App & Platform Incident Management
Additional Services:	VMware Pivotal Labs Modern Platform Governance under Quote Q089359.
Location:	The Services will be performed at Supplier's offices in London or from remote locations as reasonably agreed between the Parties.
Quality standards:	The quality standards required for this Call-Off Contract are in line with industry best practice.
Technical standards:	The technical standards required for this Call-Off Contract are industry best practice and current NHSX/Digital Standards. As well as those applicable standards as listed within the G-Cloud service offerings, which are included above.
Service level agreement:	There are no specific service level and availability criteria required for this Call-Off Contract. VMware shall engage with Buyer to help them create an aspirational service level agreement for their chosen partner who will operate the VMware Pivotal Labs™ Platform and the VMware Pivotal Labs™ Modern App at the expiration of this Call-Off Contract.
Onboarding:	These teams are already onboarded as per Call-Off Contract reference: Tender_4125 Order A and operate to cover multiple time zones for the duration of this Call-Off Contract to support the Buyer's project.
Offboarding:	The offboarding plan for this Call-Off Contract is for management of the platform and the Covid App to be transferred to the Buyer or the Buyer's designated partner at the Expiry date as detailed in "Exit Strategy & Partner Transition" section of Schedule 1 - Services .. The platform will continue to be hosted, managed and used by the

	Buyer.
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed █ % of the fees paid.</p> <p>The annual total liability for Buyer Data defaults will not exceed █ % of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed █ % of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of █ for each individual claim or any higher limit the Buyer requires (and as required by Law) Employers' liability insurance with a minimum limit of █ or any higher minimum limit required by Law
Force majeure:	A Party may End this Call-Off Contract if the other Party is affected by a Force Majeure Event that lasts for more than 25 consecutive days. For the avoidance of doubt Covid 19 is not a force Majeure Event to the extent it concerns VMware's deliverable obligations, however VMware may rely on Force Majeure in case it is prevented from delivering due to other parties' Force Majeure events caused by Covid 19.
Audit:	The Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.
Buyer's responsibilities:	The Buyer is responsible for providing required access (physical and systems access as required) to the Supplier's staff.
Buyer's equipment:	Standard operational equipment only is required in the delivery of this project.

Supplier's information

Subcontractors or partners:	N/A
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Call-Off Contract charges and payment

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

breakdown.

Payment method:	The payment method for this Call-Off Contract is BACS.																																	
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears for services only. Subscriptions and Additional Services will be invoiced upfront on the start date of the Subscription Period.																																	
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. Each invoice will be supported by completed timesheets, authorised by an appropriate person within the Supplier. Subscriptions and Additional Services will be invoiced upfront on the start date of the Subscription Period. This should also include Expenses paid in line with the Buyer's policy supported by receipts. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.																																	
Who and where to send invoices to:	<p>Invoices must be sent to: Accounts Payable Department of Health & Social Care 39 Victoria Street London</p> <p>And a copy invoice emailed to: [REDACTED]</p>																																	
Invoice information required – for example purchase order, project reference:	<p>All invoices must include the purchase order number, project reference – COVID-19 App Development.</p> <p>Each invoice will be supported by completed timesheets and any receipts due, authorised by an appropriate person within the Supplier.</p>																																	
Invoice frequency:	Invoices for Services will be sent to the Buyer monthly. Subscriptions and Additional Services will be invoiced upfront on the start date of the Subscription Period.																																	
Call-Off Contract value:	The total value of this Call-Off Contract is £3,025,739.43.																																	
Call-Off Contract charges:	<p>The breakdown of the Charges is</p> <table border="1"> <thead> <tr> <th>Role</th><th>SKU</th><th>Staff count</th><th>Total Days (Estimate)</th><th>Day Rate (£)</th><th>Special Rate (£)</th><th>Total Cost (£)</th></tr> </thead> <tbody> <tr> <td>Pivotal Engineer</td><td>SVC-1044</td><td>1</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Pivotal Product Manager</td><td>SVC-1044</td><td>1</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> <tr> <td>Pivotal</td><td>SVC</td><td>1</td><td>1</td><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr> </tbody> </table>						Role	SKU	Staff count	Total Days (Estimate)	Day Rate (£)	Special Rate (£)	Total Cost (£)	Pivotal Engineer	SVC-1044	1	1	[REDACTED]	[REDACTED]	[REDACTED]	Pivotal Product Manager	SVC-1044	1	1	[REDACTED]	[REDACTED]	[REDACTED]	Pivotal	SVC	1	1	[REDACTED]	[REDACTED]	[REDACTED]
Role	SKU	Staff count	Total Days (Estimate)	Day Rate (£)	Special Rate (£)	Total Cost (£)																												
Pivotal Engineer	SVC-1044	1	1	[REDACTED]	[REDACTED]	[REDACTED]																												
Pivotal Product Manager	SVC-1044	1	1	[REDACTED]	[REDACTED]	[REDACTED]																												
Pivotal	SVC	1	1	[REDACTED]	[REDACTED]	[REDACTED]																												

	Product Designer	-104 4					
	Pivotal Client Liaison	SVC -104 4	█		█	█	█
	Pivotal Architect	SVC -104 4	█		█	█	█
	Program Manager	SVC -104 4	█		█	█	█
	Pivotal PCFS Architect	SVC -103 8	█		█	█	█
	Pivotal PCFS Product Manager	SVC -103 8	█		█	█	█
	Pivotal PCFS Client Liaison	SVC -103 8	█		█	█	█
	Pivotal Engineer (0 Rate)*	SVC -104 4	█		█	█	█
	Pivotal Architect (0 Rate)*	SVC -104 4	█		█	█	█
	Subtotal (T&M Services)						
T&E will be as per DHSC policy and will be capped at no more than							█
Total Service Estimate							█

*

Additional Buyer terms

Performance of the service and deliverables:	Performance of this Call-Off Contract will be delivered in line with the activity as defined in Schedule 1. The Buyer and Supplier will conduct daily 'Next Actions' meetings that will review current activity; identify and agree issues for resolution and agree next actions to be completed to deliver the project.
Guarantee:	N/A
Warranties, representations:	There are no additional warranties or representations.
Supplemental requirements in addition to the Call-Off terms:	This Call Off Contract makes reference to Quote Q089359 (Services) & Q087512 (Subscription License) that accompanies this Call-Off Contract for details for Subscription Licences and the terms and conditions that apply to any Subscription Licenses (being the Supplier's standard End User Licence Agreement).
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	For the purposes of this Call-Off Contract Annex 1 of Schedule 7 is being used which the Parties shall review by 15 th May 2020 and each month thereafter, in good faith, with any changes being agreed in accordance with clause 32.

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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:	VP, EMEA Field Finance	Chief Commercial Officer
Signature:	[REDACTED]	[REDACTED]
Date:	04 May 2020	04 May 2020

Schedule 1 - Services

1. PURPOSE OF ENGAGEMENT.

Partner with Department of Health and Social Care to continue to build, test and for a limited period support and manage a contract tracing application to enable the UK public to better understand their personal risk exposure to COVID-19.

2. SERVICE LOCATION.

Some delivery will be performed remotely. Where necessary and as agreed with the Authority, VMware and Customer people will travel to the desired service location.

3. AGILE DELIVERY.

The following is a description of the Agile delivery process, and is not necessarily a description of the services to be provided under this SOW. The product backlog is a list of all the features, tasks and bugs for the deliverables being produced pursuant to a SOW ("Deliverable"). It is maintained in a strict, linear priority; no two items are equal, as one is before the other. Customer maintains the contents and their priority. VMware and/or Customer developers ("Developers") provide estimates for the effort to complete each item. Developers also update the status of an item. Each backlog item goes through a basic workflow: unstarted, started, finished, delivered (made available for review) and then either accepted or rejected. If the item is rejected, it can be re-prioritized by Customer. All work is done in weekly iterations. The basic iteration workflow has a planning meeting at the start of the week with Customer, when the product backlog is reviewed. Pivotal Tracker, available at [REDACTED] is VMware's application for maintaining the product backlog and it will automatically arrange the iterations based on the priority and cost of the items and the historical progress of the team. In the planning meeting, the focus is the current iteration of work. Questions and discussions about items take place and the intent is for all to have a similar understanding of the week's work. As Developers work during the iteration, they make the deliverables regularly available for review by Customer. These updates range from daily to a few times a week. The entire process is collaborative, and VMware expects the full involvement and

engagement of Customer. Customer is obligated to regularly review work and maintain the product backlog. The process also provides significant visibility into the current status and progress of the deliverables. VMware working deliverables from the beginning (as opposed to months of design documentation). Once the engagement begins, any features and timelines (if applicable) described herein may be adjusted to better fit with Customer's goals of product development, using the Agile delivery process and Pivotal Tracker. At the start of the engagement, VMware shall break down the deliverables into delivery steps ("Stories" or "Story") and will add them to Pivotal Tracker. The contents of Pivotal Tracker may change during the course of delivery at the request of the Customer. In this case, the updated features and timelines within Pivotal Tracker will be considered the agreed upon "Plan of Record" going forward.

4. SCOPE OF WORK TO BE PERFORMED.

The Work Product will be designed pursuant to the Agile delivery process. The scope of the Work Product defined in this SOW is limited to delivery of the deliverables defined by the parties. Activities not listed in this SOW are out of the scope of the SOW.

The Services performed pursuant to this SOW consist of:

VMware Pivotal Labs™ Modern App Development®

A VMware Pivotal Labs™ Modern App Development® engagement helps you get more value from software, by taking a lean approach to modernizing, rewriting and creating software to deliver value quickly and consistently. We apply our expertise in eXtreme Programming (XP), Lean, User-Centered Design (UCD) and Domain Driven Design (DDD) to identify existing business-critical software to modernize, and/or move to the cloud while maintaining business continuity. In the case of modernizing legacy apps, we explore these and create notional architectures in days and weeks, not months and years. Finally, we deliver working software in production, and enable your team to successfully continue the work of modernization. With Modern App Development, Customer reaps the benefits of modern app design and moving to the cloud (increased security, increased stability, increased speed of feature delivery, scalable and easier to maintain apps). We deliver more effective and efficient solutions for mission critical requirements by applying a user-centered and business value driven approach to modernization. Customer may get the benefit of faster time-to-market with high value changes and see increased developer productivity. Deliverables of a Platform Deployment engagement may include: Inception Meeting, Iteration Planning, Documentation, Agile Epics, and Agile User Stories.

VMware Pivotal Labs™ Platform Management®

In a VMware Pivotal Labs™ Platform Management® engagement our platform architects engage with your team to build and evolve strong technical operations for your platform capability. They will treat infrastructure as code, and assist with patching, updating, incident response and monitoring. In a platform product, reliability is a feature that users expect. We work with you to employ modern approaches to delivering features and availability for developers and governance teams, on the path to production. Deliverables of a Platform Management engagement may include: Inception Meeting, Iteration Planning, Documentation, Agile Epics, and Agile User Stories.

Customer is entitled to the (i) use of Pivotal Tracker for no additional cost for any Pivotal Tracker project that is provided under this SOW, for the duration of the services described herein; and, (ii) use of its own Pivotal Tracker account, for a period of 6 continuous months on a trial basis from the date Customer requests its own Pivotal Tracker account.

Exit Strategy & Partner Transition

In order to support the Customer with its transition at the Expiry date we will undertake and deliver VMware Pivotal Labs Modern Platform Governance engagement that will enable the Customer's chosen partner to operate the VMware Pivotal Labs™ Platform moving forward. The parties acknowledge that Customer has access to the source code and automated tests via the Customer's GitHub repository. The AWS environment is managed by Customer's third party supplier, ANS and the Customer contracts with AWS directly.

Customer shall assign a product manager as part of the transition process to work with VMware and Customer's chosen partner.

Build Service Level Agreement

VMware shall engage with Customer to help them create an aspirational service level agreement or error budget for their chosen partner who will operate the VMware Pivotal Labs™ Platform and the VMware Pivotal Labs™ Modern App (as defined above in section 4) at the expiration of this SOW. The service level agreement or error budget shall be built on the knowledge learnt during the course of this Call Off Contract commencing on completion of the large area test and produced towards the Expiry Date. For the avoidance of doubt the service level agreement or error budget shall not apply to VMware.

Governance process

VMware shall engage with the Customer to be part of the Customer's governance process. VMware's product lead shall participate in regular meetings with Customer's product lead with respect to the VMware Pivotal Labs™ Platform and the VMware Pivotal Labs™ Modern App.

ASSUMPTIONS

- VMware may use VMware Affiliates or other sufficiently qualified subcontractors to provide Services to Customer, provided that VMware shall remain responsible to Customer for the performance thereof.
- Enablement of Customer people includes remote pairing. The remote pairing schedule will be mutually agreed after execution of the SOW.
- When traveling for an engagement, VMware people will typically perform work at the Customer or VMware site(s) for a maximum of four (4) days in a five (5) day work week. Remaining work days (if any) in the work week will be performed for Customer remotely. The parties will confirm the mutually acceptable schedule and location for work after execution of the SOW.
- Customer shall provide instructions and guidance on Customer's privacy requirements for the Covid App to VMware.
- To protect the confidentiality and privacy of data and information, user access capabilities will be configured by the Buyer, following the least privileged rule. User access rights and

privileges shall be consistent with, but not exceed, the users' assigned job/role responsibilities for performing a particular task or function;

- VMware is not responsible for the SQL database which is managed by Buyer's third party supplier.
- VMware shall follow the Buyer's instructions for development activities.

5. OPEN SOURCE SOFTWARE.

Customer hereby consents to VMware's use of the following open source software in this engagement:

- Academic Free License (all versions)
- Apache License (all versions)
- Bouncy Castle License
- BSD License (all versions)
- Common Development and Distribution License (CDDL) (all versions)
- Creative Commons Attribution 4.0 International (CC by 4.0)
- Eclipse Public License (EPL)
- ISC License (ISC)
- JSON License
- Lesser General Public License 2.1 (LGPL) 2.1
- MIT License
- Mozilla Public License (MPL) (all versions)
- Public Domain
- Ruby License
- Unlicense
- WTFPL Public License

Notwithstanding any other provision in the Agreement or General Terms & Conditions, open source software is provided "AS-IS" without indemnification, support, or warranty of any kind, expressed or implied. For Customer's convenience, the terms of the licenses set forth above, can be found here: [REDACTED]

6. HR/RECRUITING TRAINING SERVICES INDEMNIFICATION.

Intentionally omitted. For the avoidance of doubt VMware will not be providing any HR Training or HR related Services as part of this SOW. The parties agree that no HR/Recruiting Services are in scope under this SOW.

7. Support

VMware Pivotal Labs COVID App and Platform Incident Management Scope Level 2 & 3 Support shall be provided for a period of 3 months only in accordance with the terms located at [REDACTED] (and detailed at clause 9) for Premium Support Services and as further outlined below ("**Support Period**"):

Level 1: COVID App Service Desk, single vendor accountable for answering general questions about functionality, solving basic issues not requiring technical changes, and triage of incidents to Level 2.

Level 2: COVID App Incident Management, single vendor accountable for in-depth technical support based on triage of incidents fed up from Level 1 and automated system alerts to associated Level 3 owners (App, Platform or IaaS as appropriate).

Level 3: COVID App Mobile and Platform Problem Management, single vendor accountable for incident resolution and investigation of problems associated with the COVID App and the central platform.

Level 3A: COVID App Infrastructure Problem Management, single vendor accountable for infrastructure level changes and where necessary engaging Level 4 infrastructure provider. For the avoidance of doubt, this does not relate to VMware.

Provision of Support Service with in-depth technical knowledge of the COVID App solution and be responsible for managing and resolving COVID App incidents. Prioritising the resolution of incidents that requires the restoration of service.

- Level 1 support shall be provided by the Buyer. VMware shall not engage in Level 1 support and in particular shall not be required to engage or interact with end users of the COVID App
- 24/7 capability for responding to incidents that are classed as Severity One incidents that are surfaced during operation
- Provide a defined interface and toolset for Level 1 to escalate issues to Level 2 (minimum viable product pilot process to be defined with Buyer's service manager)
- Provide a defined incident management communication plan to update Level 1 support on incidents (minimum viable product pilot process to be defined with Buyer's service manager)
- Provide a defined incident management and escalation process between VMware Pivotal Labs and Customer's external parties who VMware depends on for success such as IaaS providers and other integrations (for example, Apple and Google notification systems).
- Actively monitor the COVID App and Platform and related services and system events and create associated incidents (minimum viable product pilot process to be defined with Buyer's service manager)
- Engage and interact directly with Buyer's third party suppliers delivering Level 1 and Level 3A (external) support services (no engagement or interaction required with users of COVID app)
- In-depth technical knowledge of the COVID App solution and technical landscape to enable incident triage and responses that do not require code changes, including but not limited to:
 - o Microservice (PCF, SpringBoot, Java)
 - o Android Apps
 - o iOS Apps
 - o IaaS Provider(s)
- Control system access and manage VMware user access privileges
- Contribute to Service Knowledge Management specifically technical support knowledge and documentation associated to Level 2 and Level 3 services
- Provide regular reports on service health (and work towards providing dashboards for

- self-service information)
- Continuous improvement of service continuity measures based on prioritisation of service improvements
- Where required transition and handover from existing individuals involved in App and Platform development
- VMware shall have no access to the Buyer Data (including for the avoidance of doubt, any end user data) during the Support Period.
- In the unlikely event that the Buyer requires VMware to access Buyer Data as part of Support Services, Buyer shall either (i) retrieve such Buyer Data from Buyer's third party provider where such Buyer Data is stored and provide such Buyer Data to VMware and shall ensure that such Buyer Data is cleansed of any Personal Data or (ii) by signing this Call-Off Contract grant VMware permission to access such Buyer Data for the purposes of Support Services only.
- Buyer acknowledges that as part of the Support Services that VMware has access to the first part of a postcode, a pseudonymised App ID, proximity contact event information and applicable symptoms and this is not considered to be Personal Data. Buyer shall not share the key(s) Buyer uses to anonymize or pseudonymize the data.
- VMware is not responsible for the acts or omissions of Buyers third party suppliers.

8. FEES AND PAYMENT.

- Time and Materials.** The total estimated fee for this engagement is [REDACTED] as per the table below, exclusive of travel and related expenses ("T&E"), and exclusive of applicable taxes. Invoices are rendered every month. Customer will pay such amounts pursuant to the Agreement, or if not specified in the Agreement, net 30 days from invoice date.
- Travel and Expenses.** VMware will invoice Customer for actual travel and related expenses (T&E) incurred by VMware and taxes on a regular basis and Customer will pay such amounts pursuant to the Agreement or, if not specified in the Agreement, net 30 days from invoice date (despite any other payment obligations for Services provided herein.) Unless otherwise agreed upon in writing, such travel and related expenses will be in accordance with Annex B of Customer's expense policy, save that while the Covid 19 situation persists VMware staff shall be entitled to expense taxis as instructed by the National Cyber Security Centre for health and safety reasons.

Role	SKU	Staff count	Total Days (Estimate)	Day Rate (£)	Special Rate (£)	Total Cost (£)
Pivotal Engineer	SVC-104 4	■	■	■	■	■

Pivotal Product Manager	SVC-104 4	█	█	█	█	█
Pivotal Product Designer	SVC-104 4	█	█	█	█	█
Pivotal Client Liaison	SVC-104 4	█	█	█	█	█
Pivotal Architect	SVC-104 4	█	█	█	█	█
Program Manager	SVC-104 4	█	█	█	█	█
Pivotal PCFS Architect	SVC-103 8	█	█	█	█	█
Pivotal PCFS Product Manager	SVC-103 8	█	█	█	█	█
Pivotal PCFS Client Liaison	SVC-103 8	█	█	█	█	█
Pivotal Engineer (0 Rate)*	SVC-104 4	█	█	█	█	█
Pivotal Architect (0 Rate)*	SVC-104 4	█	█	█	█	█
Subtotal (T&M Services)						█
T&E will be as per DHSC policy and will be capped at no more than						█
Total Service Estimate						█

█

█

█

█

9. PREMIUM SUPPORT SERVICES

Scope of Premium Support Services

Premium Support Services are available for all Pivotal Software customers as follows:

- Global, 24x7 support for Severity 1 issues
- Fast response times for critical issues
- Unlimited number of support tickets
- Remote Support
- Online access to documentation, technical resources, knowledge base, and discussion forums
- Product updates and upgrades during the subscription period

Premium Support Services Summary

Feature	Premium Support
Hours of Operation	24 Hours / Day 7 Days / Week 365 Days / Year
Length of Service	6 Months to 5 Years
Product Updates	Included
Product Upgrades	Included
Method of Access	Telephone/Web

Response Method	Telephone/Email
Remote Support	Included
Root Cause Analysis	Available only with Business Critical Support
Access to Pivotal Customer Support Portal	Included
Access to Pivotal Discussion Forums and Knowledge Base	Included
Max Number of Technical Contacts per Contract	Five (5)
Number of Support Requests	Unlimited
Target Response Times	
Critical (Severity 1)	30 minutes or less (24x7)
Major (Severity 2)	2 business hours
Minor (Severity 3)	8 business hours

Cosmetic (Severity 4)

1 business day

Business Hours	Monday - Friday
North America	6 a.m. to 6 p.m. (local time zone)
Alaska, Hawaii	6 a.m. to 6 p.m. (PST/PDT)
Latin America	9 a.m. to 6 p.m. (local time zone)
Europe, Middle East, Africa (EMEA)	7 a.m. to 7 p.m. (GMT/GMT+1)
Asia, Pacific Rim	8:30 a.m. to 8:30 p.m. (Singapore Time)
Japan (APJ)	8:00 a.m. to 8:00 p.m. (JST)
Australia/New Zealand	7 a.m. to 7 p.m. (Sydney AET)

These VMware Tanzu Software Support Services Terms and Conditions (the “Agreement”) set forth the terms governing the provision of Support Services by VMware to Licensee. The terms herein supplement the terms and conditions of VMware’s End-User License Agreement, master agreement, or other applicable signature-bearing agreement that references/incorporates this Agreement (“EULA”). As used herein, “VMware” and “Licensee” mean, respectively, the applicable licensor and licensee that entered into the EULA. Capitalized terms not defined herein shall have the same meaning as defined in the EULA. In the event of a conflict between the terms of this Agreement and those of the EULA, the terms set forth in the EULA shall supersede and control.

1. Definitions

Error means a failure in the Software to materially conform to the specifications described in the Documentation.

Modified Code means any modification, addition and/or development of code scripts

deviating from the predefined product code tree(s)/modules developed by VMware for production deployment or use. Modified Code excludes customizable Software options for which VMware offers Support Services on the applicable VMware price list.

Severity is a measure of the relative impact an Error has on the use of the Software, as defined by VMware, and assigned by Licensee when opening a Support request.

Severity One means Licensee's production server or other mission critical system(s) are down and no workaround is immediately available and (i) all or a substantial portion of Licensee's mission critical data is at a significant risk of loss or corruption; (ii) Licensee has had a substantial loss of service; or (iii) Licensee's business operations have been severely disrupted.

Severity Two means that major functionality is severely impaired such that (i) operations can continue in a restricted fashion, although long-term productivity might be adversely affected; (ii) a major milestone is at risk; ongoing and incremental installations are affected; or (iii) only a temporary workaround is available.

Severity Three means a partial, non-critical loss of functionality of the Software such that: (i) the operation of some component(s) is impaired but allows the user to continue using the Software; or (ii) initial installation milestones are at minimal risk.

Severity Four means general usage questions and cosmetic issues, including errors in the Documentation.

Software Release means any subsequent version of the Software provided by VMware after initial delivery of the Software, but does not include new Software products or services (as determined by VMware).

Major Release, also known as an "Upgrade", means a generally available release of the Software that (i) contains functional enhancements and extensions, (ii) fixes for high severity and high priority bugs, and (iii) is designated by VMware by means of a change in the digit to the left of the first decimal point (e.g., Software 5.0 >> Software 6.0).

Minor Release means a generally available release of the Software that (i) introduces a limited amount of new features, functionality and minor enhancements; (ii) fixes for high severity and high priority bugs identified in the current release, and (iii) is designated by VMware by means of a change in the digit to the right of the decimal point (e.g., Software 5.0>>Software 5.1).

Maintenance Release means a generally available release of the Software that typically provides maintenance corrections only or high severity bug fixes, designated by VMware

by means of a change in the digit to the right of the second decimal point (e.g. Software 5.0 >> Software 5.0.1), or for certain Software, by means of a change in the digit of the Update number (e.g. Software 5.0 Update 1).

Technical Support Services means the provision of telephone or web-based technical assistance by VMware to Licensee's technical contact(s) with respect to installation, Errors and technical product problems, at the corresponding Support Services level purchased by Licensee.

Third Party Materials means materials, including tools that are used to deliver the Support Services, that are not owned or created by VMware and that are not open source software.

2. Service Terms

2.1 Provision of Support Services. Subject to the terms of this Agreement, VMware shall, during the Subscription Period, provide Licensee with the Support Services at the applicable Support Services level purchased, commencing upon the Effective Date. Support Services includes VMware Premium Support Services offering described at [REDACTED]

2.2. End of Support Life. Software has reached its End of Support Life when it is no longer supported by VMware ("End of Support Life"). VMware shall publicly post notice of End of Support Life of the affected Software and the timeline for discontinuing support in the VMware Tanzu Support Lifecycle Policy and the VMware Product Support Lifecycle Matrix, both available at [REDACTED] which are subject to updates by VMware from time to time. VMware shall have no obligation to provide Support Services for Software after the End of Support Life.

2.3 Purchase Requirements

(a) Except as otherwise set forth in the applicable Order or Quote, Licensee may purchase Support Services only for the most current, generally available release of the Software.

(b) Licensee must purchase and/or renew Support Services at the same level of Support for all of the licenses for a particular Software product or suite that has been installed in a given environment, such as test, development, QA, or production (i.e. Licensee cannot purchase Premium Support for only one license of Software in its lab and purchase another level support for other Software licenses in that environment).

(c) This Agreement will automatically update to VMware's then-current Support Services terms and conditions set forth at [REDACTED] upon Licensee's

renewal of Support Services.

2.4 Exclusions

(a) Support Services do not cover problems caused by the following:

- (i) Unusual external physical factors such as inclement weather conditions that cause electrical or electromagnetic stress or a failure of electric power, air conditioning or humidity control; neglect; misuse; operation of the Software with any other software, hardware, technology, data, or other materials not in accordance with the manufacturer's specifications; or causes other than ordinary use;
- (ii) Use of the Software that deviates from any operating procedures as specified in the Documentation;
- (iii) Third Party Materials, other than the interface of the Software with the Third Party Materials;
- (iv) Modified Code;
- (v) Issues relating to Software offered as a Service ("SaaS"), or other "X"aaS offerings;
- (vi) Any customized deliverables, including diagnostic tools, created by VMware, VMware partners or third-party service providers specifically for Licensee as part of consulting services; or
- (vii) Use of the Software with unsupported tools (i.e., Java Development Kit (JDK); Java Runtime Environment (JRE)), APIs, interfaces or data formats other than those included with the Software and supported as set forth in the Documentation.

Licensee may request assistance from VMware for such problems, for an additional fee.

(b) In the event that VMware suspects that a reported problem may be related to Modified Code, VMware, may, in its sole discretion, (i) request that the Modified Code be removed, and/or (ii) inform Licensee that additional assistance may be obtained by Licensee directly from various product discussion forums or by engaging VMware's consulting services group for an additional fee.

2.5 Licensee Responsibilities. VMware's obligations regarding Support Services are subject to the following:

(a) Licensee agrees to receive from VMware communications via e-mail, telephone, web,

and other formats, regarding Support Services (such as communications concerning support coverage, Errors or other technical issues and the availability of new releases of the Software and training options).

(b) Licensee's technical contact shall cooperate to enable VMware to deliver the Support Services.

(c) Licensee is solely responsible for the use of the Software by its personnel and Third Party Agents, and shall properly train its personnel and Third Party Agents in the use and application of the Software.

(d) Licensee shall promptly report to VMware all problems with the Software, and shall implement any corrective procedures provided by VMware promptly after VMware's provisioning thereof.

(e) Licensee is solely responsible for protecting and backing up the data and information stored on the computers on which the Software is used and should confirm that such data and information is protected and backed up in accordance with any internal or regulatory requirements as applicable, before contacting VMware for Support Services. VMware is not responsible for lost data or information in the event of errors or other malfunction of the Software or computers on which the Software is used.

(f) Licensee will have dedicated resources available to work on a 24x7 basis on Severity One Errors.

3. Support Service Offerings and Fees

3.1 Support Service Fee Terms. Fees for Support Services are specified in the applicable Quote or Order, and are non-refundable.

3.2 Advanced Support Service Offerings. Certain Support Services, including the VMware Tanzu Business Critical Support offering available at [REDACTED], require that Licensee also purchases the Premium Support Service for that offering.

3.3 Open Source Licenses. Support Services for components of Software that are subject to open source licenses may be subject to additional policies set forth in the VMware Open Source Software Support terms available at [REDACTED]

4. Data Collection and Usage. VMware may collect, use, store and transmit technical and related information regarding Licensee's use of the Software, solely to facilitate VMware's provisioning of Support Services to Licensee. Any correspondence and log files generated

in conjunction with a request for Support Services should not contain any sensitive, confidential or personal information. [Last Update: April 14, 2020]

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace 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:

- a. **Time and Materials.** The total estimated fee for this engagement is [REDACTED] as per the table below, exclusive of travel and related expenses ("T&E"), and exclusive of applicable taxes. Time and Materials ("T&M") Services are reflected as a daily rate and based on an 8 hour day.
- b. **Travel and Expenses. The Supplier** will invoice the Buyer for actual travel and related expenses (T&E) incurred by the Supplier and taxes on a monthly basis. Unless otherwise agreed upon in writing, such travel and related expenses will be in accordance with Annex B of the Buyer's travel and expenses policy issued in October 2019. As an exception to this policy, and in line with health and safety guidance during the Covid-19 crisis, the use of taxis will be permitted.

Role	SKU	Staff count	Total Days (Estimate)	Day Rate (£)	Special Rate (£)	Total Cost (£)
Pivotal Engineer	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal Product Manager	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal Product Designer	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal Client Liaison	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal Architect	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Program Manager	SVC-1044	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal PCFS Architect	SVC-1038	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
Pivotal PCFS Product Manager	SVC-1038	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Pivotal PCFS Client Liaison	SVC-1038					
Pivotal Engineer (0 Rate)*	SVC-1044					
Pivotal Architect (0 Rate)*	SVC-1044					
Subtotal (T&M Services)						
T&E will be as per Annex B of the Buyer's policy and will be capped at no more than						
Total Service Estimate						



VMware UK
Flow 1 & 2, River Park Avenue
Staines-Upon-Thames
TW18 3FA United Kingdom

Final (Approved)
Quote Prepared By: [REDACTED]
Email: [REDACTED]
Quote #: [REDACTED]
Payment Term: Net 30
Printed On Date: 29-Apr-2020

Bill To:
Department of Health & Social Care

Sold To:
Department of Health & Social Care

Ship To:

ACCOUNTS PAYABLE
1st Floor South
39 Victoria Street
Westminster
London, SW1H 0EU
United Kingdom
[REDACTED]

SKU	Product	Description	Qty	UOM	List Price Per Unit	Total List Price	Discount (%) of List	Discount Price	Subscription Period	Total
SSS-1018	Operations Manager	Annual Subscription Fee for Operations Manager	[REDACTED]							
SSS-1021	Pivotal Services Suite	Annual Subscription Fee for (5-pack) Data Services Suite								
SSS-1016	VMware Tanzu Application Service for VMs	Annual Subscription Fee for VMware Tanzu Application Service for VMs								

[REDACTED]	All Prices in GBP		
	Sub-Total	[REDACTED]	[REDACTED]
	Estimated Tax	[REDACTED]	[REDACTED]
	Total	[REDACTED]	[REDACTED]

This Quote is subject to the terms and conditions specified in the applicable signed agreement between the legal entity that issued this Quote and Customer, or, if none, to the applicable, then-current, standard terms and conditions for the products or services, as follows:

- Subscription Licenses are subject to the terms and conditions set forth at https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/downloads/eula/universal_eula.pdf. All Subscription License are non-cancelable and non-refundable. Additional details of the support options, units of measure, use rights, policies and restrictions governing Subscription Licenses are set forth in the Product Guide available at <https://www.vmware.com/download/eula/product-guides.html>.
- Non-Custom Services (absent a signed Statement of Work) are subject to the terms and conditions in the applicable Service Brief and at <https://www.vmware.com/content/dam/digitalmarketing/vmware/en/pdf/professional-services/vmware-general-terms-and-conditions-professional-services.pdf>. Service Briefs are available at <https://tanzu.vmware.com/content/pivotal-labs-datasheets>.
- Custom Services are subject to the terms and conditions set forth in the applicable Statement of Work.
- Non-Custom Education and Training Services are subject to the terms and conditions in the applicable Education Brief and at <https://tanzu.vmware.com/training/terms>. Education Briefs for nonCustom Education and Training Services are available at <https://tanzu.vmware.com/content/education-briefs>.
- Course Material Subscriptions are subject to the terms and conditions at <https://tanzu.vmware.com/training/terms>.
- Custom Education and Training Services are subject to the terms and conditions set forth in the applicable Statement of Work.
- If the applicable signed agreement applies to Services, such agreement shall apply to Custom and Non-Custom Education and Training along with the following additional term: Customer may not record, reproduce or distribute any course materials.
- Use of Pivotal Tracker is subject to the terms and conditions set forth at https://www.pivotaltracker.com/policy/tracker_agreement.

If Customer and the legal entity that issued this Quote agree to renew the Subscription License, Customer agrees that there shall be no gap between the end date of the Subscription Period and the start date of the renewal Subscription Period.

If this Quote accompanies an agreed order form or statement of work, and there is a conflict between the terms and conditions of this Quote and the order form or statement of work, the terms of the order form or statement of work shall control.

Pricing is valid for thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges unless otherwise specifically listed on this Quote.

Customer may accept this Quote by issuing a Purchase Order in respect of this Quote to the legal entity that issued this Quote (identified above). The Purchase Order should include the Quote #. If there is any conflict between the terms and conditions of the Purchase Order and the Quote, the terms of this Quote shall control. Do not issue a Purchase Order if you do not agree to the terms and conditions in this Quote.

In December 2019, Pivotal was acquired by VMware. If this Quote is issued by a VMware legal entity but Customer's applicable signed agreement was signed with a Pivotal legal entity, such agreement shall apply as between Customer and the VMware legal entity that issued this Quote. If this Quote is issued by a Pivotal legal entity, all references to "VMware" in the preceding paragraphs shall be read as references to such Pivotal legal entity.



VMware UK
Flow 1 & 2, River Park Avenue
Staines-Upon-Thames
TW18 3FA United Kingdom

Final (Approved)
Quote Prepared By: [REDACTED]
Email: [REDACTED]
Quote #: [REDACTED]
Payment Term: Net 30
Printed On Date: 29-Apr-2020

Bill To:
Department of Health & Social Care

ACCOUNTS PAYABLE
1st Floor South
39 Victoria Street
Westminster
London, SW1H 0EU
United Kingdom

Sold To:
Department of Health & Social Care

Ship To:

SKU	Product	Description	Qty	UOM	List Price Per Unit	Total List Price	Discount (%) of List	Discount Price	Subscription Period	Total
SVC-1044	Custom VMware Pivotal Labs App Services	Fee for Expenses								
SVC-1044	Custom VMware Pivotal Labs App Services	Services Fee for Custom VMware Pivotal Labs App Services								
SVC-1038	Custom VMware Pivotal Labs Platform Services	Services Fee for Custom VMware Pivotal Labs Platform Services								
SVC-1038	Custom VMware Pivotal Labs Platform Services	Fee for Expenses								

Final (Approved)

SVC-1238	VMware Pivotal Labs Modern Platform Governance (8 Weeks Remote)	Services Fee for VMware Pivotal Labs Modern Platform Governance (8 Weeks Remote)						
SVC-1238	VMware Pivotal Labs Modern Platform Governance (8 Weeks Remote)	Fee for Expenses						

	All Prices in GBP	
	Sub-Total	
	Estimated Tax	
	Total	

This Quote is subject to the terms and conditions specified in the applicable signed agreement between the legal entity that issued this Quote and Customer, or, if none, to the applicable, then-current, standard terms and conditions for the products or services, as follows:

- Subscription Licenses are subject to the terms and conditions set forth at [REDACTED] All Subscription License are non-cancelable and non-refundable. Additional details of the support options, units of measure, use rights, policies and restrictions governing Subscription Licenses are set forth in the Product Guide available at [REDACTED]
- Non-Custom Services (absent a signed Statement of Work) are subject to the terms and conditions in the applicable Service Brief and at [REDACTED] Service Briefs are available at [REDACTED]
- Custom Services are subject to the terms and conditions set forth in the applicable Statement of Work.
- Non-Custom Education and Training Services are subject to the terms and conditions in the applicable Education Brief and at [REDACTED] Briefs for nonCustom Education and Training Services are available at [REDACTED].

- Course Material Subscriptions are subject to the terms and conditions at [REDACTED]
- Custom Education and Training Services are subject to the terms and conditions set forth in the applicable Statement of Work.
- If the applicable signed agreement applies to Services, such agreement shall apply to Custom and Non-Custom Education and Training along with the following additional term: Customer may not record, reproduce or distribute any course materials.
- Use of Pivotal Tracker is subject to the terms and conditions set forth at [REDACTED]

If Customer and the legal entity that issued this Quote agree to renew the Subscription License, Customer agrees that there shall be no gap between the end date of the Subscription Period and the start date of the renewal Subscription Period.

If this Quote accompanies an agreed order form or statement of work, and there is a conflict between the terms and conditions of this Quote and the order form or statement of work, the terms of the order form or statement of work shall control.

Pricing is valid for thirty (30) days from the date of this Quote and does not include any applicable taxes or freight charges unless otherwise specifically listed on this Quote.

Customer may accept this Quote by issuing a Purchase Order in respect of this Quote to the legal entity that issued this Quote (identified above). The Purchase Order should include the Quote #. If there is any conflict between the terms and conditions of the Purchase Order and the Quote, the terms of this Quote shall control. Do not issue a Purchase Order if you do not agree to the terms and conditions in this Quote.

In December 2019, Pivotal was acquired by VMware. If this Quote is issued by a VMware legal entity but Customer's applicable signed agreement was signed with a Pivotal legal entity, such agreement shall apply as between Customer and the VMware legal entity that issued this Quote. If this Quote is issued by a Pivotal legal entity, all references to "VMware" in the preceding paragraphs shall be read as references to such Pivotal legal entity.

Part B - Terms and conditions

The Services are governed by the terms of the agreed SOW together with the terms located at

[REDACTED] VMware Services Terms”) and the terms outline below with the VMware Services Terms taking priority over the SOW in the event of any conflict. The Subscription Licences are governed by the terms located at [REDACTED] EULA”) and the terms outlined below with the EULA taking priority in the event of a conflict.

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)

- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the

terms of the Call-Off Contract and the Supplier's Application.

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

4. Supplier staff

- 4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- 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 if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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:
- 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 [REDACTED]

- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of [REDACTED] for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of [REDACTED] for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

- a broker's verification of insurance
- receipts for the insurance premium
- 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:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- 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:

- premiums, which it will pay promptly
- excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - 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
 - buy a licence to use and supply the Services which are the subject of the alleged

infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

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

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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

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

- 13.1 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.3 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 policy and all Buyer requirements in the Order Form.
- 13.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 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.
- 13.8 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.

- 13.9 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 available 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:
- 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
 - 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 CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer 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, available at <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:
- an executed Guarantee in the form at Schedule 5
 - 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:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 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
 - an Insolvency Event of the other Party happens
 - 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:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
 - 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:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
 - 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
 - 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

- work with the Buyer on any ongoing work
- 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's

methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - 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:
- 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
 - 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
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - 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:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort

(including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - 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:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements

- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have

to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- work proactively and in good faith with each of the Buyer's contractors
 - 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 The Parties acknowledge that for the purposes of the Data Protection Legislation and this Call-Off Contract, the Buyer is the Controller and the Supplier is the Processor.
- 33.2 The only processing that that the Supplier is authorised to do by the Buyer is set out in Annex 1 (*Processing Personal Data*).

- 33.3 The Supplier shall notify the Buyer immediately if it considers that any of the Buyer's instructions infringe the Data Protection Legislation.
- 33.4 The Supplier shall provide all reasonable assistance to the Buyer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Buyer, include:
- a systematic description of the envisaged Processing and the purpose of the Processing;
 - an assessment of the necessity and proportionality of the Processing in relation to the Services;
 - an assessment of the risks to the rights and freedoms of Data Subjects; and
 - the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 33.5 The Supplier shall, in relation to any Personal Data Processed in connection with its obligations under this Call-Off Contract:
- Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*), unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Buyer before Processing the Personal Data unless prohibited by Law;
 - ensure that it has in place Protective Measures which the Buyer may reasonably reject (but failure to reject shall not amount to approval by the Buyer of the adequacy of the Protective Measures) having taken account of the:
 - i) nature of the data to be protected;
 - ii) harm that might result from a Data Loss Event;
 - iii) state of technological development; and
 - iv) the cost of implementing any measures
 - ensure that:
 - i) the Supplier Personnel do not Process Personal Data except in accordance with this Call-Off Contract (and in particular Annex 1 (*Processing Personal Data*));
 - ii) it takes all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that they:
 - a. are aware of and comply with the Supplier's duties under the Framework Agreement Schedule 4, Clauses 8.79 (*confidentiality*) and 8.18 – 8.27 (*Freedom of Information Act*);

- b. are subject to appropriate confidentiality undertakings with the Supplier or any Sub-processor;
 - c. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Buyer or as otherwise permitted by this Call-Off Contract; and
 - d. have undergone adequate training in the use, care, protection and handling of Personal Data;
- not transfer Personal Data outside of the EU unless the prior written consent of the Buyer has been obtained and the following conditions are fulfilled:
 - i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with GDPR Article 46 as determined by the Buyer;
 - ii) the Data Subject has enforceable rights and effective legal remedies;
 - iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
 - iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the Processing of the Personal Data; and
 - v) at the written direction of the Buyer, delete or return Personal Data (and any copies of it) to the Buyer on termination of this Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.

33.6 Subject to clause 33.7, the Supplier shall notify the Buyer immediately if in relation to it Processing Personal Data under or in connection with this Call-Off Contract it:

- receives a Data Subject Request (or purported Data Subject Request);
- receives a request to rectify, block or erase any Personal Data;
- receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
- receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
- receives a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
- becomes aware of a Data Loss Event.

33.7 The Supplier's obligation to notify under clause 33.6 includes the provision of further information to the Buyer in phases, as details become available.

- 33.8 Taking into account the nature of the Processing, the Supplier shall provide the Buyer with reasonable assistance in relation to either Party's obligations under the Data Protection Legislation and any complaint, communication or request made under clause 33.6 (and insofar as possible within the timescales reasonably required by the Buyer) including by promptly providing:
- the Buyer with full details and copies of the complaint, communication or request;
 - such assistance as is reasonably requested by the Buyer to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
 - the Buyer, at its request, with any Personal Data it holds in relation to a Data Subject;
 - assistance as requested by the Buyer following any Data Loss Event; and/or
 - assistance as requested by the Buyer with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 33.9 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause 33.
- 33.10 The Supplier shall allow for audits of its Data Processing activity by the Buyer or the Buyer's designated auditor.
- 33.11 Before allowing any Sub-processor to Process any Personal Data related to this Call-Off Contract, the Supplier shall:
- notify the Buyer in writing of the intended Subprocessor and Processing;
 - obtain the written consent of the Buyer;
 - enter into a written agreement with the Subprocessor which give effect to the terms set out in this clause 33 such that they apply to the Subprocessor; and
 - provide the Buyer with such information regarding the Subprocessor as the Buyer may reasonably require.
- 33.12 The Supplier shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 33.13 The Buyer may, at any time on not less than 30 Working Days' notice, revise this clause 33 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Call-Off Contract).
- 33.14 The Parties shall take account of any guidance issued by the Information Commissioner's Office. The Buyer may, on not less than 30 Working Days' notice to the Supplier, amend this Call-Off Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 33.15 Subject to clause 24.1, the Supplier indemnifies the Buyer against any and all Losses incurred if the Supplier breaches the terms of this clause 33 and any Data Protection Legislation.
- 33.16 The Buyer acknowledges that it is responsible for determining:

- the amount of Buyer Data and Personal Data provided to the Supplier which shall be no more than the minimum the Supplier requires for the performance of the Services;
- the type of Personal Data processed by the Supplier; and
- the legality and means by which Personal Data is collected by the Buyer including providing any required notices to, and obtaining any necessary consent from, its employees, agents or third parties to whom it extends the benefit of the Services

33.17 The Buyer shall:

- ensure that, where relevant, it shall have appropriate technical and organisational measures in place to prevent unauthorised or unlawful Processing of Personal Data and or accidental loss, destruction or damage to Personal Data;
- comply with its obligations as Controller under the Data Protection Legislation.

33.18 The Supplier shall use reasonable efforts to assist the Buyer to recover lost data where it is in the Supplier's power to do so, where the Buyer provides access to the Supplier and at the Buyer's cost.

33.19 The Buyer has sole responsibility for the legality of any Personal Data collected and the means by which it is acquired, including providing any required notices to, and obtaining any necessary consent from, its employees, agents or third parties to whom it extends the benefits of the Services.

33.20 The Buyer shall hold the Supplier harmless from the liabilities of any other suppliers to the Buyer who are involved in running or supporting the Covid App or the platform and claims from end users, except to the extent that any such liability was caused by the Supplier's breach of any of its obligations under this Call Off Contract or the Law.

Schedule 3 - Collaboration agreement

NOT USED

Schedule 4 - Alternative clauses

NOT USED

Schedule 5 - Guarantee

NOT USED

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none">• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes• created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework

	Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: <ul style="list-style-type: none"> i) (i) the GDPR and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Takes the meaning given in the GDPR
Default	Default is any: <ul style="list-style-type: none"> breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)

	<ul style="list-style-type: none"> other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> acts, events or omissions beyond the reasonable control of the affected Party riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure the event was foreseeable by the Party seeking to rely on Force

	<p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The Government's preferred method of purchasing and payment for low value goods or services https://www.gov.uk/government/publications/government-procurement-card --2.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited Act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the

	performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third-party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security Management Plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7 - GDPR Information

Annex 1 - Processing Personal Data

- 1.1 Buyer's instructions to Supplier with respect to Processing Personal Data are contained in this Annex. 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 Supplier shall comply with any further written instructions with respect to Processing by the Buyer.
- 1.4 Any such further instructions shall be incorporated into this Annex.
- 1.5 Buyer hereby provides written consent under this Annex A for the transfer of Personal Data outside of the EU and Supplier confirms that it has Binding Corporate Rules for Processors.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with clause 33 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>Supplier may have access to Personal Data that the application collects and sends back to Buyer's infrastructure (if any) when Supplier provides support services to Buyer. Buyer solely controls what Personal Data may be collected and sent back to its infrastructure and whether such data is required to be shared with Supplier for the purposes of support.</i></p> <p>In such circumstances, access to the Personal Data will be overseen under terms set by the Buyer or those instructed by them.</p>
Duration of the Processing	<i>Until 31 July 2020</i>
Nature and purposes of the Processing	<i>Supplier may need to access Personal Data to provide the technical support services that are further described in Schedule 1 of this Call-Off Contract.</i>

Type of Personal Data	<i>Buyer solely controls what Personal Data may be accessed, collected and sent back to its infrastructure and whether such Personal Data is required to be processed by Supplier for the purposes of technical support services. Examples here currently include: first three digits of postcode, app user ID and any associated symptom information and messaging service ID.</i>
Categories of Data Subject	<p><i>Buyer solely controls the Data Subjects that Buyer collects Personal Data from.</i></p> <ul style="list-style-type: none"> - Data Subjects are users of the NHS COVID-19 App. The Parties acknowledge that the NHS Covid 19 App is not intended or designed for use by children and that no instructions have been received by the Supplier in respect of the same.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>Supplier expects that: (i) all Buyer Personal Data and Buyer Data will remain on Buyer's systems; and (ii) Buyer will be responsible for controlling Supplier's access to such systems, including disabling access at the expiration of this Call-Off Contract.</i></p> <p>In the unlikely event that any Buyer Personal Data should be in the Supplier's possession on termination of this Call Off Contract, then Supplier shall return such Buyer Personal Data in accordance with clause 33.6 and shall, at the written direction of the Buyer, delete or return such Personal Data (and any copies of it) to the Buyer on termination of this Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.</p>