



G-Cloud 13 Call-Off Contract

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

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Part A: Order Form

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

Platform service ID number	710821053832514 Note: BT has not conducted any pre-contract due diligence. The BT price does not make any allowance for TUPE. The service described in the service description is based on BT's standard offering for a commodity cloud service. Therefore, unless otherwise stated in the service description, the service does not include Security Plans, Business Continuity, Exit Management or Cyber Essentials certification specific to the individual service.
Call-Off Contract reference	D&T10721
Call-Off Contract title	Telecoms Mobility Data - BT
Call-Off Contract Description	Contract for the provision of the following: <ol style="list-style-type: none"> 1) UK wide Origin Destination Insights x 2 months 2) UK wide Footfall insights x 2 months 3) Historical Data: Reinstating the licence for the backdated data provided during COVID. This covers a full Origin Destination and footfall dating from March 2019 to March 2022 (inclusive). BTGC LD1300201-BT
Start date	29th March 2023
Expiry date	28th April 2025
Call-Off Contract value	£290,000.00 (excluding VAT)
Charging method	Payment by BACS following valid undisputed invoice.
Purchase order number	To be provided by the Buyer to the Supplier.

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

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

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

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

From the Buyer	<div>UK Health Security Agency</div> <div></div> <div></div> <div></div> <div></div>
To the Supplier	<div>British Telecommunications plc</div> <div></div> <div></div> <div></div> <div></div> <div></div>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Data Acquisition Manager

Email:

Phone:

For the Supplier:

BT Framework Contracts Helpdesk,

e-mail:

Call-Off Contract term

Start date	This Call-Off Contract Starts on 29th March 2023 and is valid for 25 months up to and including 28th April 2025 .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the CallOff Contract is at least ninety (90) Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of thirty (30) days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	Not applicable.

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 3 – Cloud support</p>
G-Cloud Services required	<p>Service ID: 7108 2105 3832 514</p> <p>The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 (Services) and outlined below:</p> <p>Provision of data sources listed below subject to the terms of this Call-Off Contract:</p> <ol style="list-style-type: none"> 1) UK wide Origin Destination Insights 2) UK wide Footfall insights 3) Historical Data: Reinstating the licence for the backdated data provided during COVID. This covers a full Origin Destination and footfall dating back to 2019.
Additional services	Not Applicable.

Location	<p>The Services are cloud based and will be delivered remotely. Where physical location is required, the Services will be delivered to the UK Health Security Agency of Nobel House, 17 Smith Square, London, SW1P 3HX, or with prior written agreement of the Buyer, from the Supplier's offices or approved remote locations within the UK.</p>
Final Schema	<p>The Final Schema for</p> <ol style="list-style-type: none"> (i) the UK Wide Origin Destination dataset for the period February 2023 and March 2023 (inclusive); and (ii) UK Wide Footfall dataset for the period February 2023 and March 2023 (inclusive); <p>to be agreed by both Parties before delivery of such Data to the Buyer.</p>

Quality standards	The quality standards required for this Call-Off Contract are set out in Schedule 1 of this Call-Off Contract.
Technical standards	The technical standards required for this Call-Off Contract are as specified in the Service Description of the G-Cloud catalogue entry ordered.
Service Levels Agreement	are as set out in the 'Performance of the Service' section of this Call-Off Contract.
Onboarding	Not applicable.
Offboarding	Not applicable.
Collaboration Agreement	Not Applicable.
Limit on Parties' liability	<ol style="list-style-type: none"> 1. Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the annual Charges per year. 2. The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation, or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). 3. The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges
	payable by the Buyer to the Supplier during the Call-Off Contract Term.

Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> - A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. - Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher minimum limit required by Law. - Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
Buyer's responsibilities	<ol style="list-style-type: none"> 1. The Buyer is responsible for supplying a Purchase Order. 2. Any requirements or responsibilities the Buyer is required to provide to enable the delivery of the Services are detailed within the Suppliers Service Description where required. 3. The Buyer is responsible for ensuring secure access to the data in line with applicable law and the Services provided and the data is only used for the Permitted Purpose. 4. The Buyer shall, upon receipt of (i) the UK Wide Origin Destination dataset for the period February 2023 and March 2023 (inclusive) and (ii) UK Wide Footfall dataset for the period February 2023 and March 2023 (inclusive) and as further described in Schedule 1 of the Call Off Contract, have 14 Working Days ("Review Period") to review and, acting reasonably, determine whether such datasets meet the Final Schema and if the Buyer: <ol style="list-style-type: none"> a. is satisfied that those datasets meet the Final Schema, the Buyer shall notify the Supplier in writing that those datasets are deemed accepted; or b. if it is not satisfied that those datasets (or any part of them) meets the Final Schema, the Buyer shall notify the Supplier in writing of the reasons it does not believe those datasets (or any part of them) meet the Final Schema and the Supplier may, in its absolute discretion, resupply those datasets (or


	<p>the relevant part of them) updated with the requested changes to the Buyer and the Review Period shall recommence from the date the Supplier receives the updated datasets.</p> <p>c. If the Buyer has not notified the Supplier under paragraph 4b or 4c above before the end of the Review Period, on the day after the final day of the Review Period the datasets will be deemed to be accepted by the Buyer.</p> <p>5. Once the datasets have been deemed as accepted in accordance with paragraph 4a or 4c above, any invoice the Supplier submits or has submitted to the Buyer for payment of the total Call-Off Contract Charges shall be deemed undisputed.</p>
Buyer's equipment	Not Applicable

Supplier's information

Sub-contractors	Not Applicable
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is set out in Schedule 2.
Invoice details	The Supplier shall issue a valid undisputed electronic invoice for the total Call-Off Contract Charges set out in Schedule 2 (Call-Off Contract Charges) for the Services to be provided under Schedule 1 (Services). Purchase Order to be provided by the Buyer upon signature of the Call-Off Contract. The Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
	Invoices will be sent to: 

Who and where to send invoices to														
Invoice information required	All invoices must include purchase order number, Call-Off Contract reference and description of product / services procured.													
Invoice frequency	One-Off													
Call-Off Contract value	The total value of this Call-Off Contract is £290,000.00 (excluding VAT).													
Call-Off Contract charges	<table><tr><td></td><td></td><td></td></tr><tr><td></td><td></td><td rowspan="3"></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td></tr><tr><td></td><td></td><td></td></tr></table>													

Additional Buyer terms

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Performance of the Service	Performance of the Service shall be assessed at regular meetings and based upon the key performance indicator targets for response and resolution times, as set out in, clause 6.30 of Schedule 6 of the Framework Agreement, and including all as referenced in the Supplier tender response documents.
Guarantee	Not Applicable.

Warranties, representations	<p>The Buyer warrants that Derivative Works (as defined in the “Buyer specific amendments to/refinements of the Call-Off Contract terms” section of this Order Form, but excluding those parts of the Derivative Works which constitute Licensed Materials) will not infringe any Intellectual Property Rights of any third parties.</p> <p>The Supplier warrants that all Data comprised in the BT Deliverables has undergone advanced quality checks at all stages of ingestion and processing, with clear fix processes in place.</p> <p>The Supplier warrants that it has validated all Data comprised in the BT Deliverables against third party reference data such as ONS, National Travel Survey etc, to ensure a high level of correlation with ground truth values.</p> <p>The Supplier warrants that all the Data comprised in the BT Deliverables provided to the Supplier is uncorrupted, clean and usable for the Permitted Purpose.</p>
Supplemental requirements in addition to the Call-Off terms	Not Applicable.
Alternative clauses	Not Applicable.
	Non-binding Preamble

Buyer specific
amendments
to/refinements of the
Call-Off Contract terms

The Supplier is providing aggregated and anonymised data to the Buyer in order to support the remit of the United Kingdom Health Security Agency ("**UKHSA**") including but not limited to the Permitted Purpose set out in clause 1.10 of this preamble.

- A. The responsible use of data is a key priority for the Supplier. The Supplier has considered relevant ethical issues in its collection, processing and dissemination of the aggregated and anonymised data for the purposes of this Call-Off Contract and applied various safeguards (both contained within this Call-Off Contract and otherwise) to ensure an ethical approach and practice is maintained at all times.
- B. The Parties acknowledge that the delivery and use of the BT Deliverables will be guided by and should be conducted in line with ethical principles as follows:
 - a. Oversight: oversight of the use of the BT Deliverables and Derivative Works;

	<ul style="list-style-type: none"> b. Proportionality: ensuring BT Deliverables are no more extensive than is legitimately required by the Buyer to fulfil the Permitted Purpose; c. Time-bound: setting appropriate time limits on the supply and reach of the BT Deliverables; d. Transparency: explaining as and when appropriate to the public the need for and use of the BT Deliverables and Derivative Works in fulfilment of the Permitted Purpose, and to avoid public misconceptions; e. Privacy: ensuring no material risk of re-identification of the Data (i.e. no individual should be capable of being identified by the Data) on an ongoing basis, including but not limited to assessing and if necessary amending any stipulated dataset rules, such as minimum numbers to be included in a dataset or minimum geographical areas or demographic categories used; f. Security: ensuring continuing robust security measures around the handling of the BT Deliverables and Derivative Works; and g. Consultation: appropriate consultation where required with stakeholder bodies (e.g. ICO, Ofcom), ("Ethical Considerations"). <p>C. Some of the Buyer's example use cases for the BT Deliverables are as follows ("Proposed Use Cases"):</p> <ul style="list-style-type: none"> a. Modelling spread of infectious diseases and variants supporting response to infectious disease incidents to predict the present state and the future course of outbreaks. Modelling spatial spread of disease to understanding the interconnectivity of different spatial areas to predict changes in incidence due to movement. b. Understanding behaviours and behavioural changes post-pandemic, helping us understand the potential impact of wider health threats. c. Supporting non-covid incident response (CBRN incidents, biological threats such as wildfires/flooding, and other infectious and non-infectious disease threats). d. Triangulation of other behavioural data to establish a post-pandemic baseline of behaviour as well as to triangulate other behavioural data. e. Understanding of how high consequence infectious pathogens interact with the population to cause disease to explore the difference between location of exposure and the location of presentation. f. COVID and non-covid cases, hospitalisation and deaths forecasting used as both a direct indicator and a modifier for other indicators for COVID-19, influenza and other future diseases.
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- g. Cost effectiveness analysis for national vaccine programmes e.g. seasonal and pandemic influenza. This requires a good understanding of the mixing between age groups to capture potential indirect effects. Currently, these models use pre-pandemic mixing data and will need to be recalibrated to postpandemic mixing to ensure they are able to account for the changes to the epidemiology of pathogens going forward. Mobility data will aid UKHSA in understanding how mixing has changed during the pandemic, and at what point this settles into a more regular pattern in the future.

For the avoidance of doubt the Proposed Use Cases are the Buyer's anticipated use cases only and do not represent an exhaustive list of use cases that the Buyer may choose to use the BT Deliverables for in accordance with the Permitted Purpose.

1. Definitions and Interpretation

The following additional definitions shall apply to this Call-Off Contract:

- 1.1. **"Active Intelligence Database"** means the insights database created by the Supplier concerning its mobile network and mobile user activities, and Wi-Fi traffic data from its commercial Wi-Fi network, from which the Data is extracted and/or the BT Deliverables are based;
- 1.2. **"BT Deliverable"** means (a) the Data; and/or (b) any reports or documents which include, use or refer to the Data, provided by the Supplier under this Call-Off Contract and as more detailed in the Order Form;
- 1.3. **"Buyer Materials"** means any Materials provided by the Buyer to the Supplier, or otherwise utilised by the Buyer, in connection with the Supplier's provision and the Buyer's use of the BT Deliverables;
- 1.4. **"Buyer Personnel"** means the Buyer's employees, agents and contractors;
- 1.5. **"Data"** means data or information, in any aggregated and anonymised form, including image visualisation and sound recording summarisation, relating to the Supplier's customers or users;
- 1.6. **"Ethical Considerations"** has the meaning given in paragraph B of the Non-Binding Preamble;
- 1.7. **"Licensed Materials"** means (a) the BT Deliverables; and (b) the BT Deliverables contained in any Derivative Works created by the Buyer in accordance with clause 2.1.2;
- 1.8. **"Licence Terms"** means clauses 2.1 and 2.2;
- 1.9. **"Materials"** means literary or other works of authorship including specifications, software, routines, codes (including source code), interfaces, job control

	<p>and other logs, databases, module, compilations of data, program listings, software tools, methodologies, tool kit, processes, scripts, manuals (including user and reference manuals), reports, plans, process and/or procedure documents, drawings, images, sound and other written documentation in any media and machine-readable text and files;</p> <p>1.10. “Permitted Purpose” means the UKHSA’s remit, as set by the DHSC Ministers responsible for approving UKHSA’s business and longer-term strategic plans, including but not limited to:</p> <p>1.10.1. supporting everyone in the UK to live healthy lives less impacted by hazards to their health and with more equal outcomes;</p> <p>1.10.2. protecting UK society, public services and economy by reducing the risk and impact of hazards to health;</p> <p>1.10.3. ensuring the UK can respond to current and emerging threats through a strong, capable, prepared and responsive public health system; and</p> <p>1.10.4. strengthening future capability and excellence in health security, nationally and globally;</p> <p>1.11. “Permitted Party Personnel” means employees, agents and contractors of the Permitted Parties, Additional Permitted Parties and the Academic Permitted Parties;</p> <p>1.12. “Proposed Use Cases” has the meaning given in paragraph C of the Non-Binding Preamble; and</p> <p>1.13. “Supplier Network” means the communications network owned or leased by the Supplier and its related IT systems.</p> <p>2. Licence Terms and Buyer Obligations</p>
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	<p>2.1. Subject to clause 2.2, the Supplier grants the Buyer a limited, non-exclusive, royalty-free (except for the CallOff Contract Charges set-out in Schedule 2) and nontransferable licence (with the right to sub-license such rights to Permitted Parties, Additional Permitted Parties, and/or Academic Permitted Parties to the extent relevant for the Permitted Purposes on sublicence terms no less onerous than this Call-Off Contract) for the Call-Off Contract Term:</p> <p>2.1.1. to use (subject to clause 2.3), copy (subject to clause 2.2.7) and host the BT Deliverables solely in accordance with the terms of this Call-Off Contract, solely and strictly for the Permitted Purpose within the UK only; and</p> <p>2.1.2. for Buyer to create Materials that contain parts of or references any of the BT Deliverables in any format and anywhere in the world ("Derivative Works"), provided that such</p>
	<p>Derivative Works are used solely and strictly for the Permitted Purpose, (the "Licence").</p>

	<p>2.2. The Buyer shall not:</p> <p>2.2.1. include any part of the Licensed Materials in any product or service offered to any third parties, except as expressly permitted in this Call-Off Contract;</p> <p>2.2.2. sub-license the use of any part of the Licensed Materials to any third party other than Permitted Parties, Additional Permitted Parties and/or Academic Permitted Parties as expressly permitted under this Call-Off Contract;</p> <p>2.2.3. make any part of the BT Deliverables publicly available;</p> <p>2.2.4. modify any part of the BT Deliverables, save that nothing in this Call-Off Contract shall restrict the Buyer from augmenting the Data by combining it with data from other sources, provided that:</p> <p>2.2.4.1. the Data does not become Personal Data in the end result;</p> <p>2.2.4.2. the modified Data is not traceable (by reverse engineering or otherwise) to Supplier or the Active Intelligence Database as the originating source; and</p> <p>2.2.4.3. any modification of the Data prior to use in Derivative Works (where Derivative Works could include statistical measures and augmentation by combining with data from other sources) is not capable of use (and will not be used) substantially as a substitute for the Data, (“Augmented Data”);</p> <p>2.2.5. reverse engineer or attempt to reverse engineer any part of the BT Deliverables for any purpose including to derive or attempt to derive any Personal Data or otherwise identify any individual from the underlying Data;</p> <p>2.2.6. sell or otherwise distribute the BT Deliverables other than as permitted under this Call-Off Contract;</p> <p>2.2.7. make copies of the BT Deliverables, save that Buyer may make copies of those parts of the BT Deliverables to the extent reasonably necessary for the purpose of back-up, mirroring (and similar availability</p>

	enhancement techniques), security, disaster recovery and testing; and
	2.2.8. use any part of the Licensed Materials, in any manner which may be expected to cause significant damage to the reputation of the Supplier.
	2.3. In respect of its use of the BT Deliverables in accordance with the Licence Terms, the Buyer will use reasonable endeavours to:
	2.3.1. Where necessary, carry out a data privacy impact assessment for relevant use cases for the BT Deliverables including the Proposed Use Cases; and
	2.3.2. take into account Ethical Considerations in respect of its use cases for the BT Deliverables.
	2.4. The Buyer agrees not to disclose the BT Deliverables to any third party, except UK Government Departments, devolved administrations in the UK (including without limitation the Northern Ireland Executive, the Scottish Government, the Welsh Government, the Greater London Authority and other combined authorities), National Health Trust organisations and UK Government agencies to the extent relevant for the Permitted Purpose (including without limitation the Department for Digital, Culture, Media and Sport, Parliament and any Parliamentary Committees, and the Office of National Statistics) (" Permitted Parties ").
	2.5. Notwithstanding clause 2.4, the Buyer may disclose BT Deliverables to any other third party(s) to the extent relevant for the Permitted Purposes provided that such disclosure is agreed in advance by the Supplier (such Supplier's agreement not to be unreasonably withheld or delayed) in writing (including by email) (" Additional Permitted Parties ").
	2.6. Notwithstanding clauses 2.4 and 2.5, the Buyer may disclose BT Deliverables to academic groups advising the Buyer and/or the UK Government in connection with the Permitted Purpose (" Academic Permitted Parties "), provided that:
	2.6.1. the Buyer ensures that appropriate vetting procedures are in place in respect of the Academic Permitted Parties, including without limitation ensuring that the Academic Permitted Parties:
	2.6.1.1. only gain access to the BT Deliverables if the Buyer has approved the Academic Permitted Party's research proposal;

	<p>2.6.1.2. have the relevant skills to use the BT Deliverables in connection with the Permitted Purpose;</p> <p>2.6.1.3. will only have access to the BT Deliverables as proportionate to their research needs;</p> <p>2.6.1.4. are subject to appropriate data protection and data ethics policies and procedures when using the BT Deliverables within the requirements of this Call-Off Contract; and</p> <p>2.6.1.5. are bound by appropriate confidentiality obligations in respect of the BT Deliverables not inconsistent with the confidentiality obligations in this Call-Off Contract; and</p> <p>2.6.2. the Buyer ensures that the Supplier's identity is anonymised when the BT Deliverables are supplied, or made available, to the Academic Permitted Parties.</p> <p>2.7. For the purposes of clauses 2.4, 2.5 and 2.6, in accordance with the Licence Terms the Buyer may sub-license the rights granted under the Licence Terms to the Permitted Parties, Additional Permitted Parties and Academic Permitted Parties to the extent such sub-licence is within the Permitted Purposes, provided that:</p> <p>2.7.1. such sub-licence is on terms no broader than those granted to the Buyer under the Licence Terms;</p> <p>2.7.2. under such sub-licence, the Permitted Party's, Additional Permitted Party's or Academic Permitted Party's (as applicable) use of the Licensed Materials is limited to the Permitted Purposes; and</p> <p>2.7.3. the Buyer shall take best endeavours to ensure that any Permitted Parties, Additional Permitted Parties and Academic Permitted Parties to whom the Buyer discloses BT Deliverables comply with this Call-Off Contract and only use the BT Deliverables for the Permitted Purpose.</p> <p>2.8. For the sake of clarity, exploitation of the BT Deliverables, in fields of application not covered by the Permitted Purpose and rights of distribution other than for Permitted Parties, Additional Permitted Parties and Academic Permitted Purposes in the UK to the extent relevant for the Permitted Purpose are exclusively reserved for the Supplier (i.e. other fields of use and</p>
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	<p>customer groups and territories are reserved exclusively to the Supplier).</p> <p>2.9. The Buyer must maintain an up-to-date record of Permitted Parties, Additional Permitted Parties and Academic Permitted Parties it discloses BT Deliverables to, and make this record available to the Supplier upon reasonable request.</p> <p>2.10. The Buyer shall put Buyer Personnel on notice of these Licence Terms, or any other relevant terms of this Call-Off Contract, and use best endeavours to ensure that Buyer Personnel comply with this Call-Off Contract when they access the BT Deliverables.</p> <p>2.11. The Buyer will:</p> <p>2.11.1. only allow its employees and contractors to access BT Deliverables where they need to for the Permitted Purposes; and</p> <p>2.11.2. ensure that:</p> <p>2.11.2.1. any employees or contractors who access the BT Deliverables are properly authorised to do so; and</p> <p>2.11.2.2. its employees and contractors do not share their login credentials to access the BT Deliverables with anyone else.</p> <p>2.12. The Supplier retains the right to refuse or remove access to the BT Deliverables from any of the Buyer Personnel and Permitted Party Personnel in the event of Material Breach of this Call-Off Contract (not capable of remedy within 72 hours of the Material Breach occurring) by the relevant Buyer Personnel or Permitted Party Personnel (as applicable), provided that:</p> <p>2.12.1. the Supplier notifies the Buyer with sufficiently reasonable timeframe and in advance of refusing or removing access to the Buyer Personnel or Permitted Party Personnel (as applicable) and provided that the Buyer is given the opportunity to rectify any identified breach within 72 hours of the Material Breach occurring;</p> <p>2.12.2. the Supplier provides the Buyer with alternative and credible options including but not limited to, replacing the relevant Buyer Personnel or Permitted Party Personnel that has caused the said breach; and</p> <p>2.12.3. the Supplier provides the Buyer with a written reason for refusing or removing access to the Buyer Personnel or Permitted Party Personnel (as applicable).</p>
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	<p>2.13. The Supplier shall use best endeavours to ensure that the Data and BT Deliverables provided to the Buyer do</p>
	<p>not contain any Personal Data, including but not limited to use of agreed minimum sample sizes of aggregated Data, to reduce as far as possible the risk that such Data may by itself be considered Personal Data. If the Buyer believes that any Data or BT Deliverables provided to the Buyer may contain Personal Data in the format in which it is received, the Buyer shall, as soon as reasonably practicable:</p> <p>2.13.1. notify the Supplier about the Personal Data provided; and</p> <p>2.13.2. delete the Personal Data from its systems.</p> <p>3. Intellectual Property Rights</p> <p>3.1. The Supplier shall own all the Intellectual Property Rights in the Active Intelligence Database and the Licensed Materials. Nothing in this Call-Off Contract shall act or be interpreted as transferring any rights in any of the Supplier's Intellectual Property Rights including the Active Intelligence Database and the Licensed Materials. The only licences granted by the Supplier in its Data or its Intellectual Property Rights are as expressly set forth in this Call-Off Contract.</p> <p>3.2. Subject to clause 3.1, the Buyer (or its third party licensors) shall own the Intellectual Property Rights in the Augmented Data, the Derivative Works (excluding the Licensed Materials) and the Buyer Materials.</p> <p>3.3. The Supplier reserves exclusively for itself the unfettered right at all times to use or exploit the BT Deliverables in any manner and for any purpose at its sole discretion.</p> <p>3.4. Any use of the Licensed Materials by the Buyer not permitted by the Licence Terms that causes significant loss, harm or damage to the Supplier shall constitute an irremediable Material Breach of this Call-Off Contract.</p> <p>3.5. The Buyer hereby grants the Supplier a limited, nonexclusive, non-transferable, worldwide and royalty-free licence for the Call-Off Contract Term to use any Buyer Materials provided to Supplier under this Call-Off Contract solely for the purposes of Supplier fulfilling its obligations under the terms of this Call-Off Contract and for the duration of this Call-Off Contract.</p>

	<p>3.6. The Buyer acknowledges and agrees that it shall have no rights or licences in, or to any part of, the Licensed Materials other than as expressly set out in this CallOff Contract.</p> <p>3.7. The Buyer acknowledges that the Supplier and/or its licensors has or have made and will continue to make substantial investment in the obtaining, verification, selection, co-ordination, development, presentation and supply of the underlying Data.</p>
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	<p>3.8. To the extent required by the Buyer to use the Augmented Data and/or the Derivative Works, or gain the benefit of the Services, the Supplier grants to the Buyer a perpetual, non-exclusive, transferable, royaltyfree and worldwide licence to use, copy, modify and adapt (with the right to sub-license such rights to Permitted Parties, Additional Permitted Parties and/or Academic Permitted Parties) for the Permitted Purpose, any BT Deliverables incorporated within the Augmented Data and/or Derivative Works.</p> <p>4. Confidentiality and Publicity</p> <p>4.1. Subject to clause 18 of the Framework Agreement, the Buyer acknowledges that the Supplier considers that the BT Deliverables provided to the Buyer are commercially sensitive to the Supplier under the Freedom of Information Act 2000 as follows:</p> <table><tr><th>Information Class</th><th>Exemption (Section of the Act)</th><th>Detailed Reason for Application of exemption</th><th>No. of Years of confidentiality</th></tr></table>	Information Class	Exemption (Section of the Act)	Detailed Reason for Application of exemption	No. of Years of confidentiality
Information Class	Exemption (Section of the Act)	Detailed Reason for Application of exemption	No. of Years of confidentiality		

	Technical	Section and 13	41 The Supplier is providing information in commercial confidence and considers that the information would be exempt from disclosure under the FOIA. Section 41 of the FOIA exempts the Buyer from disclosing that information as the disclosure (otherwise than under the FOIA) would constitute an actionable breach of confidence. Disclosure of the information would also be commercially prejudicial to the Supplier's interests and accordingly exempt from disclosure by virtue of section 43 of the FOIA. BT believes that the public interest in maintaining the confidentiality of the information	7 Years from end of Call-Off Contract
			outweighs the	

public interest in its disclosure for the following reason: If the information was disclosed this would undermine competition in the markets in which these services are offered. The interests of consumers would not be best served by such a development. It is in the public interest to ensure that competition in the market is not distorted by competitors having access to commercially sensitive information about each other. Placing one company at a disadvantage to another by commercially prejudicing its position in the market place is contrary to the public policy goal of maintaining and encouraging competition in the market.

- 4.2. Except as may be required to comply with its legal and/or regulatory obligations, the Buyer shall not make any attribution or reference expressly to the Supplier (including the name and/or any branding of the Supplier) in any Derivative Works (excluding for the purposes of this clause any Derivative Works which are internal to the Buyer and any internal correspondence, memos, notices and the like produced by the Buyer, the Permitted Parties and/or the Additional Permitted Parties and/or Academic Permitted Parties), or any publication or public announcement in connection with any Derivative Works, unless the Supplier provides its prior written consent not to be unreasonably withheld, and the Supplier shall provide its response to the Buyer (either confirming or rejecting consent and the reasons for rejecting) as soon as reasonably practicable, and in

	<p>any case within one (1) Working Day, of the Buyer's request.</p> <p>4.3. For the avoidance of doubt, the Buyer will not breach clause 4.2 if the Supplier is attributed or referenced in a pseudonymised form (for example, "Telco A") either individually or as part of a group.</p> <p>4.4. Notwithstanding clause 2.2.3 above but subject always to clauses 4.1, 4.2 and 4.3 above, and clause 18 of the Framework Agreement, the Parties acknowledge and agree that the Derivative Works (created by the Buyer in accordance with clause 2.1.2):</p> <p>4.4.1. that do not identify BT Deliverables may be made publicly available in connection with the Permitted Purpose, at the Buyer's sole discretion without requiring prior consent of the Supplier;</p> <p>4.4.2. that do contain BT Deliverables will, subject to clause 13 below, be provided to the Supplier prior to being made publicly available in connection with the Permitted Purpose, to allow the Supplier reasonable time to promptly review such Derivative Works against its responsible use of data policy and the Buyer shall, in good faith, take into consideration any feedback or proposed amendments from the Supplier before it makes such Derivative Works publicly available.</p> <p>5. Data Retention</p> <p>5.1. Subject to clause 3.8, the Buyer will not keep the BT Deliverables for any longer than necessary to fulfil the Permitted Purpose, and shall delete the BT Deliverables (and ensure they are deleted by all parties who have accessed the BT Deliverables, including the Permitted Parties and the Additional Permitted Parties) once they are no longer needed or upon termination of the Buyer's right of access to the BT Deliverables (including by means of the expiry or termination of the Call-Off Contract Term) except if retention of the BT Deliverables (or a copy thereof) is required by Law.</p> <p>6. Governance</p> <p>6.1. The Parties agree to meet on a regular basis (no more than once per fortnight) during the term of the Licence at a date and time agreed by the Parties for a project governance meeting ("Project Governance Meeting"). Project Governance Meetings will be conducted by conference telephone/video call or other means as agreed by the Parties.</p>
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	<p>6.2. The Parties shall agree who shall chair, conduct and take minutes for the Project Governance Meetings.</p>
	<p>6.3.</p> <p>The Parties agree that the purpose of the Project Governance Meetings will be to discuss the ongoing delivery of the Services and the Buyer's use of the BT Deliverables under the Licence.</p> <p>6.4. Project Governance Meetings shall include, without limitation, the following standing agenda items as and when available:</p> <p>6.4.1. An update on identity of the Permitted Parties, Additional Permitted Parties, and the Academic Permitted Parties to whom the BT Deliverables have been disclosed;</p> <p>6.4.2. A summary of the Derivative Works created by the Buyer; and</p> <p>6.4.3. Any Ethical Considerations which have arisen or may arise in respect of the Services and the BT Deliverables; and</p> <p>6.4.4. A summary of how the BT Deliverables are being used for the Proposed Use Cases (and any additional use cases).</p> <p>6.5. Subject to clause 13 below, the Buyer will give the Supplier's nominated representative (to be notified to the Buyer in writing) reasonable written notice of new use cases for the BT Deliverables in addition to the Proposed Use Cases. Upon the Supplier's nominated representative being notified of any new use case for the BT Deliverables:</p> <p>6.5.1. the Buyer will promptly provide the Supplier with, if reasonably requested by the Supplier within 3 Working Days of such notification, sufficient information to determine whether the new use case is proportionate fair and in line with the Supplier policy on responsible use of data; and</p> <p>6.5.2. the Supplier shall within 3 Working Days of receipt of complete information requested under cause 6.5.1 above provide the Buyer, in writing (including email), with any justification it may have for the new use case not meeting the Supplier's policy on the responsible use of data, which the Buyer shall, in good faith, take into account before making any decision (at it's sole discretion) to move ahead with the new use case.</p> <p>7. BT Security Requirements</p>

	<p>7.1. Without prejudice to any obligations of confidentiality it may have, where the Buyer has access to BT Deliverables, the Buyer shall have in place systems and processes which are at least as stringent as the systems and processes it applies to its own confidential information to protect the security and</p>
	<p>confidentiality of the BT Deliverables in accordance with the terms of this Call-Off Contract.</p> <p>8. Supplier Warranties</p> <p>8.1. The Supplier is providing the BT Deliverables and methods of accessing the BT Deliverables to the Buyer on an "as is" basis, save that</p> <p>8.1.1. the Supplier warrants that the BT Deliverables will be accurate, complete and as per the specification set out in the Final Schema; and</p> <p>8.1.2. the applicable methods for accessing the BT Deliverables will be available (save that where such method is subject to minor interruption, bug or error such interruption, bug or error will be remedied (including workarounds) by the Supplier within 1 Working Day of being notified of such occurrence by the Buyer).</p> <p>9. Supplier Indemnity</p> <p>9.1. The Supplier shall indemnify and hold the Buyer harmless against all liabilities, costs, expenses, claims, damages and losses suffered or incurred by the Buyer directly caused by any breach of Data Protection Legislation arising out of or in connection with the Supplier providing Personal Data to the Buyer. The Parties acknowledge that any BT Deliverables provided by the Supplier to the Buyer in compliance with Schedule 1 shall not be subject to this indemnity.</p> <p>10. Suspension Rights</p> <p>10.1. The Supplier may temporarily restrict or suspend use of or access to any affected Data or BT Deliverable if the Supplier reasonably considers that it is necessary to do so in order to safeguard the integrity or security of the Data.</p> <p>10.2. The Supplier will notify the Buyer in advance of any restriction or suspension under clause 10.1 as soon as possible.</p> <p>11. Termination for damage to reputation</p>

	<p>11.1. The Supplier may terminate this Call-Off Contract at any time by giving no less than 20 Working Days' notice in writing to the Buyer, demonstrating to the Buyer that</p> <p>11.1.1. the Buyer's use of the BT Deliverables in accordance with the Call-Off Contract; and/or 11.1.2. the use of the BT Deliverables by the Permitted Parties, the Additional Permitted Parties and/or Academic Permitted Parties in accordance with this Call-Off Contract,</p>
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	<p>creates a material risk of causing significant damage to the reputation of the Supplier, its brands, products or services.</p> <p>11.2. Following receipt of a termination notice from the Supplier in accordance with clause 11.1 above, the Buyer shall cease use of the BT Deliverables as soon as reasonably practicable thereafter, and in any event prior to the expiry of the period of that notice.</p> <p>12. Record Retention and Audit Rights</p> <p>12.1. Subject to clause 34 of the Framework Agreement, the Buyer will maintain and retain records required by Law.</p> <p>12.2. The Buyer will grant to the Supplier (and to its representatives) the right of access to relevant records, documents, Buyer Personnel, facilities, equipment, information and software and any other relevant information via the Buyer representative to this Call-Off Contract</p> <p>12.2.1. during Buyer's office hours for the duration of the Call-Off Contract and for a period of twelve (12) months following its termination or expiry, to audit the Buyer's performance of its obligations under the Call-Off Contract; and</p> <p>12.2.2. at any time during Buyer's office hours or the duration of the Call-Off Contract and for a period of six (6) years following its termination or expiry, to comply with any request by, requirement of, or duty to, any regulatory authority in the course of carrying out its regulatory functions or the requirements of Law.</p> <p>Each Party will bear its own costs of participation in any of such audits.</p>
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	<p>12.3. The Supplier will give the Buyer:</p> <p>12.3.1. ten (10) Working Days' notice of when the audit set out in clause 12 will be conducted; and</p> <p>12.3.2. an estimate of the audit's duration. The Supplier will not be required to inform the Buyer of the objective of such audits. The Buyer will ensure that itself and its Buyer Personnel provide all reasonable assistance to, and cooperate with, any auditor.</p> <p>12.4. In the event that an audit establishes:</p> <p>12.4.1. that the Supplier has been underpaid for its performance of the Services, the Buyer will pay to the Supplier the amount of any such underpayment in accordance with the terms of the is Call-Off Contract and upon receipt of a valid undisputed invoice or</p> <p>12.4.2. any non-compliance with the Call-Off Contract, the Buyer will remedy such non-</p>
	<p>compliances (to the extent such non-</p>

	<p>compliance is remediable) within fourteen (14) Working Days and the Buyer will be responsible for all associated remedial costs unless otherwise agreed by the Supplier in writing.</p> <p>13. Exceptional Circumstances or Emergencies Without prejudice to the terms of this Call-Off Contract, in exceptional circumstances and/or an emergency, where, acting in good faith, any form of prior notification to the Supplier is not practicable in the time available, the Buyer may:</p> <p>13.1.1. make Derivative Works that contain BT Deliverables publicly available without prior consultation or notification to the Supplier; or</p> <p>13.1.2. use BT Deliverables in connection with new use cases within the Permitted Purpose provided that in doing so the Buyer (i) considers and complies with clause 2.2.8 above (ii) takes into account Ethical Considerations in respect of its use cases for the BT Deliverables (including where they are comprised in Derivative Works) and (iii) provides notification to BT of any actions taken under 13.1.1 or 13.1.2 as soon as reasonably practicable after the event.</p> <p>14. Order of precedence 14.1. The Parties agree that to the extent of any inconsistency of this Order Form (including these “Buyer specific amendments to/refinements of the Call-Off Contract terms” with the Call-Off terms and conditions in Part B of this Call-Off Contract and/or applicable terms of the Framework Agreement (incorporated through Part B of this Call Off-Contract), the Order Form shall take precedence. The order precedence shall be as set out in clause 1.4 of this Call-Off Contract.</p>
Personal Data and Data Subjects	See Annex 1
Intellectual Property	As set out above.

Social Value	<p>Note Social Value Requirement:</p> <p>In accordance with the Buyer’s Permitted Purpose</p>
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1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

DocuSign Envelope ID: BE283D4C-8C30-462F-BF27-4C56CD874B27

Signed	For and on behalf of the Supplier:	For and on behalf of the Buyer:
2.2 The Buyer provided an Order Form for Services to the Supplier.		
Name	<div>DocuSigned by:</div> <div></div>	<div>DocuSigned by:</div> <div></div>
Title		Full Name: <div></div>
Signature	Full Name: <div></div> Job Title/Role: Director	Job Title/Role: Pillar Lead - Digital & DAS
Date	Date Signed: 29/03/2023	Date Signed: 29/03/2023

Customer Benefits

For each Call-Off Contract the Buyer is asked to please complete a CSS G-Cloud Customer Benefits Record, by following this link:

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

- 4.1.1 be appropriately experienced, qualified and trained to supply the Services
- 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
- 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
- 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
 - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

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

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

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

6. Business continuity and disaster recovery

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

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

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

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

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

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier

under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

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

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

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

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees)

arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

11.8 Clause 11.6 will not apply if the IPR Claim is from:

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

11.8.2 other material provided by the Buyer necessary for the Services

- 11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework>
and the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-securityclassifications>

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

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

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

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

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

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

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

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

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

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

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

16. Security

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

- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).
- ## 21. Exit plan
- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations

and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

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

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements

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

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

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

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

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

29.6.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

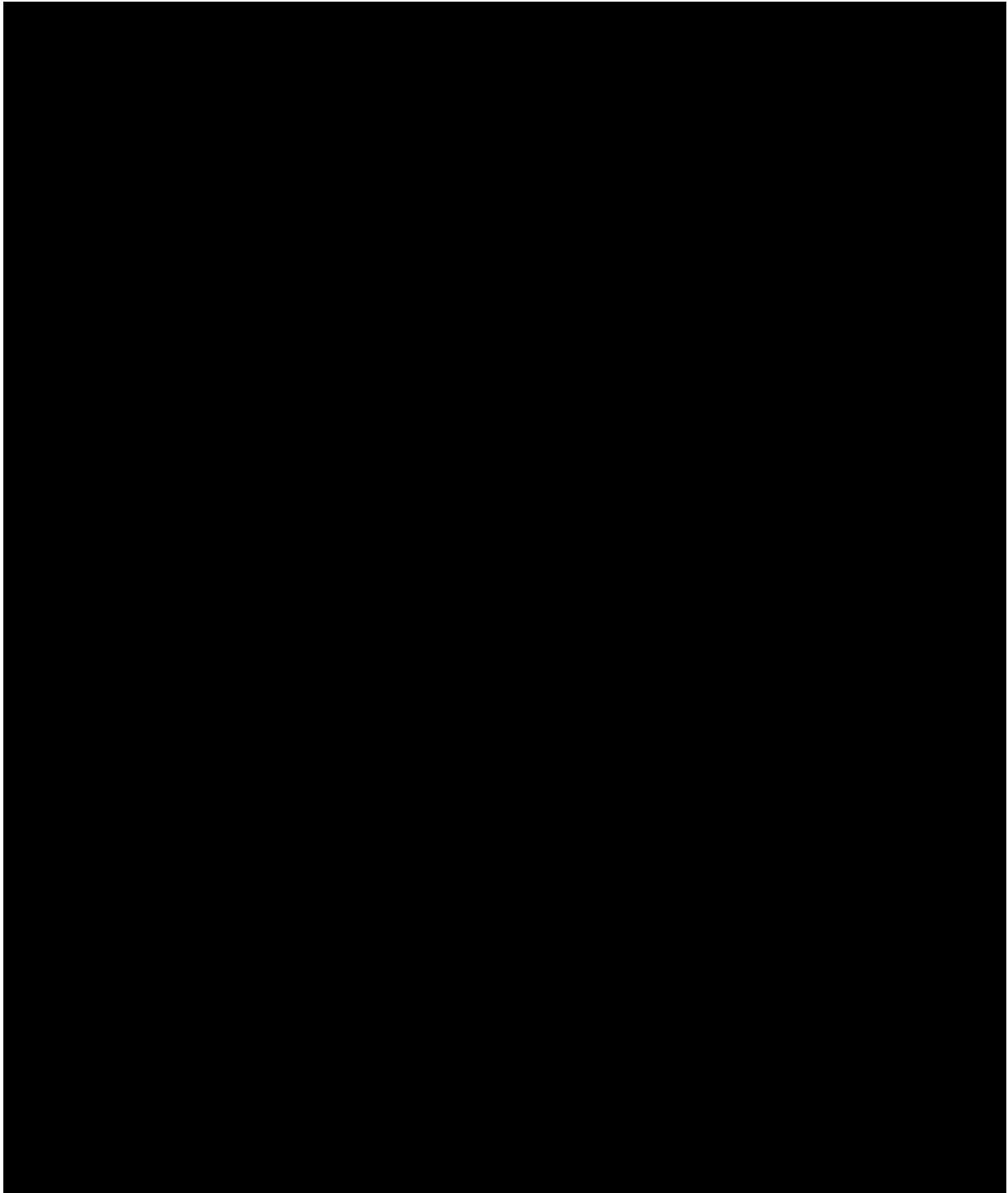
Schedule 1: Services

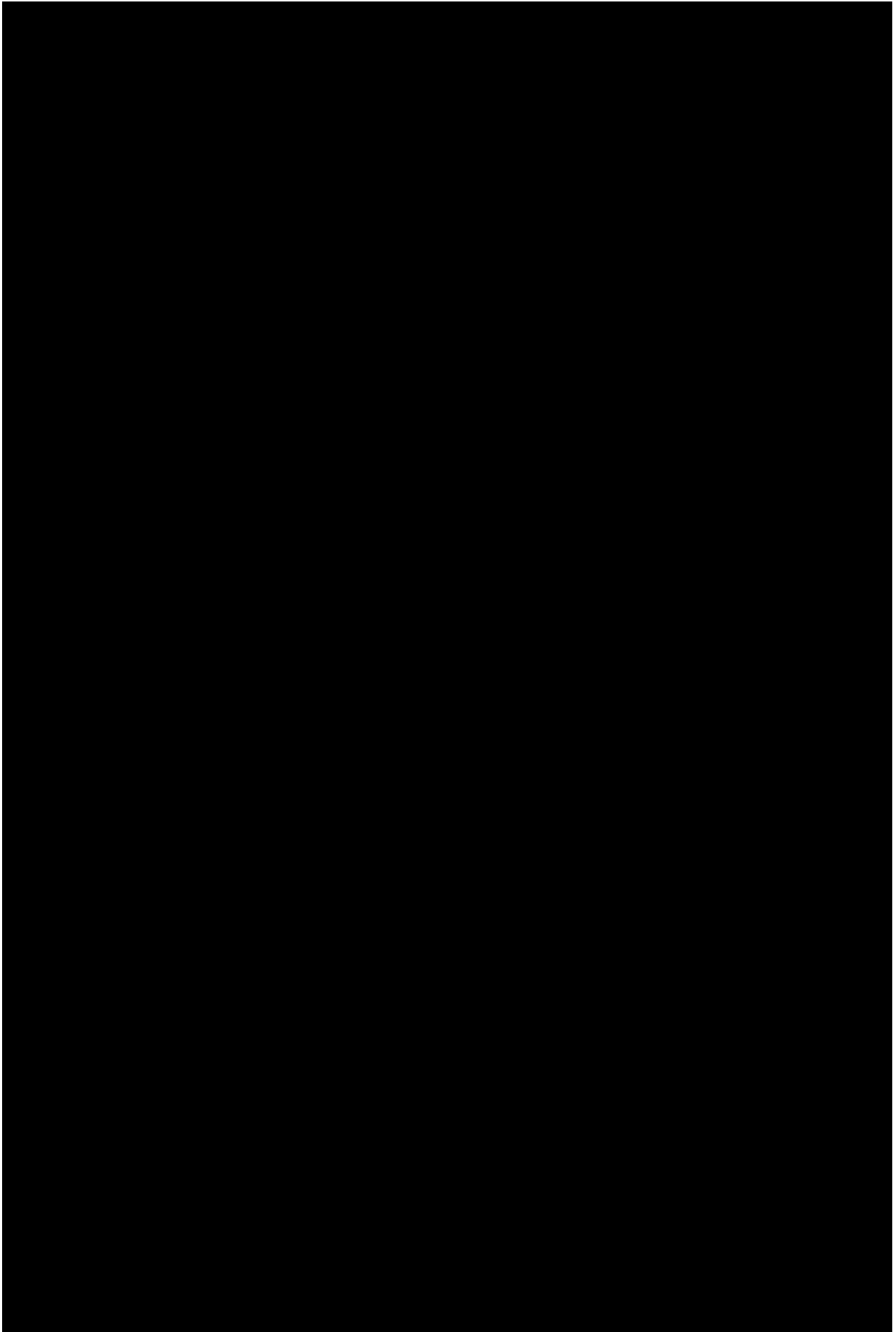
This will be as per the Service Description of the G Cloud catalogue entry being ordered:

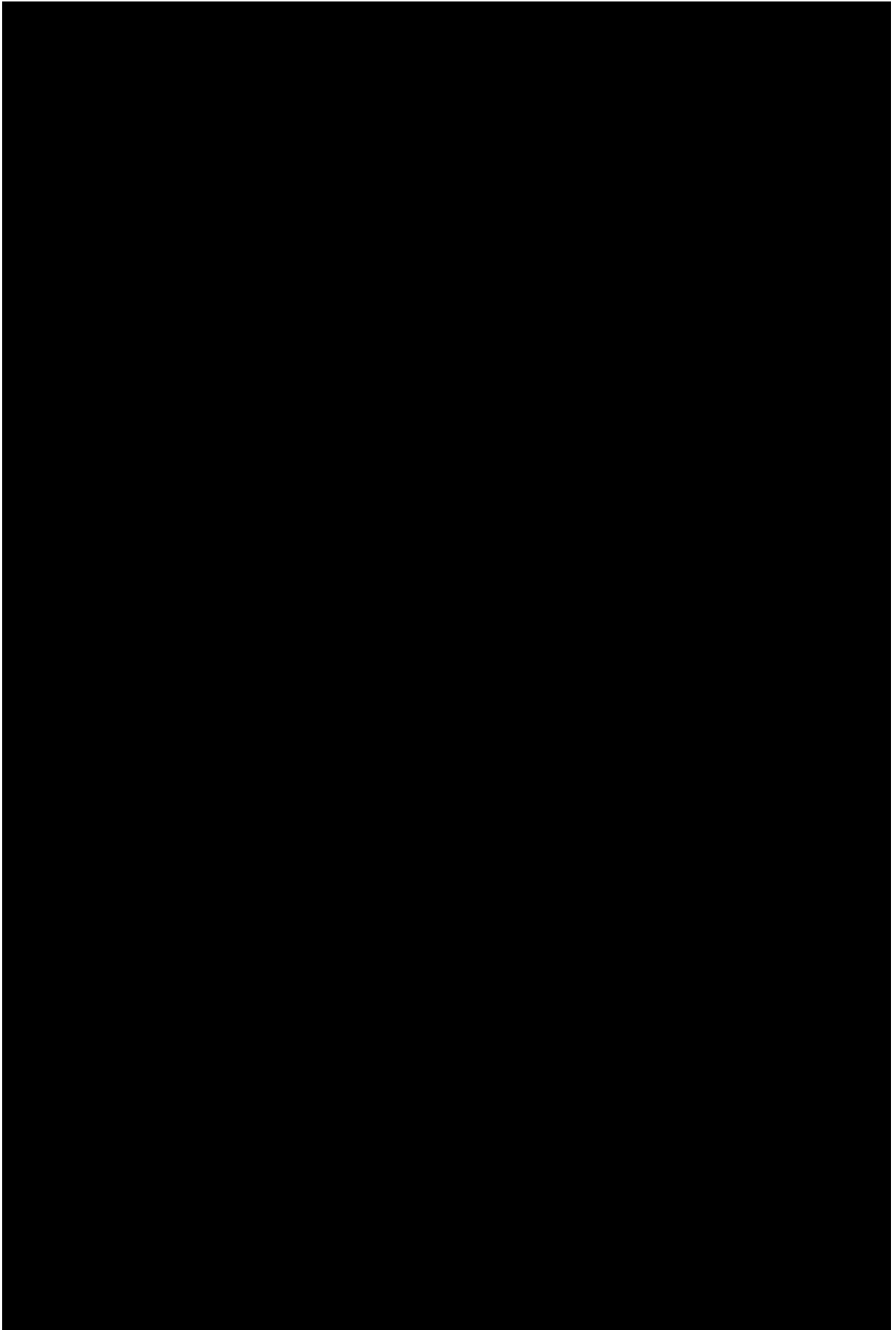
7108 2105 3832 514

Supplier's Approach to Aggregation and Anonymisation within its Datasets

The Supplier shall ensure that all data is aggregated and anonymised and therefore it is not identifiable as personal data. The Supplier shall ensure this through:





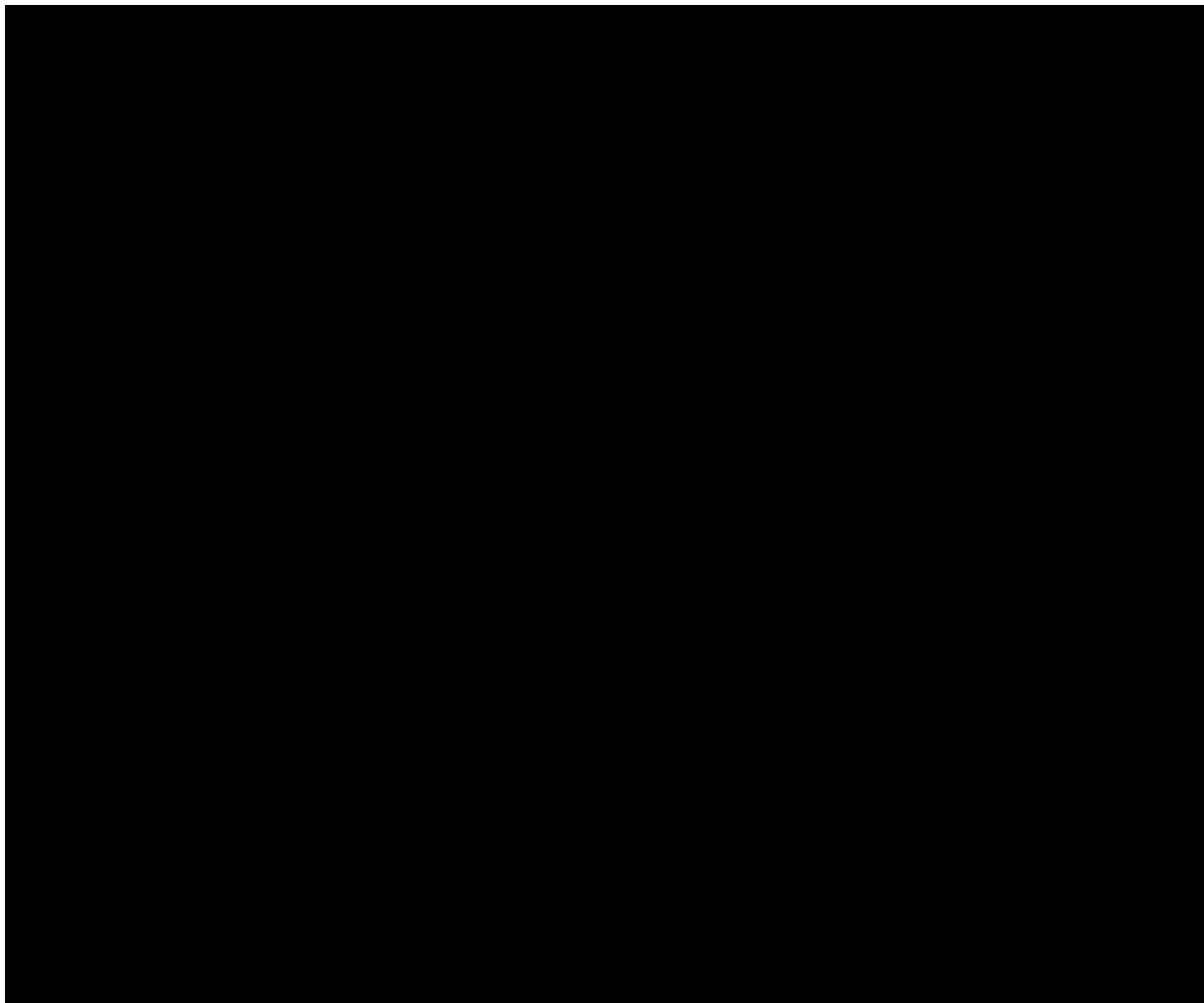




Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the

Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term is:



Schedule 3: Collaboration agreement

Not applicable

Schedule 4: Alternative clauses

1. Introduction

- 1.1 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.

2. Clauses selected

- 2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

- 2.1.2 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.

- 2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

- 2.1.4 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/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

- 2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

- 2.1.6 References to "tort" will be replaced with "delict" throughout

- 2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

- 2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

- 2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular 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 Ireland) 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) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 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 Families (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 Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 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 Equality 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 policy.

2.4.2 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:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. 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.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or B. 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 Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer 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.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition 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 relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose

of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing 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.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity 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.

2.6 Health and safety

2.6.1 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.

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 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.

2.6.4 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 under the Call-Off Contract.

2.6.5 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.

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions 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 successors) 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 insurance policy).

2.7.2 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.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently 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.

2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee

Not Applicable.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.

Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Representative	

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.
	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.
Call-Off Contract	
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the

Collaboration Agreement	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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular

Crown	bodies, 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 actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
	Data Protection Act 2018.

DPA 2018	
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force 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	<p>A Supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>
Fraud	<p>Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.</p>

Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK

Guidance	government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Indicative test	
	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information	

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Insolvency event	
	Intellectual Property Rights are:

Intellectual Property Rights or IPR	<ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
	As set out in clause 11.5.
IPR claim	
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or 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 relevant court of law, or directives or requirements with which the relevant 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 (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Lot	
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement 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.
	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

Ministry of Justice Code	
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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” issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
	G-Cloud Services which are the subject of an order by the Buyer.
Ordered G-Cloud Services	
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.
	Takes the meaning given in the UK GDPR.

Personal Data	
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislations creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.

Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	
Security Management Plan	
	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	
	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in 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-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the 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	
Supplier	
	The person, firm or company identified in the Order Form.
Supplier Representative	

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	
	A contract year.

Schedule 7: 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.

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 is [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 respect to Processing by the Controller.
4. Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 7 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p>The types of Personal Data Processed by the Supplier or its Subprocessors or the Buyer shall be: Contact details (name, business email address, business address, business contact telephone number) of Buyer staff concerned with the implementation and management of Services under the Call Off Contract.</p>
Duration of the Processing	<p>The Supplier or its Subprocessor will Process the Personal Data for the Supplier Consulting Service as set out in this Schedule for as long as the Supplier provides the Supplier Consulting Service and for as long as the Supplier may be required to Process the Personal Data in accordance with Applicable Law.</p>
Nature and purposes of the Processing	<p>The Supplier will process personal data to facilitate the fulfilment of the Supplier's obligations arising under the Call-Off Contract, including:</p> <ul style="list-style-type: none"> • implementing all or any of the Services; • administering access to online portals relating to the Services; <p>Where the Supplier is providing strategic, industry, technology, security or transformational advice, the Supplier does not utilise Personal Data beyond that used for on boarding and Supplier customer management purposes where the Supplier is the Controller.</p>

Type of Personal Data	The types of Personal Data Processed by the Supplier or its Subprocessors or you may be: Contact details (name, business email address, business address, business contact telephone number) of, and communications with, Buyer staff concerned with the implementation and management of Services under the Call Off Contract.
Categories of Data Subject	The Personal Data may concern the following categories of Data Subjects: Buyer's staff concerned with the implementation and management of the Services.
Plan for return and destruction of the data once the Processing is complete UNLESS Requirement under Union or Member State law to preserve that type of data	All relevant Personal Data shall be returned or destroyed in accordance with the terms of the Call Off Contract.

Annex 2: Joint Controller Agreement:

Not applicable