



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

Digital Marketplace service ID number	249559220816523
Call-Off Contract reference	TIS0480
Call-Off Contract title	Forensic Computing Provision
Call-Off Contract description	Provision of Forensic Computing services to the Insolvency Service in support of its activities in Forensic Computing for investigation of relevant cases.
Start date	1 st April 2022
Expiry date	31 st March 2024
Call-Off Contract value	Not expected to exceed £2,000,000 over the Contract Term
Charging method	Invoice / BACS
Purchase order number	To Follow

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

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

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

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

From the Buyer	Insolvency Service REDACTED
To the Supplier	IntaForensics Ltd REDACTED Company number: REDACTED
Together the 'Parties'	

Principal contact details

For the Buyer:

REDACTED

For the Supplier:

REDACTED

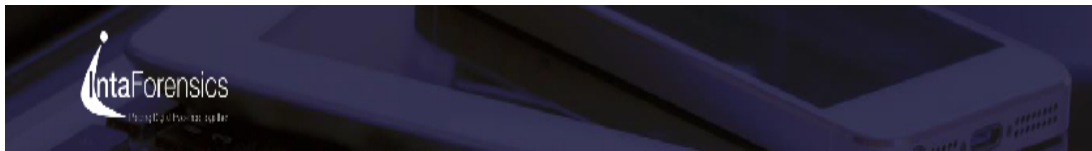
Call-Off Contract term

Start date	This Call-Off Contract Starts on the 1 st April 2022 and is valid for 24 months subject to clause 1.2 in Part B below.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 periods of 12-months each, by giving the Supplier a 1 month written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. In addition, and for additional clarity, the Supplier must comply with and accept Schedule 1 additional clauses entitled Exit Plan, Retentions, Change Control Clauses and Escalation Processes that strive to achieve additional clarity for both Insolvency & Supplier.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

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>Digital Marketplace / Cloud Hosting Software Support / Cloud Support / Digital Forensic Investigations</p> <p>249559220816523-service-definition-document-2020-07-14-1408.pdf (digitalmarketplace.service.gov.uk)</p>
G-Cloud services required	<p>The Services to be provided by the Supplier are outlined in Section 1 (Part A) and in Schedule 2 below</p> <p>The Services have been taken from RM1557.12</p> <p>The volume of anticipated work has been quantified by the estimated yearly expenditure based on the rate-card which has been included at Schedule 2 of this contract.</p>



Overview

Organisations across the public sector use digital forensic services for a variety of reasons. These can be anything ranging from an investigation into criminal acts through to investigating the status of IT security or policy compliance.

IntaForensics are a major supplier of digital forensic services within the UK, with clients across the public sector from Law Enforcement, Local Authorities, Education and Central Government. We operate from a secure laboratory in the UK with a team of highly skilled and experienced digital forensics experts. We offer a 24/7 service with assistance available 365 days of the year.

Ad Hoc Digital Forensic Investigations - we can provide assistance at short notice, wherever the client organisation is based nationally. Our Ad Hoc services are based on a fixed hourly rate throughout the organisation and with guaranteed, although flexible, service delivery dates.

In addition to ad hoc projects, we offer varying ways of engaging with us to support your digital forensics needs:

Digital Forensic Investigations (Service Level Agreement) – we can provide assistance based on a number of tiered service levels. Our Rapid Response Forensic Services Service Level Agreements can be tailored to your organisations requirement based on standard 24 / 48-hour levels.

Remote Forensic Investigations – The remote forensic solution offers the fastest investigation deployment without disrupting organisational activity. This allows for deployment of our experts within as short a time as 4 hours, while data never leaves your organisations network. *IF: Remote installation required.*

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Additional Services	None
Location	<p>The Services will be delivered to location(s) specified as part of the individual work package assignment.</p> <p>The main locations for these services are likely to be, in order of preference;</p> <p>REDACTED</p>

B4 Quality Standards	<p>The quality standards required for this Call-Off Contract are as follows:</p> <p>BS EN ISO 17025:2017 that Intaforensics possess and maintain. Also - accreditation of:</p> <p>ISO27001:2013</p> <p>ISO9001:2015</p> <p>ISO14001:2015</p>
Technical standards:	As detailed in each individual (bespoke) work package and defined with Statement of Work documentation.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as stipulated within Schedule 1.
Onboarding	Onboarding shall require collaboration between both parties to ensure all matters arising are addressed and dealt with to meet expectation. The process shall generally align with the Suppliers onboarding pro-forma documentation provided this shall meet with the Buyer's approval for each work-package or each case arising. It will be the Supplier's responsibility to cascade all such arrangements (if applicable) to 3 rd Party organisations so all procedures and sequential processes are consistent to meet delivery standards with agreed timescales and overall effectiveness for the whole anticipated service.
Offboarding	<p>The offboarding plan for this Call-Off Contract shall be completed by the Supplier no later Six (6) months from the Contract start date and shall be signed off by the Buyer within Two (2) Weeks of receipt. The plan shall contain the following:</p> <ul style="list-style-type: none"> • Most recent exit plan version • Exit manager point of contact • Details of Assets and ownership

Collaboration agreement	N/A
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed REDACTED payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data Defaults will not exceed REDACTED payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed REDACTED payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be: • a minimum insurance period of REDACTED 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 REDACTED for each individual claim or any higher limit the Buyer requires (and as required by Law) employers' liability insurance with a minimum limit of REDACTED or any higher minimum limit required by Law</p>

Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 7 consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audit. This shall include Audit provisions from clauses 7.4 to 7.12 of the Framework Agreement.
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <p>The overall management of this Contract.</p> <p>The Buyer shall also be responsible for setting up accounts and providing remote access to data that the Buyer holds, for all key personnel who require such access to this type of information.</p>
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	<p>The Supplier shall contract the services of REDACTED to carry out a proportion of these (specialised) contractual tasks.</p> <p>The Supplier reserves the right to collaborate with REDACTED if deemed appropriate. This will be agreed with the Buyer prior to signing on/off each work package.</p> <p>This decision will be taken depending on the nature of each specific work package and where collaboration adds value to the delivery. The Supplier shall be transparent and highlight this to the Buyer prior to engagement.</p> <p>Sub-Contract Charge rates will remain in line with the Supplier's SFIA rate card. The Supplier shall at all times remain ultimately responsible for the relationship with the Supplier.</p>
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	<p>The Supplier may not subcontract any work to a Supplier not named in this section without the prior written permission of the Buyer.</p> <p>It is the Supplier's responsibility to ensure all Terms and Conditions are flowed down from this call-off agreement to subcontractors or partners.</p> <p>All Government suppliers are required to comply with the Prompt Payment Policy which can be found at https://www.gov.uk/guidance/prompt-payment-policy</p>
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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 via the submission of a valid electronic invoice which calls off from a valid purchase order.
Payment profile	<p>The payment profile for this Call-Off Contract is monthly in arrears.</p> <p>A full breakdown of the payment profile can be found in Schedule 2 - Call-Off Contract Charges.</p>
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to REDACTED
Invoice information required	Before payment can be approved, each invoice must include a detailed elemental breakdown of work completed, sufficient to enable the Buyer to validate the invoice and the associated costs which shall match the Pricing Schedule. Each invoice

	shall also contain the Contract Title, Contract Reference number TIS0480, and Purchase Order (PO) Number.
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The value of this Call-Off Contract shall not exceed £2,000,000 over the contract term.
	The breakdown of the Charges shall be as the Suppliers SFIA rate card on G Cloud 12. Please see Schedule 2 for details.

Additional Buyer terms

Performance of the Service and Deliverables	All deliverables shall be in line with clear instructions featured on each Statement of Work document.
Guarantee	Details of this can be found in Schedule 5
Warranties, representations	Not Used
Supplemental requirements in addition to the Call-Off terms	The Supplier shall complete the Financial Viability Risk Assessment, self-assessment tool, as provided by the Buyer and return the completed assessment to the Authority on the anniversary of the Contract start date.
Alternative clauses	(Additional) Exit Clauses, Retention Clauses, Change Control clauses and Escalation clauses have been included within Schedule 1. These clauses strive to increase clarity for all parties concerned.

Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>All works under this Contract shall be carried out onshore in the UK. No Statement of Work or part thereof shall be carried out offshore without prior written agreement of the Buyer.</p> <p>All Supplier staff and sub-contract (3rd Party) personnel shall have (as a minimum) SC level National Security Vetting (NSV) standard.</p>
Public Services Network (PSN)	Not Used
Personal Data and Data Subjects	Annex 1 of Schedule 7 shall apply

1. Formation of contract

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

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name		
Title		
Signature		
Date		

Schedule 1: Services

The Service Description is set into a number of sections:

- Section 1 sets out the technical aspects of the work that is to be undertaken. Following a short introduction, it is divided into six parts.
- Section 2 sets out Non-Functional Requirements. Following a short introduction, it is divided into two parts.
- Section 3 sets out the Service Level Agreements. Following a short introduction, it is divided into two parts.

Section 1 – The work to be undertaken and the Services to be provided.

The Buyer requires the Supplier, from time to time, to provide the following services during the Term of the Call-Off Contract in the United Kingdom (the “High Level Service Description”) for which the Call-Off Contract Charges apply.

1. access, unlocking, acquisition, preservation, interrogation, analysis and reporting on text, data, images, audio or video and/or grading of images supplied or retrieved from devices or cloud or other platforms or accounts either in the field or in the laboratory or both.
2. collection, storage and return of devices or exhibits as directed by the Buyer.
3. chain of custody management.
4. the transmission, processing and storage of data and information from the field and the laboratory to the Supplier’s data storage facility.
5. secure back-ups of data and secure physical storage of documents, data and exhibits on site and in transit.
6. data migration services from the Supplier’s data storage facility and from the field and the laboratory to and/or from data or cloud platforms nominated by the Buyer or their agent as more particularly detailed in the Data Storage and Data Migration Collaboration Agreement in Schedule 3.
7. using the supplier’s LIMA case management system and exporting data and information to and from that system to systems operated or used by the Buyer or their agents.
8. provision of all tools, equipment facilities and services including hardware, software, cameras, cases, consumables, networks, heating or cooling, power & batteries, racks, lighting, air conditioning & handling and physical & logical storage & security to conduct any of the activities in 1 - 7 above together with the then current accreditations, licences or permissions needed to supply the Services.
9. prior to signature the work and services contemplated by, or after signature by all parties, the work and services shall be as set out in Statement of Work details.
10. writing witness statements.
11. providing exhibit and case reports.
12. providing support and guidance and professional services to the Buyer and their staff.

13. attending court as a professional witness.

14. trained, certified and security vetted staff and with the Buyer's explicit consent contractors and sub-contractors.

15. exit management services at the end of the contract in accordance with Clause 21.

Part A is the description of the Supplier's G-Cloud 12 Offering

Part B is any activity that falls within the Suppliers' Accreditation to ISO Standards.

Part C is a listing of Common Procurement Codes that relate to anything or service in either Part A or Part B

Part D details the artefacts that are to be provided by the Supplier to the Buyer as part of the Service.

Part E details the services that are not part of the Services, if any, (the "Excluded Services") and those services, if any, for which a separate fee is payable, if any, (the "Additional Chargeable Services")

Part F sets out the Buyer's Responsibilities and the Joint Responsibilities.

Part A

The Part A Services are the services described in the Supplier's G-Cloud 12 Offering [249559220816523](#) as accessed on 11th August 2021 and reproduced immediately below except where such service components are varied under this Call-Off Contract.

Digital Forensic Investigations

IntaForensics provide advanced support to organisations for all digital forensic investigations involving data on devices (e.g. computers, mobile) and enterprise infrastructure (networks, public and private cloud) in line with applicable standards (ISO-17025, ISO-27001, ISO-9001, FSR's Code of Practice). Ten year track record serving law enforcement, local authorities, and others.

Features

Analysis of devices (computers, mobile, networks) and enterprise infrastructure
Forensic Science Regulators Codes of Conduct & Practice Compliant
ISO 17025:2017 Accredited Laboratory for full scope (Mobiles & Computers)
Highly Secure Forensic Laboratory
Complete chain of custody management
Secure data & device transportation by Security Vetted (SC) staff
On-site support or laboratory based analysis
Triage options available to filter for positive data
Keyword searching, Pre-categorisation and Scripts across data sets
Forensic & Security Experts available 24 / 7 / 365

Benefits

Timely investigations to support the organisational requirements
Reduce time and cost of investigations
Reduce capital investment and operational overheads
World Class evidential standards to maintain integrity of evidence
Forensics readiness plans for compliance to policies and standards
Supplement and Enhance client's existing capability
Criminal and civil investigations (HR, compliance, legal and intrusion)
Quality of Service assured by ISO-9001, ISO-27001 & ISO-17025 accreditation

Service documents (embedded)

Pricing document (*reproduced elsewhere in Call-Off*)
Skills Framework for the Information Age rate card (*reproduced elsewhere in Call-Off*)
Service definition document (*replaced by the Services set in this Schedule 1*)
Terms and conditions (*not used in the Call-Off*)

Planning service

How the planning service works - IntaForensics have worked with in excess of 50 forensic service provision laboratories in the UK and internationally to design and implement workflows, projects to migrate to new ways of working and migration to new platforms including cloud service platforms. The company specialises in supporting Digital Forensics operational units to improve and take advantage of new technologies.

Quality assurance and performance testing service

IntaForensics apply strict quality controls to all casework support and forensic operational activities in line with the requirements of ISO 17025:2017 and FSR's Codes of Conduct and Practice. All outputs are quality checked multiple times throughout the life of each case. At commencement of each case, we assist clients with Quality compliance in respect of service scope, chain of custody, accuracy of collection and exhibit records. At the end of a case we ensure that the outputs and outcomes are in line with end client requirements and fit-for-purpose for the intended use of the output. For clarity about the accreditation status of our Forensic laboratory, check the UKAS website. All our operations are also registered and certified to ISO 9001:2015 and ISO 27001:2013.

Security services

Cyber security consultancy
Security incident management

User support

Email or online ticketing
Support response times Monday to Friday. 9am to 5pm
Phone support availability 24 hours, 7 days a week
Support levels Various support levels available depending upon service configuration agreed with client.

Staff security

Staff security clearance Conforms to BS7858:2012
Government security clearance Up to Security Clearance (SC)

End of Section 1 Part A

Part B

The Part B Services are any service that the Buyer requires and that falls within the ambit of the Supplier's Accreditation to ISO17020 and ISO17025 (as these may be extended or varied from time to time) except where such service components are varied under this Call-Off Contract.

End of Section 1 Part B

Part C

The Part C Services are any goods or service that the Buyer requires and that does form part of, or may form part of, or otherwise extends, or is ancillary or complimentary to, any Section 1 Part A Service or any Section 1 Part B Service and that falls within scope of the Common Procurement Vocabulary ("CPV") Codes (listed in numerical order) in the table below.

CPV Code	Description
30199760	Labels
30200000	Computer equipment and supplies
30234000	Storage media
30236100	Miscellaneous computer equipment
30237000	Parts, accessories and supplies for computers
30237300	Computer supplies
31000000	Electrical machinery, apparatus, equipment, and consumables; Lighting
31642000	Electronic detection apparatus
32000000	Radio, television, communication, telecommunication, and related equipment
32250000	Mobile telephones
32530000	Satellite-related communications equipment
33950000	Clinical forensics equipment and supplies
35613000	Unmanned Aerial Vehicles
35710000	Command, Control, Communication and Computer systems
35720000	Intelligence, surveillance, Target Acquisition and Reconnaissance
38430000	Detection and analysis apparatus
42965000	Information-processing equipment
45215147	Forensic room construction work
48000000	Software package and information systems
48329000	Imaging and archiving system
48822000	Computer servers
48900000	Miscellaneous software package and computer systems
50300000	Repair, maintenance, and associated services related to personal computers, office equipment, telecommunications, and audio-visual equipment
50323100	Maintenance of computer peripherals
50323200	Repair of computer peripherals
50324000	Support services of personal computers
51411100	Installation services of imaging equipment
51612000	Installation services of image processing equipment
64100000	Post and courier services
64210000	Telephone and data transmission services
64216000	Electronic message and information services
64228000	Television and radio broadcast transmission services
71241000	Feasibility study, advisory service, analysis
71242000	Project and design preparation, estimation of costs
71243000	Draft plans (systems and integration)
71244000	Calculation of costs, monitoring of costs
71245000	Approval plans, working drawings and specifications
71316000	Telecommunication consultancy services
71318000	Advisory and consultative engineering services
71319000	Expert witness services

71600000	Technical testing, analysis, and consultancy services
71620000	Analysis services
71621000	Technical analysis or consultancy services
71630000	Technical inspection and testing services
71631000	Technical inspection services
71730000	Industrial inspection services
72000000	IT services: consulting, software development, Internet, and support
72150000	Computer audit consultancy and hardware consultancy services
72200000	Software Programming and consultancy services
72212300	Document creation, drawing, imaging, scheduling, and productivity software development services
72220000	System and technical consultancy services
72221000	Business analysis consultancy services
72224000	Project management consultancy services
72224200	System quality assurance planning services
72225000	System quality assurance assessment and review services
72246000	Systems consultancy services
72252000	Computer archiving services
72253000	Help-Desk and support Services
72300000	Data services
72310000	Data-processing services
72316000	Data analysis services
72317000	Data storage services
72318000	Data transmission services
72319000	Data supply services
72322000	Data management services
72330000	Content or data standardisation and classification services
72400000	Internet services
72500000	Computer-related services
72510000	Computer-related management services
72511000	Network management software services
72540000	Computer upgrade services
72541000	Computer expansion services
72590000	Computer related professional services
72600000	Computer support and consultancy services
72610000	Computer support services
72611000	Technical computer support services
72700000	Computer network services
72710000	Local area network services
72800000	Computer audit and testing services
72900000	Computer back-up and catalogue conversion services
72920000	Computer catalogue conversion services
73000000	Research and development services and related consultancy services
75240000	Public security, law, and order services
79130000	Legal documentation and certification services
79131000	Documentation services
79132000	Certification services
79140000	Legal advisory and information services

79400000	Business and management consultancy and related services
79411000	General management consultancy services
79720000	Investigation services
79960000	Photographic and ancillary services
79962000	Photograph processing services
79996130	Specialised photography services
80533000	Computer-user familiarisation and training services
92222000	Closed circuit television services
92512100	Archive destruction services

Table: Common Procurement Vocabulary (“CPV”) Codes

End of Section 1 Part C

Part D

Part D those deliverables that are to be provided as part of the Service

Deliverable	Description and Scope	Frequency of Supply	Charge
Implementation Plan	The plan (otherwise known as a mobilisation plan) to be provided by the Supplier that will describe the activities of the parties after preferred supplier status is agreed and before contract commences.	Once	No Charge
Method Statement	The proposed activities to be undertaken by the Supplier for each device or class of devices that the Supplier will access, analyse, move, store, or report on as the case may be.	Once for each class of devices and once each for any change of any significance.	No Charge
Witness Statements	Sworn statements of truth about a case.	For each case.	No Charge
Exhibit and Case Reports	Reports about Exhibits and Case including methods and processes followed.	For each case.	No Charge
Attending Court as a professional witness	Provision of testimony to the court.	For each case where requested.	No Charge unless the Court requires personal attendance outside the United Kingdom
Exit Plan (in accordance with Clause 21 of the Call-Off Contract)	The plan to be provided within 30 days of the Contract signature that will be submitted for approval by the Buyer (and returned within 10 days indicating acceptance or required changes) and once approved by them shall be reviewed every year.	Once first draft is accepted then on each anniversary or within 30 days of any change of significance.	No Charge

Service Level Requirements for Sections 1 - 4

The embedded word document describes requirements and standards that the Buyer expects from the Supplier together with any Sub-Contracted activities required.



Service Area 1-4
Requirements.docx

The version of the Statement of Requirements provides a succinct overview of requirements taken from the Outline Business Case (OBC) and generally discussed/agreed in previous conversations.



STATEMENT OF
REQUIREMENTS.docx

End of Section 1 Part D

Part E

Part E comprises those services that are Excluded Services or Additional Chargeable Services.

1. The Excluded Services

1.1. Any financial forensic activity.

End of Section 1 Part E

Part F

Part F sets out the Buyer's Responsibilities and the Joint Responsibilities

1. The Buyer will be Responsible for

1.1. identifying the site or sites that the Supplier may be required to attend and arranging access to those sites,

1.2. handing over to the Supplier any devices given by any person to the Buyer,

1.3. procuring any warrants and their execution,

1.4. ordering each Service,

1.5. paying the Charges rightfully due,

1.6. providing the Supplier, from time to time, with information on the Buyer's

1.6.1. data and device retention and disposal policies,

1.6.2. security policies and standards, especially in relation to data transmission, storage and disposal,

1.7. making decisions or giving directions to the Supplier to allow them to commence, continue or cease, as the case may be any work.

2. The Buyer and the Supplier will be Jointly Responsible for

2.1. estimating, planning, and agreeing the work that is anticipated to be performed in each case including the time(s), place(s) and expected duration(s) of any field based activities or laboratory based activities.

2.2. making revisions, where required, to any activity contemplated in 2.1 above that is a material change.

2.3. agreeing the work that had been performed and the relevant facts relating to it, including the Charges and reports to be provided for each case.

End of Section 1 Part F

Section 2 – Non Functional Requirements

Part A

The Part A Services are those Non-Functional Requirements not otherwise expressed elsewhere in the Call-Off Contract, in the Service or in the Service Description, the Collaboration Agreement(s) or this Schedule and their expected response times and quality standards.

1. Contract and Service Management

- 1.1. The Buyer requires there to be a minimum of quarterly review meetings between the Buyer's and Supplier's representative, these review meetings can be held via telephone, video conference or in person.
- 1.2. The Buyer requires quarterly performance review packs to be provided by the Supplier 1 week in advance to the review meeting.
- 1.3. Any additional statistics to be provided must be agreed by both the Buyer and Supplier a minimum of 3 weeks in advance of the review pack due date.
- 1.4. The Buyer requires the Supplier to conduct as a minimum, annual reviews of at least 5% of cases dealt with on behalf of the Buyer within that period for the purpose of quality control, ensuring consistency and identify internal training needs.
- 1.5. The results of which will be made available to the Buyer within 4 weeks of internal publication.

2. Reporting

- 2.1. Reporting requirements are detailed within the attached supporting requirements document. Summary of requirements below.

- 2.1.1. Quarterly review pack to be provided to the Buyer containing.

- 2.1.1.1. Performance against SLAs

- 2.1.1.2. Volume of cases handled (taken on, in work and completed) since last review pack and overall.

- 2.1.1.3. Volume of work conducted since last review pack and overall.

- 2.1.1.4. Volume of data held by Supplier since last review pack and overall.

- 2.1.1.5. Volume and types of data held or transmitted by the Supplier since last review and overall.

2.1.1.6. Volumes of data moved to and from platforms since last review pack and overall.

2.2. A detailed report is required on completion of each discrete piece of work conducted on behalf of the Buyer. This to include, but not limited to.

2.2.1. Records of chain of custody,

2.2.2. Details of analysis conducted and findings,

2.2.3. File plans and exhibit listings,

2.2.4. Exception and ad hoc reporting as detailed in this document or as required from time to time,

2.2.5. Forecasts.

3. Staff Qualifications and Experience

3.1. The Buyer requires the Supplier's staff, who will be conducting forensic activities to be qualified and experienced in forensic computing commensurate with the activities they are to undertake.

3.2. The Buyer requires the Supplier's to provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

4. Continuous Improvement

The Supplier will be expected to continually improve the way in which the required services are to be delivered throughout the contract duration.

The Supplier should present new ways of working to the Authority during the monthly Contract Review meetings.

Changes in the way services are delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.

5. The Buyer requires the Supplier to provide sufficient level of resource throughout the duration of the Outcome Based services contract to consistently deliver a quality service to all parties. Although some Statement of Work requirements can be based on a Time & Materials rationale, there are likely to be instances where costs and timescales can be quantified from the outset in an objective manner, to spread all areas of case-risk delivery - in a fair and equitable manner.

The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

End of Section 2 Part A

Service Levels & Performance

SLA	Service Area	SLA description	Monthly Target
1	On Site Attendance	Request for onsite media Collection - Collection only and with imaging.	High Priority Cases within 4 hours Standard Cases – within 24 hours
2	Receiving devices	The provider will commence the chain of custody and prepare for pre-imaging of devices	High Priority Cases within TBA Standard Cases within TBA
3	Reporting	Report detailing any analysis and subsequent findings conducted per imaged device received by the agency	High Priority Cases within 7 days Standard Cases within 14 days
4	Reporting	Copy of imaged data / analysed data set & report to be made available to the agency via review platform.	High Priority Cases within 7 days Standard Cases within 14 days
5	Reporting	Key word search results to be provided to Investigator	High Priority Cases within 7 days Standard Cases within 14 days
6	Customer Service	All issues, complaints and escalations are to be actioned within a pre-agreed process and timescale.	Action within 24 hours Resolution within 7 calendar days

SLA's & KPI's

The Supplier will engage with the Buyer to develop 'fit for purpose' SLA's & KPI's to underpin the service provision environment and improve output and delivery for each individual work-package. Additional areas which will be discussed and incorporated into a mutually agreed SLA can include:

- Mobilisation & Engagement
- Scope & Demand
- Financial Management & Reporting
- Risks & Benefits Assessment
- Governance & Compliance
- Knowledge Transfer
- Deliverables completed on time
- Management Information & Reporting

SCHEDULE 1 (APPENDIX 1)

TITLE - FORENSIC COMPUTING PROVISION (FORENSIC SERVICES) CONTRACT AGREEMENT

EXIT MANAGEMENT

Document version control

Version	Date	Change Made	Author
V1.0	Jan'22	N/A	REDACTED

OVERVIEW & DEFINITIONS:

- The 'client' shall be the INSS organisation.
- The 'service provider' shall be Intaforensics (herein abbreviated to 'IF')
- The 'sub-contractor' shall be the organisation appointed by IF (and agreed by INSS) to carry out specialist services that fall outside of the IF capability and/or their relevant experience.

CONTRACT LIFE OBLIGATIONS:

These (Schedule 1) Exit Management Clauses set out main principles of the Contract Agreement exit process including case transfer arrangements intended to achieve an orderly transition and form the basis of an Exit Plan. Since 'Onboarding' arrangements for a new Service Agreement must align with current 'out-going' Service Agreement arrangements, then specific Exit Plan arrangements with the current service provider will also be detailed and documented together with the realistic timescales. Details of cases remaining (with current Service Provider) shall be concluded before 31st March 2022.

The following clauses (requirements) are in no particular 'order of importance' and have been fully agreed between all respective parties at the time of signing this Contract Agreement. Revisions to any of these exit clauses shall all be determined by INSS and supported by transparent details and formal INSS documentation to withstand audit and avoid any risk of contractual ambiguity.

The following clauses shall supplement (and therefore not contradict) all Terms & Conditions which form this Contract Agreement (hence within the overall Framework Agreement 'terms' under which this Contract has been let).

1. All active parties shall be responsible for the overall management and compliance of these 'Exit Clauses' together with any (case-related) service transfer arrangements.
2. Each party shall appoint an Exit Manager and provide each other with written notification of these appointments within 3-months of the Contract Commencement Date. Each party shall ensure that its Exit Manager has the requisite skills, awareness, and resources to ensure exit arrangements are carried out effectively to reach fulfilment of this Contract Agreement with responsibilities and endeavours to achieve a successful outcome. Notification(s) shall also set out the 'management structure' to be employed throughout the whole Exit Period.
3. (a) The Service Provider shall carry out Off-boarding of sub-contracts (and other necessary agreements with third parties) with the Clients full written consent to enable INSS continue ongoing services with others, in accordance with the terms of this Contract Agreement.
And/or

(b) INSS reserve the right to retain services of the (Service Providers) sub-contractors beyond the term of this contract. If this requirement arises, the Service Provider shall be expected to make the necessary arrangements with sub-contractors to support the exit process including the potential for novation of any sub-contracts to INSS where these required services extend beyond the contract term.

4. The Exit Plan shall contain details of cases to be transferred (or to be continued beyond the Contract Agreement deadline) together with a timetable applicable to cover an Ordinary Exit and an Emergency Exit. It is unlikely that this timescale beyond termination of the Contract Agreement) shall exceed 12-months and It is anticipated case details to be transferred shall be placed on an external hard-drive (Evidence File format) to then upload to **REDACTED** are to be included.
5. The Exit Plan shall outline how services shall transfer to the next 'on-going' Service Provider with the aim of ensuring no disruption prevails during the Exit Period. If critical issues arise in the Exit Period, all parties involved with this critical issue shall be expected to apply their best endeavours to resolve matters in a professional (cost-effective) and timely manner.
6. Cost rates and contract terms applied within the Exit Period shall be the same cost rates and terms applying to the main body of the Contract. Any unexpected (additional) costs arising during the Exit Period shall be dealt with in line with main contract terms and arrangements.
7. During the Exit Period, the Supplier will, in addition to providing Exit Services, provide the Buyer with any reasonable assistance requested by the Buyer to facilitate an orderly transfer of responsibility to benefit the Buyer or an on-going Service Provider. This will include IPR or intelligence or 'know-how' mutually developed during the Contract Agreement term.
8. If, during the Exit Plan; parties are unable to agree with issues arising, any disagreement (or dispute) shall be resolved under the Terms & Conditions of the main Contract Agreement.
9. Return of Assets & Confidential Data - At the end of the Exit Period, the Service Provider will (record and) return (to withstand audit) assets, exhibits and confidential data belonging to INSS for the future continuation of these services.
10. The Service Provider shall indemnify the Client against loss, liability and cost arising out of any claims made by a Sub-contractor assigned or novated to the Service Provider over the whole term of this Contract Agreement.
11. The Service Provider acknowledges there could be instances, even after a significant period of time has lapsed beyond Contract completion date, where it becomes necessary for INSS to (re)call upon the Service Provider to assist with legal matters arising (eg, witness evidence required in a Court of Law). In such circumstances, the Service Provider agrees to assist INSS (albeit under a separate short-form contract) at some future point in time to facilitate these type(s) of corporate services - carried out in a professional and a cost-effective manner. In that event, the charges payable shall not exceed the Supplier's prevailing rates as advertised on the applicable Crown Commercial Services Framework at the time.
12. Final notification between Client and Service Provider (to withstand audit) shall confirm that all Exit Plan duties and responsibilities have all been concluded in a (safe) effective manner.

SCHEDULE 1 (APPENDIX 2)

TITLE - FORENSIC COMPUTING PROVISION (FORENSIC SERVICES) CONTRACT AGREEMENT

‘CHANGE CONTROL’ DETAILS

In line with Clause 32 (Clauses 32.1 to 32.3 inclusive) of the Terms & Conditions entitled Variation Process, these ‘Change Control’ details set-out below do not extend to (or represent) any material change of the “Call-Off” Agreement; they merely provide additional detail to remove ambiguity that may otherwise exist when (or if) further contractual amendments are required for business reasons arising or where the scope of work content requires a descriptive change to meet ongoing dynamic Client contractual requirements.

There are TWO potential levels of ‘Change Control’ that need to be considered. These are:

- A MAJOR change at Call-Off level
- A MINOR change at Statement of Work level

Further Details:

- A MAJOR Change – Impacting upon issues such as, but not limited to - pre-agreed general costs, submitted rates, base terms, security, standards, insurance requirements and liabilities. These type of major changes to the Call-Off Agreement shall require a formal ‘change control’ document to amend contractual details in the form of a Variation and this Variation document shall therefore be attached to the ‘Call-Off’ at all future times, and shall remain valid for the remainder of the ‘Call-Off’ period.
- A MINOR Change – Shall be regarded as specific information (written task instructions) from the Client for each individual Statement of Work under the Call-Off contract, explaining details and the extent of what is required. A ‘minor’ change (as described within a Statement of Work document) does not have ability to change any major contractual terms, however due to the dynamic nature of cases arising (within the Call-Off procedure) it is accepted, some individual cases could become the subject of further ongoing changes required. The Statement of Work process required under all such circumstances (the sequence of events) shall be as follows:
 - The forensic computing unit will contact IntaForensics by e-mail to discuss the changes to the SoW.
 - The change shall be agreed by both parties
 - Major changes of work-scope shall require an updated SoW with clear updated details. Minor changes shall be agreed by confirmation of e-mail.

SCHEDULE 1 (APPENDIX 3)

TITLE - FORENSIC COMPUTING PROVISION (FORENSIC SERVICES) CONTRACT AGREEMENT

‘ESCALATION’ DETAILS

‘Escalation’ can mean speeding-up of work. However, within this Call-Off contract the term ‘escalation’ can also relate to a straightforward forensic case that quickly turns into a far more complex case for reasons unknown at the outset, requiring the Client (ICF) team who raised the Statement of Work to re-consider the whole work content and strategy again and create a further Statement of Work that is more appropriate to the updated intelligence and/or requirements. This could mean upgrading a case being dealt with originally under a ‘standard’ process to a more urgent type process, maybe requiring the service provider to change or increase resources being applied to meet additional constraints and in situations like this, it is possible for some levels of friction or disagreements to arise between Client and Service Provider.

In these type situations, even though it’s hoped they do not arise, it’s in the best interests of all parties concerned to resolve ‘differences of opinion’ in the most simple and effective way possible. However if disagreements of this nature are brought to the attention of the commercial department, it is therefore assumed that simple (reasonable) discussions between both parties have not been able to reach any form of mutual agreement and therefore further steps are required to reach an amicable solution.

These steps of escalation shall be as follows:

1. To try and resolve disagreement at working level between INSS and ICF and Supplier.
(but if disagreement cannot be resolved in this way)
2. Escalate matters to the next step, involving Senior INSS Business Representative, CBP and Senior Supplier Representative.
3. INSS Director, INSS Head of Commercial and Supplier Director.

Schedule 2: Call-Off Contract charges

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

THE FOLLOWING PDF DOCUMENTS INCLUDE DETAILS OF THE SUPPLIERS RATE-CARD AND THEIR SERVICE OFFERING – AS DESCRIBED WITH THE G-CLOUD WEBSITE



IF 2 Rates.pdf



IF2 Service
Offering.pdf

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)

- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

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

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

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

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

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

- 9.4.1 a broker's verification of insurance

- 9.4.2 receipts for the insurance premium

- 9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

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

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

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

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and
the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay

within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common

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

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
 - 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - 25.5.2 comply with Buyer requirements for the conduct of personnel
 - 25.5.3 comply with any health and safety measures implemented by the Buyer
 - 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
- 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 3: Collaboration agreement

Not Applicable

Schedule 4: Alternative clauses

Not Applicable

Schedule 5: Guarantee

This deed of guarantee is made on 15th March 2022 between:

- (1) Forensic Access Ltd a company incorporated in England and Wales with number **REDACTED** whose registered office is at **REDACTED** ('Guarantor'); in favour of

and

- (2) **The Buyer** whose offices are **REDACTED** ('Beneficiary')

Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.

Guarantor company	Forensic Access Ltd ' Guarantor '
Guarantor company address	REDACTED
Account manager	REDACTED
	Address: REDACTED
	Phone: REDACTED

	Email: REDACTED

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

Term	Meaning
Call-Off Contract	Means the Guaranteed Agreement made between the Buyer and the Supplier on 1 st April 2022.
Guaranteed Obligations	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
Guarantee	Means the deed of guarantee described in the Order Form (Parent Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor

had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

REDACTED

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary's protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee

- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor
- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
 - all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

The Guarantor hereby irrevocably designates, appoints and empowers Intaforensics Ltd at its registered office from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to Service of notices and demands, Service of process or any other legal summons served in such way.

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by
Forensic Access Ltd acting by **REDACTED**

Director

Director

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<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 GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<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>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<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	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also

	includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<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
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <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>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.

IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

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

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer is **REDACTED**
- 1.2 The contact details of the Supplier's Data Protection Officer are either:
REDACTED
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	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 for the purposes of the Data Protection Legislation, the Buyer is</p>

	<p>the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> • Information obtained pursuant to investigations and inspection under Part X1V Companies Act 1985 (as amended) • Information obtained pursuant to investigations carried out under ss 6 & 7 Company Directors Disqualification Act 1986 • Information obtained pursuant to the duties of the Official Receiver under the Insolvency Act 1986 (as amended) • Information obtained for the purposes of bringing criminal and civil proceedings in accordance with the powers and duties conferred on the Insolvency Service and its employees by the Secretary of State and appropriate legislation • Information obtained for the purposes of conducting criminal investigations
Duration of the Processing	The duration of the Contract including any extensions
Nature and purposes of the Processing	<p>Investigations necessary for the enforcement of civil and criminal penalties under insolvency legislation. For example:</p> <ul style="list-style-type: none"> • Investigations and inspection under Part X1V Companies Act 1985 (as amended) • Investigations carried out under ss 6 & 7 Company Directors Disqualification Act 1986 (as amended) • Obligations and duties of the Official Receiver under the Insolvency Act 1986 (as amended) • Criminal and civil proceedings in accordance with the powers and duties conferred on the Insolvency Service and its employees by the Secretary of State and appropriate legislation • Criminal investigations
Type of Personal Data	<p>Information relevant to the above investigations and prosecutions. To include:</p> <p>Name:</p> <p>Telephone number:</p> <p>Email address:</p> <p>Details of Employment:</p>
Categories of Data Subject	Members of the public – subjects of investigation and prosecutions.
Plan for return and destruction of the data once the Processing is complete	Personal data processes by the Supplier will be destroyed or returned to the Buyer or their

UNLESS requirement under Union or Member State law to preserve that type of data	agents in accordance with instructions issued to them from time to time by the Buyer.
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