

G-Cloud 13 Call-Off Contract

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

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

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# Part A: Order Form

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| --- | --- |
| **Platform service ID number** | 728569602646986 |
| **Call-Off Contract reference** | ECM\_11768 |
| **Call-Off Contract title** | Data Warehouse Remediation Programme Ser- vice and Application Migration |
| **Call-Off Contract description** | The data warehouse remediation programme (DWH-R) is a major initiative which will protect the DWP’s corporate memory, given that the service contains, and processes citizen data ingested from many internal and external sys- tems. The programme introduces many addi- tional security features which address an audit requirement to make the data warehouse more resilient, and that it delivers encryption of data at rest and in transit. |
| **Start date** | 01/04/2024 |
| **Expiry date** | 30/09/2024 |
| **Call-Off Contract value** | £2,024,150 excluding VAT |
| **Charging method** | Time and Materials |
| **Purchase order number** | To be supplied after contract signature |

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

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

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

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** |
|  (Redacted)Peel Park Brunel Way Blackpool LancsFY4 5ES |

|  |  |
| --- | --- |
| **To the Supplier** | Stadia Consulting Group Ltd (Redacted)(Redacted)Company number: 12469686 |
| **Together the ‘Parties’** |

## Principal contact details

**For the Buyer:**

Title: (Redacted)

Name: (Redacted)

Email: (Redacted)

Phone:(Redacted)

**the Supplier:**

Title: (Redacted)

Name: (Redacted)

Email: (Redacted)

Phone: (Redacted)

## Call-Off Contract term

|  |  |
| --- | --- |
| **Start date** | This Call-Off Contract Starts on **01/04/2024** 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 with- out cause (as per clause 18.1). |
| **Extension period** | This Call-Off Contract can be extended by the Buyer for **two** period of up to 3 months with a potential value of £1,012,075 ex VAT per period, by giving the Supplier **4 weeks** written notice before its expiry.The extension period is subject to clauses 1.3 and1.4 in Part B below.Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses21.3 to 21.8.If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior ap- proval must be obtained from the Government Digital Service (GDS). Further guidance:[https://www.gov.uk/service-manual/agile-deliv-](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) [ery/spend-contr](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) [ols-check-if-you-need-approval-to-](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) [spend-money-on-a-service](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) |

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 dur- ing this Call-Off Contract.

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| --- | --- |
| **G-Cloud Lot** | This Call-Off Contract is for the provision of Ser- vices Under:* Lot 3: Cloud support
 |
| **G-Cloud Services required** | The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:* Planning
* Training
* Setup and Migration
* Communication
* Security Services
* Quality assurance and performance testing
 |
| **Additional Services** | **N/A** |
| **Location** | The Services will be delivered to Department for Work at either Caxton House or Peel Park. Hybrid working is currently in place, if individuals are re- quired to attend another office the DWP lead will notify the Supplier of this request a week prior to date. Expenses incurred for travel to other loca- tions will be made in accordance with the latest DWP Expense and Travel Policy (embedded be- low) which may change from time to time. |
| **Quality Standards** | The quality standards required for this Call-Off Contract are:* Fit for purpose
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|  |  |
| --- | --- |
|  | * Accessibility compliant
* Security compliant
* Interface with data warehouse software
 |
| **Technical Stand- ards:** | The technical standards used as a requirement for this Call-Off Contract are:N/A |
| **Service level agree- ment:** | The service level and availability criteria required for this Call-Off Contract are:* Time - The Service must be carried out within a timely fashion as specified in the Deliverables and Milestones section in Schedule 1: Services
* Quality - The required quality for the deliv- ery of each milestone under the Delivera- bles will be determined by the expectation of the senior stakeholders and SRO. It is the responsibility of the Supplier under this Service Call-Off Contract to ascertain the required quality during the initial planning stages
 |
| **Onboarding** | The onboarding plan for this Call-Off Contract is: DWP DWH-R PMO will on-board the individuals. |

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| **Offboarding** | The offboarding plan for this Call-Off Contract is:As DWP resources become available and the supplier has provided training to DWP staff to en- able them to be proficient;DWP will provide the supplier with 2 weeks’ no- tice of it’s intent to offboard individual resources. |

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| **Collaboration agreement** | N/A |
| **Limit on Parties’ liability** | (Redacted) |

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| **Insurance** | (Redacted) |
| **Buyer’s responsibilities** | The Buyer is responsible for:* Providing appropriate sign offs for project plans or technical artefacts in time
* Timely availability of relevant SME re- sources and data in DWP
* Provide a mobile device, where required, for accessing DWP environments re- motely
* Provide necessary access to systems and data
* Make relevant staff available as and when required.
 |
| **Buyer’s equipment** | The Buyer’s equipment to be used with this Call- Off Contract includes:Surface Pro • MacBook (Where Necessary) • Mobile Phone (Where Necessary) Reason: Equipment necessary to undertake all contracted work within the DWP Network |

## Supplier’s information

|  |  |
| --- | --- |
| **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** | (Redacted) |
| **Payment pro- file** | (Redacted) |
| **Invoice de- tails** | (Redacted) |

|  |  |
| --- | --- |
| **Who and where to send in- voices to** | (Redacted) |
| **Invoice infor- mation re- quired** | (Redacted) |
| **Invoice fre- quency** | (Redacted) |
| **Call-Off Con- tract value** | The total value of this Call-Off Contract is £2,024,150 excluding VAT with additional potential value of £2,024,150 excluding VAT if extension provisions are used. Total potential value of the con- tract is £4,048,300 excluding VAT. |

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| The breakdown of the Charges:See Schedule 2 |
| **Call-Off Con- tract charges** |

## Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the Service** | See ‘Schedule 1 Services’ |
| **Guarantee** | N/A |
| **Warranties, represen- tations** | N/A |

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| --- | --- |
| **Supplemental require- ments in addition to the Call-Off terms** | Within the scope of the Call-Off Contract, the Supplier will:1. Comply with Baseline Personnel Security Standard / Gov- ernment Staff Vetting Procedures in respect of all persons who are employed or engaged by the Supplier in provision of this Call-Off Contract prior to each individual beginning work with the Buyer. This is not a security check as such but a package of pre-employment checks covering iden- tity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. The Supplier will show evidence of these security clear- ances should the Buyer need sight of such evidence at any time. A Guide for DWP Suppliers’ had been prepared and attached below.

BPSS.doc1. The Buyer will sponsor Supplier staff for SC clearance. The Supplier will ensure Supplier Staff are SC clearable prior to beginning work with the Buyer. The Buyer will pro- vide guidance to the Supplier on which aspects of work cannot be carried out by Supplier personnel until they have been successful in obtaining SC clearance. The Supplier will ensure compliance with these requirements. The Supplier will show evidence of these security clear- ances should the Buyer need sight of such evidence at any time. A Guide for DWP Suppliers’ had been prepared and attached above.
 |
|  |
| **Alternative clauses** | N/A |

|  |  |
| --- | --- |
| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | N/A |
| **Personal Data and Data Subjects** | Annex 1 of Schedule 7 is being used - Access to Personal Data will be required for some roles within the contract. This will require enhanced security vetting to SC Level for some workers |
| **Intellectual Property** | Any IPR that arises as a result of the work undertaken against this contract will be assigned to, and owned by DWP. |
| **Social Value** | * Fighting Climate Change
* Tackling Economic Inequality
* Equal Opportunity
* Wellbeing
 |

1. Formation of contract
	1. By signing and returning this Order Form (Part A), the Supplier agrees to enter in to a Call Off Contract with the Buyer.
	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.
	3. This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
	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.

## Background to the agreement

* 1. The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13 .

|  |  |  |
| --- | --- | --- |
| **Signed** | Supplier | Buyer |
| **Name** | (Redacted) | (Redacted) |
| **Title** | (Redacted) | (Redacted) |
| **Signature** | (Redacted) | (Redacted) |
| **Date** | 19-Mar-2024 |  19-Mar-2024 |

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

# Customer Benefits

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

[G-Cloud 13 Customer Benefit Record](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u)

# Part B: Terms and conditions

## Call-Off Contract Start date and length

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

## Incorporation of terms

* 1. The following Framework Agreement clauses (including clauses and de- fined terms referenced by them) as modified under clause 2.2 are incorpo- rated as separate Call-Off Contract obligations and apply between the Sup- plier and the Buyer:
* 2.3 (Warranties and representations)
* 4.1 to 4.6 (Liability)
* 4.10 to 4.11 (IR35)
* 10 (Force majeure)
* 5.3 (Continuing rights)
* 5.4 to 5.6 (Change of control)
* 5.7 (Fraud)
* 5.8 (Notice of fraud)
* 7 (Transparency and Audit)
* 8.3 (Order of precedence)
* 11 (Relationship)
* 14 (Entire agreement)
* 15 (Law and jurisdiction)
* 16 (Legislative change)
* 17 (Bribery and corruption)
* 18 (Freedom of Information Act)
* 19 (Promoting tax compliance)
* 20 (Official Secrets Act)
* 21 (Transfer and subcontracting)
* 23 (Complaints handling and resolution)
* 24 (Conflicts of interest and ethical walls)
* 25 (Publicity and branding)
* 26 (Equality and diversity)
* 28 (Data protection)
* 31 (Severability)
* 32 and 33 (Managing disputes and Mediation)
* 34 (Confidentiality)
* 35 (Waiver and cumulative remedies)
* 36 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement Schedule 3
	1. The Framework Agreement provisions in clause 2.1 will be modified as follows:
		1. a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’
		2. a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a refer- ence to ‘the Buyer’
		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. The Parties acknowledge that they are required to complete the ap- plicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
	3. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Frame- work Agreement clause number.
	4. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

## Supply of services

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

## Supplier staff

* 1. The Supplier Staff must:
		1. be appropriately experienced, qualified and trained to supply the Services
		2. apply all due skill, care and diligence in faithfully performing those duties
		3. obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
		4. respond to any enquiries about the Services as soon as reasonably possible
		5. complete any necessary Supplier Staff vetting as specified by the Buyer
	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.
	3. The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
	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.
	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.

* 1. The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it

must download and provide a copy of the PDF with the 14digit ESI refer- ence number from the summary outcome screen and promptly provide a copy to the Buyer.

* 1. If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant infor- mation needed to enable the Buyer to conduct its own IR35 Assessment.
	2. 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 Sup- plier.

## Due diligence

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

## Business continuity and disaster recovery

* 1. The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
	2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
	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.

## Payment, VAT and Call-Off Contract charges

* 1. The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Sup- plier’s delivery of the Services.
	2. The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
	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.
	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 re- cover this charge from the Buyer.
	5. The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier pro- vides further documentation to substantiate the invoice.
	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. All Charges payable by the Buyer to the Supplier will include VAT at the appro- priate Rate.
	8. The Supplier must add VAT to the Charges at the appropriate rate with visi- bility of the amount as a separate line item.
	9. The Supplier will indemnify the Buyer on demand against any liability aris- ing from the Supplier's failure to account for or to pay any VAT on pay- ments 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.
	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.

* 1. 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 amend- ments 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.
	2. 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.

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

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

## Insurance

* 1. The Supplier will maintain the insurances required by the Buyer including those in this clause.
	2. The Supplier will ensure that:
		1. during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Sup- plier would be legally liable to pay as damages, including the claim- ant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
		2. the third-party public and products liability insurance contains an ‘in- demnity to principals’ clause for the Buyer’s benefit
		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

* + 1. 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
	1. If requested by the Buyer, the Supplier will obtain additional insurance poli- cies, or extend existing policies bought under the Framework Agreement.
	2. If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
		1. a broker's verification of insurance
		2. receipts for the insurance premium
		3. evidence of payment of the latest premiums due
	3. Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
		1. take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
		2. promptly notify the insurers in writing of any relevant material fact un- der any Insurances
		3. hold all insurance policies and require any broker arranging the insur- ance to hold any insurance slips and other evidence of insurance
	4. The Supplier will not do or omit to do anything, which would destroy or im- pair the legal validity of the insurance.
	5. The Supplier will notify CCS and the Buyer as soon as possible if any insur- ance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
	6. The Supplier will be liable for the payment of any:
		1. premiums, which it will pay promptly
		2. excess or deductibles and will not be entitled to recover this from the Buyer

## Confidentiality

* 1. The Supplier must during and after the Term keep the Buyer fully indemni- fied against all Losses, damages, costs or expenses and other liabilities (in- cluding legal fees) arising from any breach of the Supplier's obligations un- der incorporated Framework Agreement clause

34. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

## Intellectual Property Rights

* 1. Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, nei- ther Party

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

* 1. Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
	2. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transfer- able licence during the Call-Off Contract Term to use the Buyer’s or its rele- vant licensor’s Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
		1. any relevant Subcontractor has entered into a confidentiality under- taking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
		2. the Supplier shall not and shall procure that any relevant Sub-Con- tractor shall not, without the Buyer’s written consent, use the licensed mate- rials for any other purpose or for the benefit of any person other than the Buyer.
	3. The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transfera- ble licence during the Call-Off Contract Term to use the Supplier’s or its relevant licensor’s IPR solely to the extent necessary to access and use the Services in ac- cordance with this Call-Off Contract.
	4. Subject to the limitation in Clause 24.3, the Buyer shall:
		1. defend the Supplier, its Affiliates and licensors from and against any third-party claim:
1. alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
2. alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
3. arising from the Supplier’s use of the Buyer Data in accordance with this Call-Off Contract; and
	* 1. in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by

the Buyer, provided that the Buyer’s obligations under this Clause

11.5 shall not apply where and to the extent such Losses or third- party claim is caused by the Supplier’s breach of this Contract.

* 1. The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or al- leged infringement of a third party’s IPRs because of the:
		1. rights granted to the Buyer under this Call-Off Contract
		2. Supplier’s performance of the Services
		3. use by the Buyer of the Services
	2. If an IPR Claim is made, or is likely to be made, the Supplier will immedi- ately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
		1. modify the relevant part of the Services without reducing its func- tionality or performance
		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
		3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
	3. Clause 11.6 will not apply if the IPR Claim is from:
		1. the use of data supplied by the Buyer which the Supplier isn’t re- quired to verify under this Call-Off Contract
		2. other material provided by the Buyer necessary for the Services
	4. If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## Protection of information

* 1. The Supplier must:
		1. comply with the Buyer’s written instructions and this Call-Off Con- tract when Processing Buyer Personal Data
		2. only Process the Buyer Personal Data as necessary for the provi- sion of the G-Cloud Services or as required by Law or any Regulatory Body
		3. take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's se- curity processes
	2. The Supplier must fully assist with any complaint or request for Buyer Per- sonal Data including by:
		1. providing the Buyer with full details of the complaint or request
		2. complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer’s instructions
		3. providing the Buyer with any Buyer Personal Data it holds about a Data Subject

(within the timescales required by the Buyer)

* + 1. providing the Buyer with any information requested by the Data Sub- ject
	1. 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.

## Buyer data

* 1. The Supplier must not remove any proprietary notices in the Buyer Data.
	2. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
	3. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
	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 se- curity policies and all Buyer requirements in the Order Form.
	5. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
	6. The Supplier will ensure that any Supplier system which holds any protec- tively marked Buyer Data or other government data will comply with:
		1. the principles in the Security Policy Framework:

[https://www.gov.uk/government/publications/security-policy-](https://www.gov.uk/government/publications/security-policy-framework) [framework](https://www.gov.uk/government/publications/security-policy-framework) and the Government Security Classification policy: https:/[www.gov.uk/government/publications/government-secu-](http://www.gov.uk/government/publications/government-secu-) rityclassifications

* + 1. guidance issued by the Centre for Protection of National Infra- structure on Risk Management[: https://www.cpni.gov.uk/con-](https://www.cpni.gov.uk/content/adopt-risk-management-approach) [tent/adopt-risk-managementapproach](https://www.cpni.gov.uk/content/adopt-risk-management-approach) and Protection of Sen- sitive Information and Assets: [https://www.cpni.gov.uk/protec-](https://www.cpni.gov.uk/protection-sensitive-information-and-assets) [tion-sensitive-information-and-assets](https://www.cpni.gov.uk/protection-sensitive-information-and-assets)
		2. the National Cyber Security Centre’s (NCSC) information risk man- agement guidance: [https://www.ncsc.gov.uk/collection/risk-manage-](https://www.ncsc.gov.uk/collection/risk-management-collection) [ment-collection](https://www.ncsc.gov.uk/collection/risk-management-collection)
		3. government best practice in the design and implementation of sys- tem components, including network principles, security design prin- ciples for digital services and the secure email blueprint: [https://www.gov.uk/government/publications/technologycode-of-](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice) [practice/technology -code-of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)
		4. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

[https://www.ncsc.gov.uk/guidance/implementing-cloud-security-prin-](https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles) [ciples](https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles)

* + 1. Buyer requirements in respect of AI ethical standards.
	1. The Buyer will specify any security requirements for this project in the Order

Form.

* 1. 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 corrup- tion, loss, breach or degradation of the Buyer Data was caused by the ac- tion or omission of the Supplier) comply with any remedial action reasona- bly proposed by the Buyer.
	2. 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.
	3. 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.

## Standards and quality

* 1. The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
	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-prac-](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-) [tice/technology-code-](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-)

[of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

* 1. 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.
	2. If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

if the PSN

* 1. The Supplier must immediately disconnect its G-Cloud Services from 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 ac- tions, 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)

## Open source

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

## Security

* 1. If requested to do so by the Buyer, before entering into this Call-Off Con- tract 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 Infor- mation 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 pol- icy and protect all aspects and processes associated with the delivery of the Services.

* 1. 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.
	2. If Malicious Software causes loss of operational efficiency or loss or corrup- tion of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
	3. Responsibility for costs will be at the:
		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 demon- strate that it was already present, not quarantined or identified by the Buyer when provided
		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
	4. The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Infor- mation however it may be recorded.
	5. Any system development by the Supplier should also comply with the gov- ernment’s ‘10 Steps to Cyber Security’ guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
	6. 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.

## Guarantee

* 1. If this Call-Off Contract is conditional on receipt of a Guarantee that is ac- ceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
		1. an executed Guarantee in the form at Schedule 5
		2. a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

## Ending the Call-Off Contract

* 1. The Buyer can End this Call-Off Contract at any time by giving 30 days’ writ- ten notice to the

Supplier, unless a shorter period is specified in the Order Form. The Sup- plier’s obligation to provide the Services will end on the date in the notice.

* 1. The Parties agree that the:
		1. Buyer’s right to End the Call-Off Contract under clause 18.1 is rea- sonable considering the type of cloud Service being provided
		2. Call-Off Contract Charges paid during the notice period are reasona- ble compensation and cover all the Supplier’s avoidable costs or Losses
	2. Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract un- der clause 18.1, it will indemnify the Supplier against any commitments, lia- bilities 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.
	3. 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 com- mits:
		1. a Supplier Default and if the Supplier Default cannot, in the reasona- ble opinion of the Buyer, be remedied
		2. any fraud
	4. A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
		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
		2. an Insolvency Event of the other Party happens
		3. the other Party ceases or threatens to cease to carry on the whole or any material part of its business
	5. 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.
	6. 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.

## Consequences of suspension, ending and expiry

* 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.
	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.
	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 continu- ing provisions described in clause 19.4.
	4. Ending or expiry of this Call-Off Contract will not affect:
		1. any rights, remedies or obligations accrued before its Ending or ex- piration
		2. the right of either Party to recover any amount outstanding at the time of Ending or expiry
		3. the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
			+ 7 (Payment, VAT and Call-Off Contract charges)
			+ 8 (Recovery of sums due and right of set-off)
			+ 9 (Insurance)
			+ 10 (Confidentiality)
			+ 11 (Intellectual property rights)
			+ 12 (Protection of information)
			+ 13 (Buyer data)
			+ 19 (Consequences of suspension, ending and expiry)
			+ 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),

24 (Conflicts of interest and ethical walls), 35 (Waiver and cumula- tive remedies)

* + 1. 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.
	1. At the end of the Call-Off Contract Term, the Supplier must promptly:
		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
		2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
		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
		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
		5. work with the Buyer on any ongoing work
		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
	2. Each Party will return all of the other Party’s Confidential Infor- mation and confirm this has been done, unless there is a legal re- quirement to keep it or this Call-Off Contract states otherwise.
	3. 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 Con- tract states otherwise.

## Notices

* 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
	1. 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).

## Exit plan

* 1. The Supplier must provide an exit plan in its Application which ensures con- tinuity of service and the Supplier will follow it.
	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 Sup- plier’s own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
	3. If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
	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.

* 1. 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.
	2. The Supplier acknowledges that the Buyer’s right to take the Term beyond 36 months is subject to the Buyer’s own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to ex- tend will only be given if the Buyer can clearly demonstrate that the Sup- plier’s additional exit plan ensures that:
		1. the Buyer will be able to transfer the Services to a replacement sup- plier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
		2. there will be no adverse impact on service continuity
		3. there is no vendor lock-in to the Supplier’s Service at exit
		4. it enables the Buyer to meet its obligations under the Technology Code Of Practice
	3. If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
	4. The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
		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
		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
		3. the transfer of Project Specific IPR items and other Buyer customi- sations, configurations and databases to the Buyer or a replace- ment supplier
		4. the testing and assurance strategy for exported Buyer Data
		5. if relevant, TUPE-related activity to comply with the TUPE regula- tions
		6. any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## Handover to replacement supplier

* 1. At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
		1. data (including Buyer Data), Buyer Personal Data and Buyer Confi- dential Information in the Supplier’s possession, power or control
		2. other information reasonably requested by the Buyer
	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.
	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.

## Force majeure

* 1. If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written no- tice.

## Liability

* 1. Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call- Off Contract shall not exceed the greater of five hundred thousand pounds

(£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

* 1. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses

4.1 to 4.6, the

Supplier's liability:

* + 1. pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be un- limited; and
		2. in respect of Losses arising from breach of the Data Protection Leg- islation shall be as set out in Framework Agreement clause 28.
	1. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses

4.1 to 4.6, the

Buyer’s liability pursuant to Clause 11.5.2 shall in no event exceed in ag- gregate five million pounds (£5,000,000).

in Clause

* 1. When calculating the Supplier’s liability under Clause 24.1 any items specified

24.2 will not be taken into consideration.

## Premises

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

## Equipment

* 1. The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
	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 Equip- ment.
	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.

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

* 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.

## Environmental requirements

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

## The Employment Regulations (TUPE)

* 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.
	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 lim- ited 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:

* + 1. the activities they perform
		2. age
		3. start date
		4. place of work
		5. notice period
		6. redundancy payment entitlement
		7. salary, benefits and pension entitlements
		8. employment status
		9. identity of employer
		10. working arrangements
		11. outstanding liabilities
		12. sickness absence
		13. copies of all relevant employment contracts and related documents
		14. all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information pro- vided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as rea- sonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replace- ment Supplier.

* 1. 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.
	2. 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 af- fected employees or their representatives.
	3. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
		1. its failure to comply with the provisions of this clause
		2. any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is al- leged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
	4. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
	5. 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.

## Additional G-Cloud services

* 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.
	2. If reasonably requested to do so by the Buyer in the Order Form, the Sup- plier must provide and monitor performance of the Additional Services us- ing an Implementation Plan.

## Collaboration

* 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.
	2. In addition to any obligations under the Collaboration Agreement, the Supplier

must:

* + 1. work proactively and in good faith with each of the Buyer’s contrac- tors
		2. co-operate and share information with the Buyer’s contractors to en- able the efficient operation of the Buyer’s ICT services and G-Cloud Services

## Variation process

* 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.
	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 Varia- tion request. This includes any changes in the Supplier’s supply chain.
	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 CallOff Contract by giving 30 days notice to the Supplier.

## Data Protection Legislation (GDPR)

* 1. Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For refer- ence, the appropriate UK GDPR templates which are required to be com- pleted in accordance with clause 28 are

reproduced in this Call-Off Contract document at Schedule 7.

# Schedule 1: Services

The supplier staff will be under the day to day direction and control of the supplier, not DWP. DWP will not specify tasks,

when and where the work needs to be done or move the supplier staff from one task to an- other;

Any quality or non-delivery issues will be raised directly with the supplier rather than the sup- plier staff;

Risk of failure to deliver the requirements will rest with the supplier rather than DWP, with the supplier being held accountable for non-delivery of the requirements specified in the contract.

Creation of knowledge transfer to DWP resource as part of knowledge transfer.

The Supplier will deliver the following outcome based deliverables (the “Services”):

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Area** | **Details of Activities** | **Acceptance Crite- ria** | **Estimated****Milestone Date** |
| D1 | (Redacted) | Produce specified High- Level Design's (HLDs) in accordance with DWP Standards | Specified designs, HLD’s are created to the appropriate standard and time- scale and formally signed off by the Pro- gramme | End of con- tract |
| D2 | (Redacted) | Produce specified Low- Level Design's (LLDs) in accordance with DWP Standards | Specified designs, LLD’s are created to the appropriate standard and time- scale and formally signed off by the Pro- gramme | End of con- tract |
| D3 | (Redacted) | Provide input to the DWH Risk Register | Own linked risks, providing mitigation and management throughout the life of the risk | End of con- tract |
| D4 | (Redacted) | Design the DWH RBAC model, service and application security for Programme | All RBAC designs are created to the appropriate standardand timescale and | End of con- tract |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  |  | formally signed off by the Programme |  |
| D5 | (Redacted) | Produce Build Guides for DWH Programme, in association with HLDs and LLDs mentioned above - | Specified Build Guides are created to the appropriate standard and time- scale and formally signed off by the Pro- gramme | End of con- tract |
| D6 | (Redacted) | Produce Firewall Guides for DWH Programme, in association with HLDs and LLDs mentioned above to assist with service inte- gration | Specified Fire Wall build sheets are cre- ated to the appropri- ate standard and timescale and for- mally signed off by the Programme | End of con- tract |
| D7 | (Redacted) | Scoping and oversight of IT health checks for all services which form the overall scope of the remediation activity | Production of the IT scoping document set | End of con- tract |
| D8 | (Redacted) | Provide DWH evidence that the system has encryption at rest and in transit | All encryption evi- dence to be docu- mented and provided to the Programme lead for formal sign - off | End of con- tract |
| D9 | (Redacted) | Define a new system access pro- cess for joiners, movers, leavers (JML) | All JML work com- pleted and signed-off to prescribed time- scales | End of con- tract |
| D10 | (Redacted) | Ensure that proposals reflect business needs and align to the organisation's strategic objec- tives – | All work is developed and delivered in ac- cordance with the Businesses needs and formally signed off | End of con- tract |
| D11 | (Redacted) | Provide an impact analysis and report of business changes for service optimisation | Documentation pro- vided to support im- pact analysis and for- mally signed-off | End of con- tract |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| D12 | (Redacted) | Produce the “To Be” processes across the Programme of work to help assist with end user adop- tion, tool specific & service opti- misation training | Produce documenta- tion to show the new processes and ways of working | End of con- tract |
| D14 | (Redacted) | Manage the delivery of the SAS product suite including service and application migrations | SAS environment de- livered as per envi- ronmental designs | End of con- tract |
| D15 | (Redacted) | The supplier must report any slippage that will impact delivery in a timely manner | Any delivery slippage is report out ASAP, alongside potential impacts | End of con- tract |
| D16 | (Redacted) | Ratify the existing test strategy and approach ensuring it meets the Programmes requirements | Test designs are cre- ated to the appropri- ate standard and timescale and for- mally signed off by the Programme | End of con- tract |
| D17 | (Redacted) | Conduct testing of DWH-R appli- cation changes including NFR’s and performance testing | All testing is under- taken in-line with pre- scribed protocols and security require- ments, based on the test strategy, pro- vided by the test lead. All outputs are clearly documented,including any defects | End of con- tract |
| D18 | (Redacted) | Adoption, application, and over- sight of architectural governance, ensuring that optimal ap- proaches are usedProvides the level of solution oversight required from the archi-tect role provided as part of this service | All design artefacts approved at the ap- propriate governance boards. | End of con- tract |
| D19 | (Redacted) | Undertake technical planning and involvement with dress re- hearsals and migrations within DWH-R. Aligning with target op- erating models and strategy de- velopment | All design artefacts approved at the ap- propriate governance boards. | End of con- tract |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  |  | Work alongside other architects and DevOps to align all develop- ment and migration related tasks across application and data mi-grations |  |  |
| D20 | (Redacted) | Adoption, application, and over- sight and Cloud auditing of DevOps governance, ensuring that optimal approaches are usedProvides the level of solution oversight required from the Dev Ops role provided as part of this service, including assistance with enterprise support & Cloud strat-egies | All artefacts ap- proved in accord- ance with DWP standards. | End of con- tract |
| D21 | (Redacted) | Development of solutions using DevOps pipelines to delivery scalable, maintainable and reus- able products and services within existing and new platform & landing zones | All products deliv- ered to required DWP standards and to required time- scales | End of con- tract |
| D22 | (Redacted) | Build a secure Azure production en- vironment that is DWP compliant and supports automation. This must be aligned to agreed Architecture documentation.. | The Azure environ- ment is fit for purpose and meets DWP stand- ards. | End of con- tract |
| D23 | (Redacted) | Build an Azure development and test environment that is DWP com- pliant. This must be aligned to agreed Architecture documentation. | The environment will allow for testing and development in a se- cure environment to hand over to BAU after contract end date. The environment will meet DWP standards. | End of con- tract |
| D24 | (Redacted) | Development of solutions using DevOps pipelines to delivery scala- ble, maintainable and reusable products and services within exist- ing and new platform & landing zones | All products delivered to required DWP standards and to re- quired timescales | End of con- tract |

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| D25 | (Redacted) | Ensures a smooth transition and minimal defects/issues when pro- moting the dev builds into the OPH environments | Scripts approved by design authority. | End of con- tract |
| D26 | (Redacted) | Fix any defects identified during testing. | All defects are fixed to required DWP stand- ards and to required timescales | End of con- tract |

# Schedule 2: Call-Off Contract charges

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

clude:

(Redacted)

# Schedule 3: Collaboration agreement Not used

# Schedule 4: Alternative clauses

## Introduction

* 1. This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

## Clauses selected

* 1. The Customer may, in the Order Form, request the following alternative Clauses:
		1. Scots Law and Jurisdiction
		2. References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call- Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.
		3. Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be re- placed with Scotland.
		4. References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for ‘FoIA/Free- dom of Information Act’ to be replaced with Freedom of In- formation (Scotland) Act 2002.
		5. Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.
		6. References to “tort” will be replaced with “delict” throughout
	2. The Customer may, in the Order Form, request the following Alternative Clauses:
		1. Northern Ireland Law (see paragraph 2.3, 2.4, 2.5,

2.6 and 2.7 of this Schedule)

## Discrimination

* + 1. The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particu- lar the:
			- Employment (Northern Ireland) Order 2002
			- Fair Employment and Treatment (Northern Ireland) Order 1998
			- Sex Discrimination (Northern Ireland) Order 1976 and 1988
			- Employment Equality (Sexual Orientation) Regulations (Northern Ire- land) 2003
			- Equal Pay Act (Northern Ireland) 1970
			- Disability Discrimination Act 1995
			- Race Relations (Northern Ireland) Order 1997
			- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
			- Employment Equality (Age) Regulations (Northern Ireland) 2006
			- Part-time Workers (Prevention of less Favourable Treatment) Regula- tion 2000
			- Fixed-term Employees (Prevention of Less Favourable Treatment) Reg- ulations 2002
			- The Disability Discrimination (Northern Ireland) Order 2006
			- The Employment Relations (Northern Ireland) Order 2004
			- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
			- Employment Relations (Northern Ireland) Order 2004 ● Work and Fami- lies (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Sup- plier under this Call-Off Contract he promotes equality of treatment and oppor- tunity between:

* + - * 1. persons of different religious beliefs or political opinions
				2. men and women or married and unmarried persons
				3. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
				4. persons of different racial groups (within the meaning of the Race

Relations (Northern Ireland) Order 1997)

* + - * 1. persons with and without a disability (within the meaning of the

Disability Discrimination Act 1995)

* + - * 1. persons of different ages
				2. persons of differing sexual orientation
		1. The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

## Equality policies and practices

* + 1. The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equal- ity Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the pol- icy.
		2. The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:
1. the issue of written instructions to staff and other relevant persons
2. the appointment or designation of a senior manager with re- sponsibility for equal opportunities
3. training of all staff and other relevant persons in equal op- portunities and harassment matters
4. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

* + 1. The Supplier will inform the Customer as soon as possible in the event of:
1. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their sharehold- ers or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
2. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the Call-Off Contract Pe- riod by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dis- missal or replacement of any relevant staff or Subcontractor(s)) as the Cus- tomer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

* + 1. The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and appli- cants for employment and will provide an annual report on the com- position of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its rele- vant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those under- taken by it in this clause 2.4 and will procure that those Subcontrac- tors comply with their obligations.
		2. The Supplier will provide any information the Customer requests (in- cluding Information requested to be provided by any Subcontrac- tors) for the purpose of assessing the Supplier’s compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

## Equality

* + 1. The Supplier will, and will procure that each Subcontractor will, in per- forming its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
		2. The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of op- portunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## Health and safety

* + 1. The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect

the Supplier in the performance of its obligations under the Call-Off Contract.

* + 1. While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in re- spect of Supplier Staff and other persons working there.
		2. The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
		3. The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations un- der the Call-Off Contract.
		4. The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

## Criminal damage

* + 1. The Supplier will maintain standards of vigilance and will take all pre- cautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their succes- sors) and will compensate the Customer for any loss arising

directly from a breach of this obligation (including any diminution of monies received by the Customer under any insur- ance policy).

* + 1. If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
		2. The Supplier will make (or will procure that the appropriate organisa- tion make) all appropriate claims under the Compensation Order as

soon as possible after the CDO Event and will pursue any claim dili- gently and at its cost. If appropriate, the

Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer’s cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

* + 1. The Supplier will apply any compensation paid under the Compensa- tion Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

# Schedule 5: Guarantee

Not Used

# Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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| Expression | Meaning |
| **Additional Services** | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request. |
| **Admission Agreement** | The agreement to be entered into to enable the Supplier to partici- pate 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 Platform). |
| **Audit** | An audit carried out under the incorporated Framework Agreement clauses. |
| **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 conse- quence 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. |

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| **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 pur- poses of, or in connection with, this Call-Off Contract. |
| **Buyer Representative** | The representative appointed by the Buyer under this Call-Off Con- tract. |

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| **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. |

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| **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, be- tween the Buyer and any combination of the Supplier and contrac- tors, 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 se- crets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all infor- mation derived from any of the above
* other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
 |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |

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| **Controller** | Takes the meaning given in the UK GDPR. |
| **Crown** | The government of the United Kingdom (including the Northern Ire- land Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, gov- ernment ministers and government departments and particular bod- ies, persons, commissions or agencies carrying out functions on its behalf. |

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| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or ac- tual 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 Pro- cessing on the protection of Personal Data. |
| **Data Protection Legisla- tion (DPL)** | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Per- sonal Data and privacy. |
| **Data Subject** | Takes the meaning given in the UK GDPR |

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| **Default** | Default is any:* breach of the obligations of the Supplier (including any fun- damental breach or breach of a fundamental term)
* other default, negligence or negligent statement of the Sup- plier, 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 Sup- plier 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. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regula- tions 2006 (SI 2006/246) (‘TUPE’) . |
| **End** | Means to terminate; and Ended and Ending are construed accord- ingly. |
| **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 regula- tions. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, ma- terials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the perfor- mance of its obligations under this Call-Off Contract. |

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| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the out- come screen of the ESI tool. |
| **Employment Status In- dicator 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-fortax](https://www.gov.uk/guidance/check-employment-status-for-tax) |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |

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| **Force Majeure** | A force Majeure event means anything affecting either Party's perfor- mance 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 in- cludes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.13 together with the Framework Schedules. |

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| **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 |

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|  | 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 legisla- tion made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant govern- ment department in relation to the legislation. |
| **G-Cloud Services** | The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are de- liverable by the Supplier under the Collaboration Agreement. |
| **UK GDPR** | The retained EU law version of the General Data Protection Regula- tion (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. |

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| **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 Regu- lations 2015. In the event of a conflict between any current UK gov- ernment 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 Infor- mation Act 2000. |

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| **Information security management system** | The information security management system and process devel- oped by the Supplier in accordance with clause 16.1. |

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| **Inside IR35** | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. |

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| **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
* a Dun & Bradstreet rating of 10 or less
 |
| **Intellectual Property Rights or IPR** | Intellectual Property Rights are:* copyright, rights related to or affording protection similar to copy- right, rights in databases, patents and rights in inventions, semi- conductor topography rights, trade marks, rights in internet do- main 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 registra- tion, 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). |

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| **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 con- tracted 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. |

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| **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 Sup- plier’s or Buyer’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, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a rele- vant court of law, or directives or requirements with which the rele- vant Party is bound to comply. |
| **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 (in- cluding negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly. |

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| **Lot** | Any of the 3 Lots specified in the ITT and Lots will be construed ac- cordingly. |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other in- formation, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the mali- cious 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 Schedule 6. |
| **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 Infor- mation Act 2000. |

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| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” is- sued 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 Ser- vices** | 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 accord- ingly. |

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| **Personal Data** | Takes the meaning given in the UK GDPR. |
| **Personal Data Breach** | Takes the meaning given in the UK GDPR. |
| **Platform** | The government marketplace where Services are available for Buy- ers to buy. |
| **Processing** | Takes the meaning given in the UK GDPR. |
| **Processor** | Takes the meaning given in the UK GDPR. |

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| **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 func- tion or activity
* commit any offence: o under the Bribery Act 2010
	+ under legislation creating offences concerning Fraud o at common Law concerning Fraud
	+ committing or attempting or conspiring to commit Fraud
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| **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 in- cluding databases, configurations, code, instructions, technical doc- umentation and schema but not including the Supplier’s Background IPRs. |
| **Property** | Assets and property including technical infrastructure, IPRs and equipment. |

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| **Protective Measures** | Appropriate technical and organisational measures which may in- clude: 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 highperfor- mance network which helps public sector organisations work to- gether, reduce duplication and share resources. |
| **Regulatory body or bod- ies** | 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 ap- plies. |

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| **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. |

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| **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 GCloud Services, including backup data. |

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| **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 Clause 2 (Services) of the Framework Agreement. |
| **Service description** | The description of the Supplier service offering as published on the Platform. |
| **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-controlsche](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) [ck-if-you-need-approval-to-spend-money-on-a-service](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) |
| **Start date** | The Start date of this Call-Off Contract as set out in the Order Form. |

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| **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 GCloud Services or any part thereof. |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| **Subprocessor** | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. |
| **Supplier** | The person, firm or company identified in the Order Form. |
| **Supplier Representative** | The representative appointed by the Supplier from time to time in re- lation to the Call-Off Contract. |

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| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the perfor- mance 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: UK GDPR Information

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

# Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the

Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

* 1. The contact details of the Buyer’s Data Protection Officer are: (Redacted)
	2. The contact details of the Supplier’s Data Protection Officer are: (Redacted)
	3. The Processor shall comply with any further written instructions with re- spect to Processing by the Controller.
	4. Any such further instructions shall be incorporated into this Annex.

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| **Description** | **Details** |

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| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**The Parties acknowledge that in accord- ance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:Contact details and personal information re- lating to DWP customers including but not limited to phone numbers, addresses, E- mail details, national insurance number and dates of birth. |

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| Duration of the Processing | Up to 7 years after the expiry or termination of the Framework Agreement |
| Nature and purposes of the Processing | To facilitate the fulfilment of the Supplier’s obligations arising under this Framework Agreement including1. Ensuring effective communi- cation between the Supplier and CSS
2. Maintaining full and accurate records of every Call-Off Con- tract arising under the

Framework Agreement in accordance withClause 7.6 |

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| Type of Personal Data | Includes:i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement |

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| --- | --- |
|  | 1. Contact details of, and com- munications with, Buyer staff concerned with award and man- agement of Call-Off Contracts awarded under the Framework

Agreement,1. Contact details, and commu- nications with, Sub-contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Agreement Contact details, and communica- tions with Supplier staff con- cerned with management of the

Framework Agreement |
| Categories of Data Subject | Includes:1. CSS staff concerned with management of the Framework Agreement
2. Buyer staff concerned with award and management of Call- Off Contracts awarded under the Framework Agreement
3. Sub-contractor staff con- cerned with fulfilment of the Sup- plier’s obligations arising from this Framework Agreement
4. Supplier staff concerned with fulfilment of the Supplier’s obli- gations arising under this

Framework Agreement |

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| Plan for return and destruction of the data once the Processing is complete UN- LESS requirement under Union or Mem-ber State law to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder |