 Angus MacKay

 Def Comrcl Head Office Business Partner 3-1

Ministry of Defence

Kentigern House

65 Brown Street

Glasgow G2 8EX

United Kingdom

Telephone: 0141 224 2642

Email: Angus.Mackay240@mod.gov.uk

Corporate Project Solutions Limited Your Reference:

Jubilee House

Third Avenue Our Reference:

Marlow 702894450

Bucks

SL7 1EY Date: 4th February 2022

FAO: Duncan Griffin

(Business Development Consultant)

Dear Sir,

**Offer of Contract No. 702894450 through Crown Commercial Service G Cloud 12 RM 1557.12 Lot 2 - Cloud Software -** **Framework Agreement**.

1. You are hereby informed of the Authority’s requirement and you are invited to accept the Offer of Contract detailed in the attached Schedule of Requirements. The Schedule describes the requirements and sets out the Contract terms and conditions which will take effect on acceptance by you of the Authority’s Offer.
2. If you wish to accept this Offer, please complete and sign both copies of the DEFFORM 10 returning one copy to me at the address shown above by post within 10 working days of the date of this Offer. Your acceptance of the Authority’s Offer must be unqualified. If you do not accept the Authority’s Offer within the period specified, then the Authority’s Offer will lapse.
3. No Contract will come into existence until you have accepted the Authority’s Offer in accordance with paragraph 2 above. Accordingly, prior to your unconditional acceptance of this Offer, the Authority shall not be responsible in any way whatsoever for any:
4. work undertaken by you; or
5. costs incurred by you.
6. When you have accepted the Authority’s Offer in accordance with paragraph 2 above, you must proceed with the performance of the Contract.
7. Where no price is stated in the price column of the Schedule of Requirements:
8. You must submit your quotation (supported where appropriate by a Certified Statement of Costs) as soon as practicable so that prices can be fixed in accordance with the provisions for price fixing contained in the Contract. In order to assist with pricing, your quotation must include an analysis showing the way in which you have built up your price(s). The analysis should show the amounts included under such headings as: Direct Labour (man hours and wage rates); Overheads; Materials; Bought out parts; Sub-contracted work; Special Jigs, tools etc; and Profit.
9. You must identify separately amounts in respect of work placed with subsidiary companies or firms. You must also identify separately any other relevant information or explanations, e.g. of amounts included for contingencies, and provide explanations of these. In particular, if the wage rates or overhead rates are not those last agreed with the Authority, you must give an explanation of the basis on which they have been calculated.
10. The Authority may publish notification of the Contract and shall publish Contract documents under the FOI Act except where publishing such information would hinder law enforcement; would otherwise be contrary to the public interest; would prejudice the legitimate commercial interest of any person, or might prejudice fair competition in the supply chain
11. If you wish to make a similar announcement you must seek approval from the named Commercial Officer.
12. Under no circumstances should you confirm to any third party the fact of your acceptance of this Offer of Contract prior to informing the Authority of your acceptance, and / or ahead of the Authority's announcement of the Contract award.
13. Nothing contained in this Offer and in the attached Schedule shall be construed as notifying or implying acceptance by the Authority of any estimated or suggested price or of any condition of Contract which may have been referred to orally or in writing in any previous discussion or correspondence.

Yours faithfully

Angus MacKay

Senior Commercial Manager

DEFFORM 10B

(Edn 07/18)

Ministry of Defence

**Acceptance of Offer of Contract**

To: Corporate Project Solutions Limited

We acknowledge receipt of your Authority’s Letter of Offer, reference 702894450 dated …………., with associated documents and confirm that we accept the offer contained therein. We understand that by accepting the Authority’s offer, we are entering into a legally binding Contract. We agree that any other terms and conditions or any general reservations, which may be printed on any of our correspondence in connection with this work, shall not be applicable to the Contract. We confirm that we are proceeding with the work.

We agree that the Contract shall be subject to English Law (DEFCONs 529 and 530) unless we tick a preference for Scots Law (DEFCONs 529a and 530a).

|  |
| --- |
| **Offer and Acceptance** |
| A) **Offer**Contract No 702894450 constitutes an offer by the Authority for the supplier to supply the Deliverables. This is open for acceptance by the supplier until 13.02.2022 By signing below the Contractor agrees to be bound by the attached Contract terms and conditions. | B) **Acceptance of Offer of Contract** I acknowledge receipt of the Authority’s Contract letter reference 702894450I confirm that I accept the Offer it contains and agree to be bound by its terms. |
| Signed by: Name (Block Capitals): ANGUS MACKAYPosition: HO-BP3-1For and on behalf of the AuthorityAuthorised Signatory: (electronically signed)Date: 4.2.2022 | Signed by: Name (Block Capitals): Position: For and on behalf of Authorised Signatory:Date[[1]](#footnote-1): |
| C) **Scots law to apply?** Yes [ ]  No x[ ]   |
| D) **Tier 1 Sub-Contractor data**:[[2]](#footnote-2)Name …………………..  value of work (£ ex VAT) …………………  Location Of Work ……………SME: Yes / NoName …………………..  value of work (£ ex VAT) …………………  Location Of Work ……………SME: Yes / NoName …………………..  value of work (£ ex VAT) …………………  Location Of Work ……………SME: Yes / NoName …………………..  value of work (£ ex VAT) …………………  Location Of Work ……………SME: Yes / NoName …………………..  value of work (£ ex VAT) …………………  Location Of Work ……………SME: Yes / No |



**CONTRACT NO : 702894450**

**Crown Commercial Service – G Cloud 12 RM1557.12 Lot 2 – Cloud Software** **Framework Agreement**

**MOD Call Off Framework Contract No 702894450**

**Provision of MS Project Online and MS Power BI (Project Management and Reporting Tool)**

**(Dynamic Marketplace)**

**Schedule 1 - Order Form**

**CONTRACT ORDER FORM**

This Contract Order Form is issued in accordance with the provisions of the Crown Commercial Service G Cloud 12 RM 1557.12 Lot 2 Cloud Software Dynamic Marketplace (DMP)

Agreement for the Provision of MS Project Online and MS Power BI (Project Management and Reporting Tool)

Dated

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Contract.

For the avoidance of doubt this Contract consists of the terms set out in this Contract Order Form and the Contract Terms

**DYNAMIC MARKETPLACE (DMP) CALL OFF CONTRACT**

##

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

Part A: Order Form …………………………………………………………………………

Schedule 1: Services………………………………………………………………………….

Schedule 2: Call-Off Contract charges………………………………………………………

Part B: Terms and conditions………………………………………………………………...

Schedule 3: Collaboration agreement……………………………………………………….

Schedule 4: Alternative clauses………………………………………………………………

Schedule 5: Guarantee………………………………………………………………………..

Schedule 6: Glossary and interpretations…………………………………………………..

Schedule 7: GDPR Information………………………………………………………………

Schedule 8: Statement of Requirement…………………………………………………….

Annex A to Statement of Requirement – Tasking Order Form…………………………..

Schedule 9: Additional MOD DEFCONS and DEFFORMS………………………………

DEFFORM 111-Addresses and Packaging…………………………………………………

Annex A to Schedule 8 – Template for Implementation Plan……………………………..

* Part A: Order Form

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

|  |  |
| --- | --- |
| **Digital Marketplace service ID number** | 5906 1008 0091 115 |
| **Call-Off Contract reference** | 702894450 |
| **Call-Off Contract title** | Provision of MS Project Online and Power BI Project Management and Reporting Tool. |
| **Call-Off Contract description** | External Assistance to support the build and introduction of an instance and associated reporting using MOD’s current software tools with the aim of increasing the effectiveness of Portfolio and Project Management, reporting, transparency and holding to account.  |
| **Start date** | 14.2.22 |
| **Expiry date** | 13.8.22 |
| **Call-Off Contract value** | £192,195.00 |
| **Charging method** | i.a.w Crown Commercial Service G Cloud 12 RM 1557.12 Lot 2 Cloud Software (Digital Marketplace) |
| **Purchase order number** | TBC once Supplier is onboarded to Exostar/CP&F |

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

|  |  |
| --- | --- |
| **From the Buyer** | Ministry of Defence+ 44 (0)141 224 2642Buyer’s main address:Room 2.1.01,Kentigern House,65 Brown Street, GLASGOW G2 8EX |
| **To the Supplier** | Corporate Project Solutions Limited(FAO: Duncan Griffin-Business Development Consultant)Telephone Number: +44 1628 321 282Mobile Number +44 7580 101725Supplier’s Address:CPSJubilee HouseThird AvenueMarlowBucksSL7 1EYCompany number:03014568 |
| **Together the ‘Parties’** |

* Principal contact details

**For the Buyer:**

Title: Senior Commercial Manager, Def Comrcl HO BP3-1

Name: Angus MacKay

Email: angus.mackay240@mod.gov.uk

Phone: +44 (0) 0141 224 2642

**For the Supplier:**

Title: Business Development Consultant

Name: Duncan Griffin

Email: Duncan.Griffin@CPS.co.uk

Phone: +44 7580 101725 or +44 1628 321 282

* Call-Off Contract term

|  |  |
| --- | --- |
| **Start date**  | This Call-Off Contract Starts on **14 February 2022** and is valid for **6 months**.  |
| **Ending (termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6).The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | This Call-off Contract will only be extended in the event the Contracting Authority issues either a proposed amendment, and accepts a proposal from that or alternatively issues an offer of amendment to the Supplier. |

* 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 2: Cloud Software

<https://www.crowncommercial.gov.uk/agreements/RM1557.12> |
| **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:. Project Management and Planning. Operations Management. Analytic and Business intelligence. Quality Assurance & Performance testing. Training. Ongoing Support |
| **Additional Services** | The Authority reserves the right to request Additional/Optional Services during the contract period which will be charged at Corporate Project Solutions Limited rates i.a.wCrown Commercial Service G Cloud 12 RM 1557.12 Lot 2 Cloud Software (Digital Marketplace) rates. |
| **Location** | The Services will be delivered to~~.~~Schedule 1 – Statement of Requirement |
| **Quality standards** | The quality standards required for this Call-Off Contract are that the Supplier Corporate Project Solutions Limited is certified to Cyber Essentials Plus and is compliant with Annex A to the Statement of Requirement and GDPR. |  |
| **Technical standards:** | The technical standards used as a requirement for this Call-Off Contract are as per SOR. |  |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are **as per SOR.**<https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/93186/716340544291019-service-definition-document-2020-07-15-0946.pdf>  |  |
| **Onboarding** |  |  |
| **Offboarding** |  |  |
| **Collaboration agreement** | N/A |  |
| **Limit on Parties’ liability** | The annual total liability of either Party for all Property Defaults will not exceed 125% of the Total Contract Value of £192,195.00.The annual total liability for Buyer Data Defaults will not exceed 125% of the Total Contract Value.The annual total liability for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).  |  |
| **Insurance** | The insurance(s) required will be:. [a minimum insurance period of [6 years] following the expiration or Ending of this Call-Off Contract]. [professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000.00 for each individual claim or any higher limit the Buyer requires (and as required by Law)]. [employers’ liability insurance with a minimum limit of £5,000,000.00 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 21 consecutive days.  |  |
| **Audit** | The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.7.6 The Supplier’s records and accounts will be kept until the latest of the following dates:. 7 years after the date of Ending or expiry of this Framework Agreement.. 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End. |  |
| **Buyer’s responsibilities** | No additional responsibilities. |  |
| **Buyer’s equipment** | N/A |  |

* Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners** | The following is a list of the Supplier’s Subcontractors or Partners. N/A |

* 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 via MOD’s Purchasing and Payment System CP&F. |
| **Payment profile** | The payment profile for this Call-Off Contract is Subject to the Supplier being onboarded to Exostar/CP&F and in Compliance with DEFCON 522 (Payment & Recovery of Sums Due) payment for licences fees will be annually in advance. This shall fall due on the Contract signature date. Implementation fees are to be paid upon satisfactory delivery of the solution and MOD’s acceptance of UAT, at ready for *Go Live* of the system and within 3 months from Contract signature, in so far as any delay has been out with the control of the Supplier. |
| **Invoice details** | Once onboarded to Exostar/CP&F the Supplier will issue electronic invoices according to the payment schedule. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. Invoices will be uploaded onto Exostar by the Supplier once the Commercial Officer has created a Purchase Order. |
| **Who and where to send invoices to** | Invoices will be sent toSO1 Ops & Plans, People Transformation-People Portfolio Office (PPfO) (see DEFFORM 111 for details) |
| **Invoice information required**  | Please include the Contract Reference 702894450 On any invoice and the Purchase Order that will be supplied to you by Commercial. Exostar will ask you for your GAX Code: |
| **Invoice frequency** | Invoice will be sent to the Buyer - As defined in Schedule 2. |
| **Call-Off Contract value** | The total value of this Call-Off Contract is £192,195.00. |
| **Call-Off Contract charges** | The breakdown of the Charges is available in Schedule 2 – Pricing Schedule. |

* Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the Service and Deliverables** | This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: N/A* Test site available within 4 weeks
* Live site available in 6 weeks of contract start
* Staff Training to start within 3 weeks of contract
* Initial PowerBI reports available for testing within 5 weeks of contract start
 |
| **Guarantee** | N/A |
| **Warranties, representations** | N/A |
| **Supplemental requirements in addition to the Call-Off terms** | N/A |
| **Alternative clauses** | N/A |
| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | Within the scope of the Call-Off Contract, the Supplier, alongside the G-Cloud 12 Terms and Conditions the below Ministry of Defence DEFCONS/DEFORMS will also apply:[https://www.gov.uk/guidance/knowledge-in-defence-kid](https://eur01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fguidance%2Fknowledge-in-defence-kid&data=02|01|Karin.Nicholson932%40mod.gov.uk|796b844c74254aa24a4708d725606a3d|be7760ed5953484bae95d0a16dfa09e5|0|0|637018968333059298&sdata=EUCxi6Ma9Vg04Ofg4ZhPpG029G2HtgT01jlrzC%2FPhxg%3D&reserved=0)DEFCON 522 (Edn 11/17)-Payment and Recovery of Sums DueDEFCON 532A (Edn 04/20)-Protection pf Personal DataDEFCON 658 (Edn 09/21) – CyberDEFFORM 111 (Edn 07/21) – Appendix – Addresses and Other Information (Annex A to Order Form)Within the scope of the Call-Off Contract, the Supplier agrees to providing the following changes to the Call-Off Contract Terms:Clause 11.2 The Authority accepts that this will relate only to the period of the Contract.Clauses 11.3, 15.1 and 15.2 Open Source is not acceptable to this particular Call-Off Contract. |
| **Public Services Network (PSN)** | N/A |
| **Personal Data and Data Subjects** | Annex 1 of Schedule 7 applies |

 1. Formation of contract

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

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

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

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

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.

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

|  |  |  |
| --- | --- | --- |
| **Signed** | Supplier | Buyer |
| **Name** | [**Enter name**] | Angus MacKay |
| **Title** | [**Enter title**] | Senior Commercial Manager |
| **Signature** |  |  |
| **Date** | [**Enter date**] | 4th February 2022 |

 Schedule 1: Services

**Ministry of Defence MS Project Online and PowerBI Project Management and Reporting Tool (Software as a Service)**

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:

**SCHEDULE 2 – PRICING**

**PROJECT ONLINE INSTANCE BUILD AND REPORTING TOOL DEVELOPMENT COSTS**

|  |  |  |
| --- | --- | --- |
| **ITEM**   | **DESCRIPTION**  |  **DATE: WEF 14TH FEBRUARY 2022 TO 13TH AUGUST 2022** |
|      1     | Initial Development and Set Up; to satisfy the requirements specified within Statement of Requirement, please provide a price breakdown to include:  Reporting Database  Dashboards  Management Reporting Function  Training Standard Cost Application Help Desk  Help Function    Provision of firm person day rate card (by grade) to undertake developments to the system as pre-defined and tasked by the Designated Officer in support of Item 3 Grades of potential work team and Rates:    PPM Architect  ACM Consultant  PPM ConsultantTrainingProject Manager                             |   £192,195.00 See below Man Day Rate Table of Costs See below Man Day Rate Table of Costs See below Man Day Rate Table of Costs See below Man Day Rate Table of Costs See below Man Day Rate Table of Costs |
|    2         | Support & Development of scheduling and resourcing on any/all of products to be agreed between DPT/PfO and Defence Commercial by Tasking Form prior to work commencing.   | To be costed using person day rates approved by DPT prior to commencement    |

Duration of contract - 6 months

|  |  |  |  |
| --- | --- | --- | --- |
| Role | Days | Rate | Total |
| PPM Architect | Redacted | Redacted | Redacted |
| ACM Consultant | Redacted | Redacted |  Redacted |
| PPM Consultant | Redacted | Redacted  |  Redacted |
| Training | Redacted | Redacted |  Redacted |
| Project Manager | Redacted | Redacted |  Redacted |
| Total ex VAT |  |   | £192195.00  |

Professional services are provided on a time and materials basis and will be invoiced monthly in arrears based on time spent on contract.

Late changes to agreed schedules for work will result in resources which cannot be utilised. If the Client cancels any planned work within five Business Days of the agreed scheduled dates they will incur the full charge for the work; whether the work is conducted or not in the future.

Travel Cost at MOD rates (currently 25p per mile after the first 5 miles). Other modes of transport must be the most cost-effective means. All travel costs to be prior approved by the Project Team.

Customer Benefits

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

[G-Cloud 12 Customer Benefits Record](https://docs.google.com/forms/d/e/1FAIpQLSfQ3VeAMCIYNur4FoZxzn1F5BDkOTxFNK-4qbTlHVcyGqTgpw/viewform)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

* 4.1 (Warranties and representations)
* 4.2 to 4.7 (Liability)
* 4.11 to 4.12 (IR35)
* 5.4 to 5.5 (Force majeure)
* 5.8 (Continuing rights)
* 5.9 to 5.11 (Change of control)
* 5.12 (Fraud)
* 5.13 (Notice of fraud)
* 7.1 to 7.2 (Transparency)
* 8.3 (Order of precedence)
* 8.6 (Relationship)
* 8.9 to 8.11 (Entire agreement)
* 8.12 (Law and jurisdiction)
* 8.13 to 8.14 (Legislative change)
* 8.15 to 8.19 (Bribery and corruption)
* 8.20 to 8.29 (Freedom of Information Act)
* 8.30 to 8.31 (Promoting tax compliance)
* 8.32 to 8.33 (Official Secrets Act)
* 8.34 to 8.37 (Transfer and subcontracting)
* 8.40 to 8.43 (Complaints handling and resolution)
* 8.44 to 8.50 (Conflicts of interest and ethical walls)
* 8.51 to 8.53 (Publicity and branding)
* 8.54 to 8.56 (Equality and diversity)
* 8.59 to 8.60 (Data protection
* 8.64 to 8.65 (Severability)
* 8.66 to 8.69 (Managing disputes and Mediation)
* 8.80 to 8.88 (Confidentiality)
* 8.89 to 8.90 (Waiver and cumulative remedies)
* 8.91 to 8.101 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
* any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.2.2 a reference to ‘CCS’ will be a reference to ‘the Buyer’

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

5. Due diligence

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

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

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

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

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

6. Business continuity and disaster recovery

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

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

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

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

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there’s an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn’t possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer’s volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer’s ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer’s right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can’t comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can’t obtain the grant of a licence acceptable to the Buyer.

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

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

11.5.2 Supplier’s performance of the Services

11.5.3 use by the Buyer of the Services

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

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

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

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

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

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

11.7.3 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

obligations.

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

the Government Security Classification policy: https:/www.gov.uk/government/publications/government-security-classifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on

Risk Management[:](https://www.cpni.gov.uk/content/adopt-risk-management-approach)

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

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

13.6.3 the National Cyber Security Centre’s (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

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

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

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

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

13.6.6 buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

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

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN’s security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise[.](https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary)

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier’s expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer’s expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer’s control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier’s avoidable costs or Losses

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

* + 7 (Payment, VAT and Call-Off Contract charges)
	+ 8 (Recovery of sums due and right of set-off)
	+ 9 (Insurance)
	+ 10 (Confidentiality)
	+ 11 (Intellectual property rights)
	+ 12 (Protection of information)
	+ 13 (Buyer data)
	+ 19 (Consequences of suspension, ending and expiry)
	+ 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
	+ 8.44 to 8.50 (Conflicts of interest and ethical walls)
	+ 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

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

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

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

21.6 The Supplier acknowledges that the Buyer’s right to extend the Term beyond 24 months is subject to the Buyer’s own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier’s additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

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

25.2 The Supplier will use the Buyer’s premises solely for the performance of its obligations under this Call-Off Contract.

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

 29. The Employment Regulations (TUPE)

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

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

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

29.2.11 outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably

requested by the Buyer

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

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

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

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

29.6.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

 31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

* Schedule 3: Collaboration agreement

Not used/Not Applicable

* Schedule 4: Alternative clauses

Not used/Not Applicable

* Schedule 5: Guarantee

Not used/Not Applicable

* 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** | For each Party, IPRs:* 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

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. |
| **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:* 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 TaxAct 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| **Controller** | Takes the meaning given in the GDPR. |
| **Crown** | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| **Data Protection Impact Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| **Data Protection Legislation (DPL)** | Data Protection Legislation means:(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time(ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy(iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner |
| **Data Subject** | Takes the meaning given in the GDPR |
| **Default** | Default is any:* breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)
* other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract

Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer. |
| **Deliverable(s)** | The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract. |
| **Digital Marketplace** | The government marketplace where Services are available for Buyers to buy. ([https://www.digitalmarketplace.service.gov.uk](https://www.digitalmarketplace.service.gov.uk/)/) |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) which implements the Acquired Rights Directive. |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental Information Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract. |
| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool. |
| **Employment Status Indicator test tool or ESI tool** | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:<https://www.gov.uk/guidance/check-employment-status-for-tax> |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any:* 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

The following do not constitute a Force Majeure event:* any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain
* any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure
* the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into
* any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
 |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.12 together with the Framework Schedules. |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| **Freedom of Information Act or FoIA** | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| **G-Cloud Services** | The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| **GDPR** | General Data Protection Regulation (Regulation (EU) 2016/679) |
| **Good Industry Practice** | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. |
| **Government Procurement Card** | The government’s preferred method of purchasing and payment for low value goods or services.  |
| **Guarantee** | The guarantee described in Schedule 5. |
| **Guidance** | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| **Implementation Plan** | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. |
| **Indicative test** | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| **Information** | Has the meaning given under section 84 of the Freedom of Information Act 2000. |
| **Information security management system** | The information security management system and process developed by the Supplier in accordance with clause 16.1. |
| **Inside IR35** | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |
| **Insolvency event** | Can be:* 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:* 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:* the supplier's own limited company
* a service or a personal service company
* a partnership

It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **IPR claim** | As set out in clause 11.5. |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| **Know-How** | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier’s or CCS’s possession before the Start date. |
| **Law** | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| **LED** | Law Enforcement Directive (EU) 2016/680. |
| **Loss** | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly. |
| **Lot** | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| **Management Charge** | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| **Management Information** | The management information specified in Framework Agreement section 6 (What you report to CCS). |
| **Material Breach** | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| **Ministry of Justice Code** | The Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended. |
| **Order** | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes. |
| **Order Form** | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |
| **Ordered G-Cloud Services** | G-Cloud Services which are the subject of an order by the Buyer. |
| **Outside IR35** | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |
| **Party** | The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly. |
| **Personal Data** | Takes the meaning given in the GDPR. |
| **Personal Data Breach** | Takes the meaning given in the GDPR. |
| **Processing** | Takes the meaning given in the GDPR. |
| **Processor** | Takes the meaning given in the GDPR. |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:* 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:
	+ under the Bribery Act 2010
	+ under legislation creating offences concerning Fraud
	+ at common Law concerning Fraud
	+ committing or attempting or conspiring to commit Fraud
 |
| **Project Specific IPRs** | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs. |
| **Property** | Assets and property including technical infrastructure, IPRs and equipment. |
| **Protective Measures** | Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it. |
| **PSN or Public Services Network** | The Public Services Network (PSN) is the government’s high-performance network which helps public sector organisations work together, reduce duplication and share resources. |
| **Regulatory body or bodies** | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. |
| **Relevant person** | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| **Relevant Transfer** | A transfer of employment to which the employment regulations applies. |
| **Replacement Services** | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party. |
| **Replacement supplier** | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| **Security management plan** | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. |
| **Services** | The services ordered by the Buyer as set out in the Order Form. |
| **Service data** | Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data. |
| **Service definition(s)** | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn’t limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement. |
| **Service description** | The description of the Supplier service offering as published on the Digital Marketplace. |
| **Service Personal Data** | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. |
| **Spend controls** | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see<https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service> |
| **Start date** | The Start date of this Call-Off Contract as set out in the Order Form. |
| **Subcontract** | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof. |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| **Sub-processor** | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. |
| **Supplier** | The person, firm or company identified in the Order Form. |
| **Supplier Representative** | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract. |
| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| **Supplier terms** | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier’s Application. |
| **Term** | The term of this Call-Off Contract as set out in the Order Form. |
| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

* Schedule 7: GDPR Information

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

* Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are: TBC

1.2 The contact details of the Supplier’s Data Protection Officer are: Duncan Griffin

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

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

|  |  |
| --- | --- |
| **Descriptions** | **Details** |
| Identity of Controller for each Category of Personal Data |  |
| Duration of the Processing |  |
| Nature and purposes of the Processing | The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment Processing, statutory obligation, recruitment assessment etc] |
| Type of Personal Data | N/A |
| Categories of Data Subject | Suppliers and Users |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | The disposal instructions for the Personal Data to be processed under the Contract are as follows (where Disposal Instructions are available at the commencement of Contract):Data will be retained for as long as an it is the wish of the individual to remain registered (see above concerning automated erasure);Data will be erased at the end of the life of the service (but it may be copied to a replacement service prior to that with the permission of the individual);Erasure will be accomplished by a method to be agreed with the Supplier. |

**SCHEDULE 8**

**STATEMENT OF REQUIREMENT – MS PROJECT ONLINE AND POWER -BI PROJECT MANAGEMENT AND REPORTING TOOL**

**Cyber Protection Certificate (risk assessment) - RAR-821465092**

MS Project Online (POL) and PowerBI Project Management and Reporting Tool

STATEMENT OF REQUIREMENT

Version 1.1

Statement of Requirement for POL and PowerBI P3M Tools

Date 22/11/21

**VERSION CONTROL**

|  |  |  |  |
| --- | --- | --- | --- |
| Date Issued | Version | Author | Reason for Change |
| 22/11/21 | 1.0 | Redacted | Initial Draft |
| 14/12/21 | 1.1 | Redacted | Updated for BC Review |
|  | 1.2 |  | Allow for Pricing Schedule |

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**Part 1 – GENERAL DESCRIPTION**

**Background**

To meet Defence and CDP's needs for effective Portfolio Management and Project Delivery across the Defence People Team (DPT) and the People Function, the Portfolio Office (PfO) have a role to improve Project Delivery processes and expertise across the DPT. By doing so, CDP will have better means to plan and manage resources efficiently, hold to account and supply assurance that outputs are being achieved. This Business Case is for External Assistance to support the build and introduction of an instance and associated reporting using MOD’s current software tools with the aim of increasing the effectiveness of Portfolio and Project Management, reporting, transparency and holding to account. The PfO is currently unable to deliver all its critical outputs as a direct result of the dated and functional limitation of the current P2D2 Database and ad hoc data gathering across the DPT due to various Directorates using different software to manage their projects and programmes.

The PfO requires an **on-line solution** where all sections of the business can provide reports, statistics as well as all submissions hosted, analysed and reported in a user-friendly manner. The PfO requires a **means to automate** the current manual process and have the **ability to interrogate** **and analyse** elements of this data. The PfO requires the ability to incorporate historical data (from P2D2) as well as current (live data) in the production of reports. POL reporting is to allow the DPT and wider Defence direct access to and the ability to access data and relevant reports via PowerBI. Live data in POL must be available to collect and cohere so that a variety of reports can be interrogated by the P3M professionals and SROs within Directorates, as well as more broadly by the PfO and CDP/SLT (Chief of Defence People/Senior Leadership Team).

The business needs are as follows:

* To consolidate business processes and remove current inefficiencies in the labour-intensive production of business outputs, which are currently sub-standard and not meeting the business need.
* Have the access and ability to analyse data across the whole organisation (DPT) but that can link in to the Front Line Commands and other TLBs. This visibility of statistical and trend analysis will support the DPT to enable it to fulfil its commitments to wider Defence, including key key Defence Tasks and Defence Enabling Outputs.

**Business Context**

As the various business sections within the DPT align strategies the expected outputs require that all areas are **reporting in a consistent and cohesive manner**. The PfO currently uses an Excel based database to capture information from various Projects and Programmes. Due to varying data types and ad hoc collection and management of Projects and Programmes, the PfO is unable to deliver it’s P3M core outputs due to insufficient and inconsistent data. A single collection focus using POL with automated reporting through PowerBI will significantly enhance the PfO outputs and allow the PfO to conduct strategic analysis and provide SLT and CDP with strategic choice and options across the People Portfolio. A sole source of data (truth) is essential to manage the Portfolio initiatives as there will be a variety of projects, programmes, initiatives, BaU etc all at varying levels of maturity. There will also need to be sufficient training to ensure P3M consistency along with taxonomy. This will also enable strategic planning to align with Defence objectives and outputs.

**Operating Process**

At present the PfO conducts routine engagements with key Project and Programme Owners to assess current delivery status and key issues/risks associated with varying projects/programmes. This is time-consuming and resource intensive and does not allow time to conduct any meaningful analysis to the data to provide SLT and CDP with strategic choice and understanding. Data is also often out of date and incoherent by the time is has been collected, processed manually using Excel and then processed further into dashboards using MS PowerPoint. Staff spend approximately 80% of their time gathering data and sorting it/creating reports with only 20% of their time able to conduct limited analysis. By using a single data collection program (POL) and **automating reports** and returns (PowerBI), the PfO will be able to conduct the critical analysis to enable strategic business decision-making. By moving to a more Value-added analysis and away from repetitive low value activity, this will ensure that DPT is making the most of staff talent. Retention and staff engagement will also be improved.

**Assumptions**

The DPT and PfO are in the process of continued improvements, pertaining to the business process and business outputs, to consolidate the current ad hoc system of data gathering across the DPT. This will allow project teams to manage their projects/programmes using a single tool and cohere all data to allow for automation of numerous routine reports, both internally within the DPT (CPLT, MPLT, DPLT) as well as externally in wider Defence (ExCo, Defence Board etc). When the improved standardised system is implemented, this would need to be included seamlessly into business practice and process across the DPT. **Collection of data in POL is critical** to enable the production of automated reports, it is therefore assumed that all Directorates within the DPT will use this single tool for data input/collection and collation. Training for personnel in using the data collection tool will be required and central processes and routines for updating data will also need to be established. As the tool will be required to be refreshed automatically (up to 8 times per day), ensuring all P3M personnel regularly update their projects/programmes will be critical. Communication of change to systems and associated processes will be critical and the Communications team will be critical in supporting this outcome supported by Business Managers, Chiefs of Staff and outer offices, as well via P3M personnel across the DPT.

**Aim**

POL and PowerBI reporting will be introduced into the DPT to allow for a single data source and standardised data collection to allow automated reporting and a coherent view across the CDP Portfolio.

**Task Description**

The POL Project Management Instance and PowerBI Reporting Tool will be designed to allow the DPT and other relevant stakeholders direct access and the ability to input data relating to Projects and Programmes (including smaller initiatives and BaU) and allowing appropriate access to various reports and returns. In addition, restricted access for specified ‘sensitive’ projects should be included as an option where required.

Project and Programme Managers will be able to input data via Enterprise Project Type templates through POL which will enable automated reporting through PowerBI. These templates can be adjusted to suit the needs of Directorates as required. A baseline set of data criteria will be included in the templates, with additional information required by Directorates added as required. A data storage area will need to be created within POL, alongside Power Automate flows which will automate the transfer of data from each entity on POL to a central repository that Power BI can then interrogate.

POL will capture text and multiple data fields including various files, all of which will be developed so that data analysis and report production can be achieved and transmitted by email or other means via a live online reporting tool (PowerBI).

A full description of the task is contained in Part 2 of this document.

**Timeline**

**Urgent**.  The current P2D2 database and business processes uses out-dated technology, is at a high risk of failure due to resource intensive requirement to manually update and is currently not fit for purpose. An upgraded system is required to be operational before 13.8.2022.

**Reporting Arrangements**

The following personnel are stakeholders in this project and their specific roles for the project are annotated:

|  |  |  |  |
| --- | --- | --- | --- |
| **Post/Role** | **Name** | **Email** | **Project Role** |
| PfO Ops & Plans | Redacted | Redacted | Overall Development |
| TxPartner (Navy) | Redacted | Redacted | Senior User and technical advisor |

**PART 2 – KEY USER REQUIREMENTS (KURS)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ID** | **User Requirements** | **Justification** | **Effectiveness Envelope** | **Priority** |
| KR01 | The ability to automate the movement of data using the most efficient means from individual entities to a central repository within Sharepoint connecting to PowerBI via an OData feed. | There is a requirement to be able to visualise the data in a usable format. | Data stored and Output produced and recorded | Key |
| KR02 | System needs to work with existing software and O365 that is currently utilised across Defence. | Keeps costs to a minimum | Office 365 and associated tools compatible | Key |
| KR03 | Role Based Security to be introduced that allows for a hierarchy of access to the relevant project, programme and Directorate dependent upon email address.  | This will allow for only the relevant built teams to access and edit the required projects, whilst still allowing visibility across the portfolio.  | Project ManagerAnalyst User(TLB, Army, Navy, RAF etc)Administrator User (DPT) | Key |
| KR04 | Selected Users shall be able to analyse data of POL for statistical and trend analysis purposes | Analyst and AdministratorFull access required of all Data | To produce analysis reports and graphs per criteria selected | Key |
| KR05 | Selected Users shall be able to produce Reports from **all** reported POL data. {a data warehouse and SQL server will be required to collect data} | Analyst and Administrator | To produce analysis reports and graphs per criteria selected | Key |
| KR07 | The system shall have the ability to send specific data from POL to both MOD Internal and External sources |  | It must be able to be linked to Single Service Portfolios/Programmes and Projects so that benefits/risks etc can be better managed | Key |
| KR08 | The system must be able to utilise and upload external data sources | To enable DPT to see Single Service and other TLB data in due course |  | Key |
| KR09 | The system must be accessed through a Single Sign On (SSO) | Improves user experience | Conducted through O365 portal and linked through MS Teams | Key |
| KR10 | The system shall be Accessible Worldwide.  | Remote working now prominent |  | Key |
| KR11 | The system shall be Supported and Maintained during the build phase.  | Critical whilst staff training is conducted | To ensure Instance is supported and maintained whilst administrators are trained to manage the site | Key |
| KR12 | The system shall allow the user to upload data on Mobile/Portable devices  |  | On-line and off-line capabilities. Data retention and upload to main system | Key |
| KR13 | The system must be able to identify anybody editing the record |  | For Audit Purposes | Key |
| KR14 | The system must be able to maintain version control and have snapshotting option to maintain records  |  | Version Control used for Audit purposes | Key |
| KR15 | The system shall be able to support a minimum of 100 concurrent users with data entry capability for all functionality  |  |  | Key |
| KR16 | The system shall allow Users access to a Search function, Help and User Guides. |  |  | Key |
| KR17 | Minimal (1-3) datasets/dataflows will be produced that will be used by all the reports. | This will be an efficient approach for when columns change etc.  |  | Key |
| KR18 | Power Automate flows will be handed over to the PfO preferably to a dummy account.  |  |  |  |

**PART 3 – USER REQUIREMENTS (UR)**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **ID** | **User Requirements** | **Justification** | **Measure of Effectiveness (MOE) Envelope** | **Priority** |
| UR01 | The General User shall have the ability to capture all key Project and Programme outputs and deliverables including the schedule |  | Data captured and recorded to consolidate to produce output | 1 = MUST |
| UR05 | Training must be provided for Administrator and System Users | Allows for maintenance of the tool.Ensure Users can input data correctly  | Up to 5 Administrators, Portfolio Office; sub-Portfolio/Directorate Manager; Proj/Pg Manager, Team member and Viewers | 1 |
| UR06 | The System & Administrator User shall be able to capture the details of all completed Proj/Pg and an Archive Document Library (or ability to change Proj type to archive but still use data to create reports) within an O365 Portfolio Office group will be created to capture the archived projs/pg etc |  | Data captured and recorded to consolidate to produce output | 1 |
| UR07 | The General User shall be able to attach evidence to each individual Sharepoint list entry. | The General User must be able to include documentation relating to Project, Programme, BaU, Initiative etc | Photographs and document attached to various project or programmes | Key |
| UR08 | The System & Administrator User shall be able to view the progress status of all Projects and Programmes  |  | Analysis reporting of outputs not completed within specific criteria | 1 |
| UR09 | The General User shall be able to identify each Project or programme in a unique manner (UIN) |  System Generated | Unique identification number per instance | Key |
| UR10 | The Administrator User shall have Administrator access to multiple Management Report templates within the database |  |  | 1 |
| UR11 | The Administrator User shall be able to maintain the format and content of the Management Report templates  | Flexibility regarding the changes to Regulations, Policy and business Process | Authorised user to create Template and edit/delete content | Mandatory |
| UR12 | The System & Administrator User shall be able to view all projects and programmes |   | User to view all recorded and stored data and outputs produced | Key |
| UR13 | The System & Administrator User shall be able to filter the database to specific views |  Dashboards | Views of database created as per specified criteria | 1 |
| UR14 | The General User shall be able to send project/programme details to a recipient |  Using MS Tools such as Outlook, Teams etc | User to access specific project data and then able to be sent directly to recipient.  | Key |
| UR15 | The System & Administrator User shall be able to capture Remarks against projects and user engagement tracked |  Reporting summary or dashboard  | Need to see active users to ensure compliance and measure processes to develop and progress | 1 |
| UR17 | The System User shall be able to produce reports from templates and from all POL data |   | Data stored and legacy data to produce analysis reports and graphs per criteria selected | 1 |
| UR18 | The System & Administrator User shall be able to produce bespoke reports from all reported POL data |  Whilst no sensitive data is currently held, legacy data and files will need to be managed in according to MOD regulations | Data stored and legacy data to produce analysis reports and graphs per criteria selected | Key |
| UR19 | The contractor will provide User Acceptance Testing Scripts to allow the General user to test functionality and check for Bugs. |  |  |  |

PART 4 – SYSTEM REQUIREMENTS (SR)

| **ID** | **SRD** | **Justification** | **Measure of Performance (MOP) Threshold** | **Measure of Performance (MOP) Objective** |
| --- | --- | --- | --- | --- |
| SR01 | The system shall enable Selected Users to produce documents from the templates from data recorded in the database |   | Multiple users creating an entry at the same time | Data recorded to be used in associated Templates. Data used for analysis |
| SR02 | The system shall allow Selected Users to maintain the format of the templates |  System & Administrator Users |   | Template Data maintained and recorded |
| SR03 | The system shall record the unique identification number (UIN) of a Project /Programme as a reference to all documents created from the templates for that event |   | Multiple users creating an entry at the same time. Naming convention maintained across associated templates |   |
| SR04 | The system shall allow Selected Users to produce graphical diagrams from all data  |  System & Administrator Users | Analysis of data and the creation of graphs and dashboards. Reports produced as an output of the analysis | Analysis inclusion of legacy data |
| SR05 | The system shall enable Selected Users to identify the status of a project/programme  | System & Administrator Users | representation showing progress  |   |
| SR06 | The system shall enable the user to edit data  |   | Multiple users creating an entry at the same time |   |
| SR07 | The system shall enable Selected Users to view all data in the database |  System Users | Multiple users creating an entry at the same time. Multiple users viewing reports at the same time |   |
| SR08 | The system shall enable Selected Users to view the database in various views as stipulated by the user |  System & Administrator Users | Multiple users creating an entry at the same time. Multiple users creating views at the same time |   |
| SR09 | The system shall allow Selected Users to restrict the view of selected projects to selected users only (by use of Sensitive Button) |  System Users |   | Permission level selected for end-user access on specified sensitive projects |
| SR10 | The system shall allow Selected Users to access multiple templates at any stage of the reporting process |  System & Administrator Users | Multiple users creating an entry at the same time |   |
| SR11 | The system shall populate data from fields in the database to selected sections in the templates |   |   | Data recorded mapped to sections on Templates  |
| SR12 | The system must allow any MOD employee to input data using one of the General Users Log On via MOD laptops/work stations |   |   |  |
| SR13 | The system shall allow the user to send the saved document to a captured address |   | Multiple users creating an entry at the same time. Email and attach recorded document  |   |
| SR14 | The system shall record the transactions of the documents sent  |   | Multiple users creating an entry at the same time. Email and attach recorded document  |   |
| SR15 | The system shall allow Users to generate the template in a printable format  |   | Template document converted to printable format |   |
| SR17 | The system shall populate the date on the templates as at the date saved by the user |   | Date recorded on Templates as date document saved on first instance |   |
| SR18 | The POL templates must have mandatory information fields which if not completed will prevent the project being submitted/established on POL |  | 1 Mandatory field per Sharepoint List as a minimum. 1 Mandatory field on a Project Detail Page |  |
| SR19 | The system shall allow the user to select the Service Type or Function for the project/programme |  By TLB | Multiple users creating an entry at the same time |  Army, Navy, RAF etc [link to current systems used by Army & Navy] |
| SR20 | The system shall allow the user to input data in all sections (If applicable)  | As specified by the Authority | Multiple users creating an entry at the same time |   |
| SR21 | The system shall allow the user to attach Documentation to the projects/programmes using a Document Library. |  | Multiple users creating an entry at the same time. Documents able to be downloaded and attached to report |   |
| SR22 | The system shall allow the user to capture the name and role of the Line Manager/SRO of the person creating the project |   | Multiple users creating an entry at the same time |  |
| SR23 | The system shall allow the user to capture the contact details of the Line Manager/SRO of the person reporting on projects |   | Multiple users creating an entry at the same time |  |
| SR24 | The system shall allow the user to save a record of the project |   | Multiple users saving an entry at the same time |   |
| SR25 | At the end of the contract and at the request of the Authority the raw data is to be supplied in a format compatible with Office 365 |   |   |   |
| SR26 | The system shall allow Selected Users to edit contents once submitted and capture details of who and when amended |   | Multiple users creating an entry at the same time |   |
| SR27 | The system shall record all data transactions  |   | Multiple users saving an entry at the same time |   |
| SR28 |  |  | Multiple users creating an entry at the same time | Costings added etc |
| SR29 | The system shall allow Selected Users to monitor the time of project to completion |   | Multiple users creating an entry at the same time |   |
| SR30 | The system shall be able to support a minimum of 100 concurrent users with data entry capability for all functionality of the complete system |  |  |  |
| SR31 | The system shall allow Selected Users to view all projects/programmes |   |  |   |
| SR32 | The system shall allow the user to convert into a printable format |   | Saved data to be converted to printable document format |   |
| SR33 | The system shall store all records of P3M for 15 years and they must be made available and accessible to the Authority |   |   | Data recorded and stored. Data analysis on business rule |
| SR34 | The system shall allow Selected Users to create reports from all data in the database  |  System & Administrator Users | Analysis of data and the creation of graphs and dashboards. Reports produced as an output of the analysis | Analysis inclusion of legacy data  |
| SR35 | The system should be compatible with Office 365 |  |  |  |
| SR36 | The system shall be able to support user locations throughout the UK and the rest of the world |  |  |  |
| SR37 | The system shall have the ability to work in an austere communications environment |  |  |  |
| SR38 | The system shall allow the user to create reports from specified criteria |  System & Administrator Users | Analysis of data and the creation of graphs and dashboards. Reports produced as an output of the analysis | Analysis inclusion of legacy data |
| SR39 | The system shall allow Selected Users to create views of projects/programmes from specified criteria |  System & Administrator Users | Analysis of data and the creation of graphs and dashboards. Reports produced as an output of the analysis | Analysis inclusion of legacy data |
| SR40 | The system shall allow the user to view dashboard reports from all data within the database | System & Administrator Users |  |  |
| SR41 | The system shall allow the user to access Help functions on the use of the system |   |  |  |
| SR42 | The system shall allow Selected Users access to a Search function of the system |   |  |  |
| SR43 | The system shall allow the user ease of use to navigate through the system |   |  |  |
| SR44 | The system shall allow the user access to update on mobile/Portable devices  |   |  |  |
| SR45 | The system when requiring connectivity external to MODNet shall ensure connectivity complies with the MODNet Code of Connection (CoCo) |   | Analysis of data and the creation of graphs and dashboards. Reports produced as an output of the analysis | Analysis inclusion of legacy data |
| SR46 | The system shall only provide remote access via RLI/RA service |   | Help and search ability. User guides |   |
| SR47 | The system must synchronise itself with the local time server |   | Help and search ability. User guides |   |
| SR48 | The system shall provide support for low function browsers |  |   |   |
| SR49 | The system, if exchanging graphical and still imagery shall comply with JPEG File Interchange Format v1.02 - Digital Compression and Coding of Continuous Tone Still Images JPEG, ISO/IEC 10918:1994, SVG 1.0 Specification W3C RECSVG-20010904:2001, GIF Version 89a CompuServe gif89a:1990, PNG Specification Version 1.0 World W3C 1 October 1996 IETF RFC 2083:1997, NITFS 2.1 (MIL-STD 2500B/STANAG 4545),STANAG 3764:2002 Exchange of Imagery, ed.4 | As required | Conversion compatibility |   |
| SR50 | The system shall use the following standards for document exchange XML version 1.0 (Second Edition), W3C REC-xml-20001006:2000 - this standard is only mandated where meta-language data definitions are required HTML, Version 4.0.1, Reference Specification, W3C REC-html401-19991224:1999 (Dynamic HTML) PDF - Portable Document Format, Adobe Systems Incorporated, version 1.4, Adobe Systems Incorporated ISBN 0 200 175839 3:2003 RTF, Microsoft Specification, Version 1.5, Microsoft Application Note GC0165:1997CSV - For spreadsheets, ASCII Text | As required |  |  |
| SR51 | The system shall maintain the integrity of its data |  |  |  |
| SR52 | The system shall use User Access Devices compliant with the latest Defence Information Infrastructure |  |  |   |
| SR53 | The system shall be capable of modification without affecting the normal version upgrade path of the system Application |  |   |   |
| SR54 | The system will retain the common "look and feel" of the parent application when used on a portable device in the deployed environment |  |   |   |
| SR55 | The system shall be able to create and read documents using the following standards MS Office 2000 interchange formats, RTF, Microsoft Specification, Version 1.5, Microsoft Application Note GC0165:1997 - for documents if MS Office format not available ASCII (TXT) for constrained environments  | As required |   |   |
| SR56 | The system shall be able to read documents using the following standard PDF - Portable Document Format, Adobe Systems Incorporated, version 1.4, Adobe Systems Incorporated ISBN 0 200 175839 3:2003  |  Or latest version as required |   |   |
| SR57 | The Provider shall ensure that the system is able to pass the MODNet Security Accreditation Process |   |   |   |
| SR58 | The Provider shall ensure that the system conforms to and adheres to the Data Protection Act 1998 and GDP |   |   |   |
| SR59 | The system shall comply with JSP 602: 1036 - Security Architecture |   |   |   |
| SR60 | The system must be accredited, in accordance with current MOD policy |   |   |   |
| SR61 | The system shall ensure that MOD documents entering and leaving the MOD domain do so through an MOD XML gateway |   |   |   |
| SR62 | The system shall comply with extant MOD and National Security Requirements |   |   |   |
| SR63 | The system shall conform and shall adhere to the Official Secrets Act |   |   |   |
| SR64 | The system shall conform to the Health and Safety at Work Act 1974 |   |   |   |
| SR65 | The system must be available 24 hours a day, 7 days a week |   |   |   |
| SR66 | The system shall be supported by an Application Help Desk that uses the English language  |  |  |   |
| SR67 |

|  |  |
| --- | --- |
| Application Help Desk - Phone support must be available 9 to 5 (UK Time) Monday to Friday except on public holidays |  |

 |  During build and training phase? |   |   |
| SR68 | Application Help Desk – System question emails must be responded to within 8 hours and Routine questions within 5 days | During build? |  |   |
| SR69 | The system shall be able to support scheduled downtime outside normal working hours |   |   |   |
| SR70 | The system shall support availability of service of a minimum of 98% |   |   |   |
| SR71 | The system shall be able to support incident resolution of critical incidents of no more than 8 hours non availability |   |   |   |
| SR72 | The system shall be capable of recovery to the latest implemented version and configuration |  Snapshotting must be done on weekly basis for audit |  |   |
| SR73 | The system shall be supported and maintained for the length of the contract |  Once built and testing underway, there must be support to fix any issues with Instance | 3-6 months post build, access to help desk to fix any issues/bugs | All bugs fixed within 3 working days during build/testing phase |
| SR74 | The system will have 3 environments – A sandbox area for initial building, a Test area for Testing and Training and a Live Area where the live data is stored. |  |  |  |
| SR75 | The contractor will provide User Acceptance Testing Scripts to allow the General user to test functionality and check for Bugs. |  |  |  |

**PART 5 – DOCUMENT SUPPORT**

Context documents

[Project Online DPT DRAFT Data Fields spreadsheet](https://modgovuk.sharepoint.com/%3Ax%3A/s/people-portfolio-office/EQ58hM435QVLp0JcJ4ZlqjwBHHBFwXlT2sVo_i_LJm3Q2w?email=Samantha.Kinsey-briggs563%40mod.gov.uk&e=kE9wHC)

**GLOSSARY**

|  |  |
| --- | --- |
| Term | Definition |
| PfO | Portfolio Office (within CDP DPT) |
| POL | MicroSoft Project Online P3M Software tool |
| PBi | PowerBI (Business Intelligence) Application |
| CDP | Chief of Defence People |
| DPT | Defence People Team |
| MPLT |  Military People Leadership Team |
| DPLT |  Defence People Leadership Team |
| M.Bd | Management Board (CDP internal SLT Board) |
| CPLT |  Civil Service People Leadership Team |
| ExCO | Executive Committee (Defence level Board) |

|  |  |
| --- | --- |
| P3M | Portfolio, Project and Programme Management |
|   |   |
| TLB | Top Level Budget |
| UIN | Unique Identification Number |

**NANNEX A to**

 **POL SOR**

 **Dated 22 Nov 21**

Original Task No

**SUPPLIERS DETAILS**

Company Name:

Address:

Registration Number:

NCAGE:

DUNS Number:

**Point of Contact:**

Name:

Tel:

Email:

**COMMERCIAL DETAILS:**

Comrcl Team:

Name:

Tel:

Email:

##

## **SCHEDULE 9**

## **The following MOD DEFCONs and DEFFORMs will also form part of this Call off**

 **Contract No 702894450**

|  |  |  |
| --- | --- | --- |
| DEFCON No |  Version | Description |
| DEFCON 5J | 18/11/16 | Unique Identifiers  |
| DEFCON 129J | 18/11/16 | The Use of Electronic Business Delivery Form |
| DEFCON 522 | 11/21 | Payment and Recovery of Sums Due |
| DEFCON 611 | 02/16 | Issued Property |
| DEFCON 76 | 06/21 | Contractor’s Personnel at Government Establishments |
| DEFCON 532A | 04/20 | Protection of Personal Data (where Personal Data is not being processed on behalf of the Authority) |
| DEFCON 531 | 09/21 | Disclosure of Information |
| DEFCON 514 | 08/15 | Material Breach |
| DEFCON 658 | 09/21 | Cyber |
| DEFCON 630 | 02/18 | Framework Agreements |

**DEFFORMs (Ministry of Defence Forms)**

|  |  |  |
| --- | --- | --- |
| DEFFORM No | Version | Description |
| DEFFORM 111 | 07/21 | Appendix & Addresses and Other Information |

|  |
| --- |
| **Schedule 10 DEFFORM 111****(Edn 12/17)** Appendix E - Addresses and Other Information |
|  | **1. Commercial Officer**Name: Patricia LeathamCommercial Support: DEF COMRCL HO-BP3-1A1Address: Kentigern House, 65 Brown Street, Glasgow.G2 8EX Email: patricia.leatham384@mod.gov.uk  |  | **8. Public Accounting Authority**1. Returns under DEFCON 694 (or SC equivalent) should be sent to DBS Finance ADMT – Assets in Industry 1, Level 4 Piccadilly Gate, Store Street, Manchester, M1 2WD44 (0) 161 233 53972. For all other enquiries contact DES Fin FA-AMET Policy, Level 4 Piccadilly gate, Store Street, Manchester, M1 2WD44 (0) 161 233 5394 |  |
|  |
|  | **2. Project Manager, Equipment Support Manager or PT Leader** (from whom technical information is available)Name:  **SO1 Ops & Plans, People Transformation-People Portfolio Office , Level 6, Zone ,** **MoD Main Building, Whitehall,** **London SW1A 2HB**🕿 *+* CIV: | MIL: Redacted |  | **9. Consignment Instructions**The items are to be consigned as follows: |  |
|  |
|  | **3. Packaging Design Authority**Organisation & point of contact:N/A(Where no address is shown please contact the Project Team in Box 2)  |  | **10. Transport.** The appropriate Ministry of Defence Transport Offices are:**A. DSCOM**, DE&S, DSCOM, MoD Abbey Wood, Cedar 3c, Mail Point 3351, BRISTOL BS34 8JH Air Freight CentreIMPORTS 🕿 030 679 81113/ 81114EXPORTS 🕿 030 679 81113/ 81114Surface Freight CentreIMPORTS 🕿 030 679 81129 / 81133 / 81138EXPORTS 🕿 030 679 81129 / 81133/ 81138 |  |
|  |  |  |
|  | **4. (a) Supply / Support Management Branch or Order Manager:****Branch/Name: N/A****Tel No: N/A** **(b) U.I.N.** D0905W  |  | **B.** **JSCS**JSCS Helpdesk No. lect option 2, then option 3) JSCS Fax No. [www.freightcollection.com](http://www.freightcollection.com/)  |  |
|  |
|  | **5. Drawings/Specifications are available from**N/A |  | **11. The Invoice Paying Authority (see Note 1)**Ministry of Defence 🕿 0151-242-2000DBS Finance Fax: 0151-242-2809 **Website is:** <https://www.gov.uk/government/organisations/ministry-of-defence/about/procurement#invoice-processing> |  |
|  |
|  | **6. For contracts containing DEFCON 5, mauve Copies of MOD Form 640 are to be sent to**     (where no address is shown the mauve copy should be destroyed) |  | **12. Forms and Documentation are available through \*:**Ministry of Defence, Forms and Pubs Commodity Management PO BOX 2, Building C16, C SiteLower Arncott, Bicester, OX25 1LP (01869 256197)**Applications via fax or email:** DESLCSLS-OpsFormsandPubs@mod.uk |  |
|  |
|  | 1. **Quality Assurance Representative:**

     Commercial staff are reminded that all Quality Assurance requirements should be listed under the General Contract Conditions. **AQAPS** and **DEF STANs** are available from UK Defence Standardization, for access to the documents and details of the helpdesk visit <http://dstan.uwh.diif.r.mil.uk>[/](http://www.dstan.dii.r.mil.uk/) [intranet] or <https://www.dstan.mod.uk/> [extranet, registration needed].  |  | **NOTES****2.\*** Many **DEFCONs** and **DEFFORMs** can be obtained from the MOD Internet Site: <https://www.aof.mod.uk/aofcontent/tactical/toolkit/index.htm>If required forms or documentation are not available on the MOD internet sire requests should be submitted through the Commercial Officer named in Section 1. |  |
|  |

Annex A to Schedule 8

**TEMPLATE IMPLENTATION PLAN**

Company Name: Corporate Project Solutions Limited

Implementation plan and Timelines: TBC

|  |  |
| --- | --- |
| **DATE** | **ACTIVITY** |
|  | RFP and project scoping |
|  | Solution design |
|  | Account lead identified |
|  | Submission of Tender |
|  | Contract Award Date |
|  | Contract Commencement |
|  | Contract meeting, SLAs/KPIs and MI reporting agreed |
|  | Contract signing *following the mandatory standstill period* |
|  | Confirmation of learners in scope for initial cohort (including locations) |
|  | Review of programme design and delivery methods (*if required*), including OTJT methods and workshop location(s) and schedules |
|  | ICT and systems testing |
|  | Comms and learner engagement |
|  | Enrolments, including Eligibility, Initial Assessment and Skills Gap Analysis for each learner |
|  | Trainers allocated to learners |
|  | Learner inductions and start on programme |
|  | Performance and relationship meetings |
|  | Contract review meetings |
| Monthly | MI reports |
|  | Comms and learner engagement to support programme expansion |

1. The date of unqualified acceptance by signature is the effective date of the Contract [↑](#footnote-ref-1)
2. The MOD is required to report to the Government any spend with Small and Medium-sized Enterprises (SMEs) including Sub-contractors (Tier 1). SMEs are defined by the EU on <http://ec.europa.eu/growth/smes/business-friendly-environment/sme-definition/> [↑](#footnote-ref-2)