



## G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

### G-Cloud 14 Call-Off Contract

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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.

<b>Platform service ID number</b>	182688965044853
<b>Call-Off Contract reference</b>	C370794
<b>Call-Off Contract title</b>	Facts and Dimensions Dataset Licences
<b>Call-Off Contract description</b>	Licence for access to Public Facts and Dimensions Data
<b>Start date</b>	01 <sup>st</sup> July 2025
<b>Expiry date</b>	30 <sup>th</sup> June 2027
<b>Call-Off Contract value</b>	Initial 2-year term: £509,381.72 (ex VAT)  Optional up to 1 year extension maximum anticipated value: £295,000(ex VAT)

	Maximum aggregated value: £804,381.72 (ex VAT)
<b>Charging method</b>	Invoice
<b>Purchase order number</b>	To be provided

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

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

<b>From the Buyer</b>	NHS England 7 - 8 Wellington Place Leeds West Yorkshire LS1 4AP
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<b>To the Supplier</b>	<p>Facts and Dimensions Ltd</p> <p>[REDACTED]</p> <p>Ross Building,</p> <p>Adastral Park,</p> <p>Martlesam Heath,</p> <p>IP5 3RE</p> <p>Company number: 05952144</p>
<b>Together the 'Parties'</b>	

Principal contact details

For the Buyer:



For the Supplier:

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>1<sup>st</sup> July 2025</b> and is valid for <b>2 years, until 30<sup>th</sup> June 2027</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> 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 <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>30 days</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The Parties acknowledge and agree that the Call-Off Contract shall not automatically renew.</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.

<b>G-Cloud Lot</b>	This Call-Off Contract is for the provision of Services Under:  Lot 2: Cloud software
<b>G-Cloud Services required</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined in Schedule 1 of this contract.
<b>Additional Services</b>	Not Applicable
<b>Location</b>	Not applicable as this is Software as a Service (SaaS).
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are as follows:  The Supplier shall be either compliant with ISO 9001 / ISO 270001 / ISO 14001.
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are as defined in the service specification including: <ul style="list-style-type: none"> <li>• Datasets to be accessible via URL download from FTP server as per requirement specification and onboarding.</li> <li>• Datasets to be accessible via Azure SQL Cloud as onboarding.</li> </ul>

<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract is;</p> <ul style="list-style-type: none"> <li>• Support response times - 99% within 4 hours between 9am and 5pm business days. Mostly within minutes.</li> <li>• All datasets will be updated the same business day (9am to 5pm) new data becomes available.</li> <li>• Customers also have access to a full forum where they can make suggestions and requests for new datasets, etc. They can also use it to discuss ideas and share knowledge.</li> </ul>
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is as follows:</p> <p>The supplier will provide a download URL connection and an Azure SQL Cloud log in to the buyer to access the data which will be available once the service has been switched on following the call-off commencement date.</p> <p>The full range of datasets will be defined and agreed between the Buyer and Supplier during the Onboarding period.</p> <p>As part of onboarding it is agreed that to better manage the on-going supplier relationship the buyer and supplier shall agree to the following:</p> <ul style="list-style-type: none"> <li>• Contract review – the parties agree to hold an annual contract review to discuss the contract and any concerns that have arisen during this period. This meeting to take place no later than the 11<sup>th</sup> month of the current 12-month period.</li> <li>• Changes / Variations to the contract – the parties agree that any requests to change the contract beyond what is agreed here will be managed via an appropriate</li> </ul>

	<p>change management process. Any reasonable material costs incurred by the supplier (monetary or labour costs) that are associated directly with the proposed change will be discussed and if agreed by both the parties, will be paid by the buyer an uplift to the original purchase order.</p> <ul style="list-style-type: none"><li>• Renewal / Exit from contract – see offboarding below.</li></ul>
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<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"><li>• Contract End Meeting - It is agreed that no later than six months before the end of this contract that the buyer will agree to meet with the supplier to discuss whether this contract will be renewed. This agreement does not affect either parties' rights under Part B Terms &amp; Conditions section 18 "Ending the Call of Contract, which are mandated by the G Cloud Framework.</li><li>• The intention of the Contract End Meeting is to demonstrate good faith in the buyer's relationship with our supplier partner in the management and execution of this contract.</li><li>• If the contract is not renewed or extended at the end of this call-off agreement the buyer must cease using any data already copied from the database.</li><li>• The buyer is allowed to retain any work product derived from the supplier's database such as reports but cannot make new works. As per the software licence terms and conditions.</li></ul>
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<b>Collaboration agreement</b>	Not Applicable
<b>Limit on Parties' liability</b>	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed [REDACTED] per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for accessing the URL provided by the supplier once the service has been switched on following the call-off commencement date. As this is a software solution delivered via software as a service (SaaS) there are no other responsibilities for the buyer.</p>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes Not Applicable.</p> <p>Reason is because this is the procurement of datasets via software as a service (SaaS).</p>

## Supplier's information

<b>Subcontractors or partners</b>	Not Applicable
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## Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is <b>Bank Transfer from Invoice</b> .		
Payment profile	The payment profile for this Call-Off Contract is single payments in advance for the initial 2-year period as follows:		
	ITEM	PERIOD	PRICE
	UK HD/HF Licences	01/07/2025 – 30/06/2027	£509,381.72
		<b>Total (ex. VAT)</b>	£509,381.72
	Optional up to 12-month extension, subject to NHS England internal Business Case Approvals.		
Invoice details	The Supplier will issue electronic invoice annually in advanced. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract withhold or reduce payments in the event of unsatisfactory performance.  All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT		

	invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.
<b>Who and where to send invoices to</b>	<p>Any queries regarding outstanding payments should be directed to NHS England's Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p> <p>Invoices should clearly quote the purchase order number, be addressed to NHS England, X24 Payables K005, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'X24 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p>
<b>Invoice information required</b>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
<b>Invoice frequency</b>	Invoice will be sent to the Buyer in accordance with the above payment profile.

<b>Call-Off Contract value</b>	Has the meaning given in Part A, above
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is as set out in Order Form Schedule 2 (Call-Off Contract charges).</p> <p>Any expenses must be agreed by the Buyer in writing prior to such costs being incurred and will only be payable in accordance with the Buyer's expenses policy.</p>

### Additional Buyer terms

<b>Performance of the Service</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>This contract relates to the purchase of software as a service (SaaS) and therefore has a limited implementation plan, relating to the provision of a URL link to access the datasets.</p>
<b>Guarantee</b>	Not Applicable
<b>Warranties, representations</b>	In addition to the incorporated Framework Agreement clause 2.3, the Supplier will comply with the warranties and representations set out in the Buyer specific amendments to/refinements of the Call-Off Contract terms.

	<p>The Supplier warrants that the Services will be provided in conformity with and meet all requirements and standards set out in this Call-Off Contract.</p>
<p><b>Supplemental requirements in addition to the Call-Off terms</b></p>	<p>(The Supplier Terms, available on Gov.UK Digital Marketplace here: <a href="https://www.gov.uk/digital-marketplace/182688965044853-terms-and-conditions-2022-03-11-1519.pdf">182688965044853-terms-and-conditions-2022-03-11-1519.pdf</a> supplement and are additional to the Call-Off Contract Terms and Conditions; the applicability and order of priority of such Supplier Terms being as set out in clause 8.3.4 of the Framework Agreement).</p> <ol style="list-style-type: none"> <li>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements: <ol style="list-style-type: none"> <li>1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer.</li> <li>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.</li> <li>1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</li> <li>1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of</li> </ol> </li> </ol>

	<p>charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.</p> <p>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</p> <p>1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.</p>	
<b>Alternative clauses</b>	Not Applicable	
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p>

		<p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>
	<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>and</p> <p>b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;</p>
	<b>DSP Toolkit</b>	<p>means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a>, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;</p>
	<b>Project Specific IPRs</b>	<p>means any intellectual property rights in items created or arising</p>

		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 or Third Party IPRs;
	<b>Purchase Order</b>	means the Buyer's unique number relating to the supply of the Services;
	<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	<b>Third Party IPRs</b>	means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;
	<b>Unavoidable Losses</b>	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-



	<table border="1" data-bbox="550 250 1329 360"> <tr> <td data-bbox="550 250 810 360"></td><td data-bbox="810 250 1329 360">Off Contract pursuant to Clause 18.1;</td></tr> </table> <p><b>1)</b> New Clauses 11.10 to 11.14 inclusive, shall be added to Clause 11 of the Call-Off terms, as follows:</p> <p>11.10 All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.</p> <p>11.11 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Supplier Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.</p> <p>11.12 The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.11 and 11.4.</p> <p>11.13 Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.10 in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.</p> <p>11.14 The licence granted by the Supplier under Clause 11.4 shall be transferable to other Central Government Bodies.</p> <p><b>2)</b> Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in</p>		Off Contract pursuant to Clause 18.1;
	Off Contract pursuant to Clause 18.1;		

	<p>their entirety and replaced with the following new Clauses 18.2 and 18.3:</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"> <li>• Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided</li> <li>• Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's Losses, unless Unavoidable Losses are specified in the Order Form, in which case clause 18.3 shall apply to such Unavoidable Losses.</li> </ul> <p>18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p> <p>3) New Clauses 4A and 4B shall be added as follows:</p> <p>4A <b>IR35 – NOT USED</b></p> <p>4B <b>Security of Supplier Staff</b></p> <p>4B.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard: (<a href="https://www.gov.uk/government/publications/government-baseline-personnel-security-standard">https://www.gov.uk/government/publications/government-baseline-personnel-security-standard</a>), as may be amended or replaced by the Government from time to time.</p>
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	<p>4B.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.</p> <p>4B.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.</p> <p>4B.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.</p> <p>4B.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.</p> <p><b>4)</b> A new Clause 16.8 shall be added as follows:</p> <p>16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.</p> <p><b>5)</b> Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p>
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	<ul style="list-style-type: none"> <li>• comply with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data;</li> <li>• only Process the Buyer Data, including but not limited to Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body;</li> <li>• take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes.</li> </ul> <p>12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person including any Subcontractors) for the provision of the Services.</p> <p>12. 7 Neither Party shall do nor omit to do anything that will put the other Party in breach of the Data Protection Legislation.</p> <p>6) A new clause 7.2A shall be added to the Call-Off terms and conditions as follows:</p> <p><b>7.2A Electronic Invoicing</b></p> <p>7.2A.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.</p> <p>7.2A.2 For the purposes of clause 7.2A.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.</p> <p>7) New Clause 33.2 shall be added as follows:</p>
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	<p><b>Data Protection Impact Assessment Delivery and Assistance</b></p> <p>33.2 Without limitation to the obligations as set out in Schedule 7 (UK GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall participate and provide reasonable co-operation for the completion of any Data Protection Impact Assessments conducted by the Buyer relating to the Services and the deliverables. Such participation and co-operation shall include updating the Data Protection Impact Assessment at each material change of the deliverable(s) (including but not limited to each release of new software) and following any Variation.</p> <p>8) A new Clause 34 shall be added as follows:</p> <p>34 <b>Assignment and Novation</b></p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to the Department of Health and Social Care, and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p>9) A new Clause 35 shall be added as follows:</p> <p>35 <b>Subcontracts</b></p> <p>The Supplier shall ensure that each material Subcontract shall include:</p> <p>35.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Subcontract which confer a benefit upon the Buyer;</p>
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	<p>35.2 a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier; and</p> <p>35.3 obligations no less onerous on the Subcontractor than those imposed on the Supplier under this Call-Off Contract.</p> <p><b>10)</b> A new Clause 36 shall be added as follows:</p> <p><b>36 Execution and Counterparts</b></p> <p>36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p><b>11)</b> A new clause 37 shall be added as follows:</p> <p><b>37 Offshore Working</b></p> <p>The Supplier is not permitted to use Supplier Staff outside of the UK to provide the Services.</p> <p><b>12) Schedule 7 - Processing Data (Framework Agreement)</b></p>
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	<p>12.1) For the purposes of incorporating Schedule 7 of the Framework Agreement into this Call-Off Contract, paragraph 5(d) shall be deleted in its entirety and replaced with the following:</p> <p>(d) not transfer Personal Data outside of the UK unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p>(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;</p> <p>(ii) the Data Subject has enforceable rights and effective legal remedies;</p> <p>(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is trans-ferred (or, if it is not so bound, uses its best endeav-ours to assist the Controller in meeting its obligations); and</p> <p>(iv) the Processor complies with any reasonable instruc-tions notified to it in advance by the Controller with re-spect to the Processing of the Personal Data.</p> <p>12.2) An extra row shall be added at the end of the table at Annex 1 of Schedule 7 (UK GDPR Information) as follows:</p> <table><tr><td><b>Jurisdiction of processing</b></td><td>UK</td></tr></table>	<b>Jurisdiction of processing</b>	UK
<b>Jurisdiction of processing</b>	UK		
<b>Personal Data and Data Subjects</b>	Schedule 7 is being used: Annex 1		

<b>Intellectual Property</b>	Not Applicable
<b>Social Value</b>	As per the Supplier's G-cloud Offering; <ul style="list-style-type: none"> <li>• Fighting Climate Change</li> <li>• Covid-19 Recovery</li> <li>• Tackling Economic Inequality</li> <li>• Equal Opportunity</li> <li>• Wellbeing</li> </ul>
<b>Performance Indicators</b>	Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer.

## 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 clauses 8.3 to 8.6 inclusive 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 RM1557.14.



**Signatures:**

**Facts and Dimensions Ltd** – Ross Building, Adastral Park, Martlesham Heath, IP5 3RE

Company number: 05952144

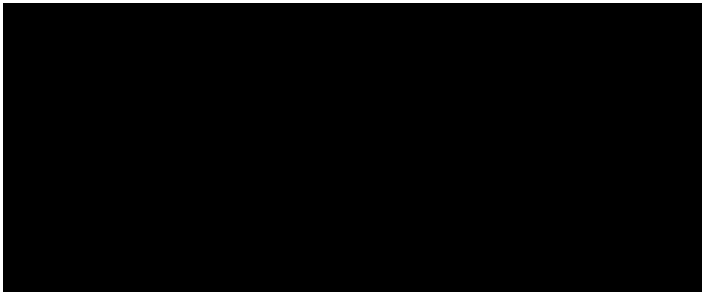
For and on behalf of the Supplier (Facts and Dimensions Ltd)



Date Signed: 24th June 2025

**NHS England** - 7 & 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP

For and on behalf of the Buyer (NHS England)



Date Signed: 27 June 2025

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

**Buyer Benefits**

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

[G-Cloud 14 Buyer Benefit Record](#)

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

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

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses, schedules 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:

2.3 (Warranties and representations)

4.1 to 4.6 (Liability)

4.10 to 4.11 (IR35)

5.4 to 5.6 (Change of control)

5.7 (Fraud)

5.8 (Notice of fraud)

7 (Transparency and Audit)

8.3 to 8.6 (Order of precedence)

11 (Relationship)

14 (Entire agreement)

15 (Law and jurisdiction)

16 (Legislative change)

17 (Bribery and corruption)

18 (Freedom of Information Act)

19 (Promoting tax compliance)  
20 (Official Secrets Act)  
21 (Transfer and subcontracting)  
23 (Complaints handling and resolution)  
24 (Conflicts of interest and ethical walls)  
25 (Publicity and branding)  
26 (Equality and diversity)  
28 (Data protection)  
30 (Insurance)  
31 (Severability)  
32 and 33 (Managing disputes and Mediation)  
34 (Confidentiality)  
35 (Waiver and cumulative remedies)  
36 (Corporate Social Responsibility)  
paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

### 3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

### 4. Supplier staff

- 4.1 The Supplier Staff must:
  - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

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

## 6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

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

## 7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
  - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
  - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
  - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
  - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of

£5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

- 9.4.1 a broker's verification of insurance

- 9.4.2 receipts for the insurance premium

- 9.4.3 evidence of payment of the latest premiums due

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

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

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

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

## 10. Confidentiality

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights



("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trademarks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 The Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim: alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law; alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party; arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
- 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgement against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under

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

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

rights granted to the Buyer under this Call-Off Contract

Supplier's performance of the Services

use by the Buyer of the Services

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

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

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

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

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

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

other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

### 12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

## 13. Buyer data

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

- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:  
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:  
<https://www.gov.uk/government/publications/government-security-classifications>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:  
<https://www.npsa.gov.uk/sensitive-information-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/technologycode-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/technologycode-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. 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. pplem

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

## 18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure

which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this 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); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability),

24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

work with the Buyer on any ongoing work

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

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.

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

## 20. Notices

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

Manner of delivery: email

Deemed time of delivery: 9am on the first Working Day after sending

Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

## 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
  - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
  - 21.6.2 there will be no adverse impact on service continuity
  - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
  - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and

staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

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

## 23. Force majeure

- 23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.
- 23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.
- 23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the Call-Off Contract with immediate effect by notice in writing.

## 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
- 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause
- 24.2 will not be taken into consideration.

## 25. Premises

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

## 26. Equipment

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

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

- 27.1 Except as specified in clause 29.8, a person who is not a 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.

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.

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.

The Supplier will cooperate 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.

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



its failure to comply with the provisions of this clause

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

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

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 using the template in Schedule 9 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 using the template in Schedule 9. This includes any changes in the Supplier's supply chain.
- 32.3 If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

## 33. Data Protection Legislation (GDPR)

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

## Schedule 1: Services

The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:

### Provision of UK Health Facts datasets and UK Health Dimensions verification Licences

Licences for the provision of access to the database tables for a two-year period. Licence must cover the use of all data tables by NHS England, Data Services for Commissioners Regional Offices (DSCROs) and NHS Commissioning Support Units, who will be permitted to provide the data in services (such as reporting and dashboard products) to their customer Clinical Commissioning Groups and Local Area Teams but may not share direct access to the data.

### **G-cloud 14 Offering;**

Data taken from ONS, NHS England, Data.Gov, etc, extracted from their various files and loaded into a SQL database ready for analysis. Data loaded as soon as it is available.

#### Features

- SQL Azure Databases and Snowflake
- Data from ONS, Data.Gov, , NHS England,
- Ordnance Survey, any public data source.
- Directly query the data via OLEDB, ADO.NET, ODBC, etc.
- Fully secure access
- Access original source data and see audit trail.
- Your own customisable cloud database to access the data

All database tables are to be provided in a cloud Azure SQL Database and updated every business day as and when new data comes out.

The database tables must be subject to a rigorous testing schedule to ensure the data is fit for purpose and reflects the latest iteration of the datasets.

Database should be accessible via the following means:

- SQL Server Management Studio
- ODBC (Access, Excel etc)
- ADO.NET
- JDBC
- PHP

**UK Health Facts:**

Software & Services
SQL database updated accessed via Azure SQL server

1. A&E Admissions and Waits
2. Ambulance Quality Indicators
3. Bed Availability – Day Only Beds
4. Bed Availability – Overnight Beds
5. Cancelled Elective Ops
6. Cancer Staging
7. Cancer Waiting List
8. CCG Outcome Indicator Set
9. Critical Care
10. Delayed Transfers Of Care
11. Dementia
12. Demography – Deprivation
13. Demography – Population
14. Diagnostic Imaging
15. Diagnostic Waits And Activity
16. Early Intervention in Psychosis Waiting Times
17. Friends And Family Test
18. GP Patient Survey
19. Hospital Acquired Infections
20. Hospital Activity, MAR and QAR
21. Mental Health
22. Mortality
23. National Cancer Patient Experience Survey
24. NHS111
25. NHS Workforce
26. Patient Reported Outcome Measures
27. Presentation Level Prescribing Data
28. QOF
29. Reference Costs
30. RTT
31. RTT Direct Access Audiology
32. Staff Friends and Family Test

In addition, the Buyer has the ability to request any other publicly available, UK Health related datasets to be added at no additional cost.

The UKHF data service already exists and all services and software can be made available without delay upon contract signature.

Details of work we do to ensure absolute highest quality:

1. Method for loading unstructured (or structured) data:

a. Use of powerful inhouse system for loading datafiles into repository. This system does the following:

- i. Tracks and audits user's flow from getting the data from its source all the way to processing data in the repository.
- ii. Automatically take screenshot of webpage where data sourced
- iii. Tags source files so they can be linked to the data in the database
- iv. Calculate a checksum for each file to ensure each file only downloaded once
- v. Record URL trail leading to the source data
- vi. Create a SQL script from the FD template, for transforming the raw data that includes

1. Test for change in header row names, even if header is within file (typical in Excel) and even if it has multiple headers

2. Test date entered matches date programmatically derived from data or filename
3. Test if number of sheets in excel file has changed.
4. Test expected text in filename matches pattern
5. Ensure data will be flowed to correct table
6. Ensure count of rows imported matches count of rows derived from raw data.
7. Ensure sum of main numerical field and sum of all numerical fields calculated from raw data matches the same in the processed data
8. For each newly created import script additional level of checking, which is to manually work out the expected row count and expected numerical field sums. System then checks those manual figures match the figures calculated from raw data and the figure calculated from processed data
9. Ensure derived date is valid
10. Ensure no converting \*s, -s, .s to null unless there are also complimentary fields to store the original text value (new since 2018)
  - a. Ensure such values are converted to NULL not 0
11. Prevent altering a used import script. A new one has to be made
12. Ensure when deriving end of month date, the code is such that it adds a month and then minuses a day, not other way around.
13. Ensure scripts contain necessary parameters used by FD's system:
  - a. <Effective\_Snapshot\_Date>
  - b. <DataSourceFileForThisSnapshot\_Version>
  - c. <AuditKey>

## d. &lt;MetadataEssentialID&gt;

- vii. When new script is used to load data, it must be manually signed off. Successful reuse of existing script allows for automated sign off.
- viii. If there is no way of programmatically deriving the effective date, it always must be signed off manually, and by a different user.
- ix. Warn if sudden rise/fall of sum of numerical values or count of rows.
- x. Keep track of when new data gets loaded and load into Azure within 1 business day. Not always possible as sometimes the source data has problems or has been structurally altered. We start work on loading data within one business day. This happens at least 90% of the time. Where a customer knows of data about to be released that they need asap they are encouraged to flag this up to us, lest we do not notice. This can happen due to data sources sometimes moving to a different URL and because some sources do not offer a subscription alert service so we have to manually check for releases.

## 2. Other auto tests include

- a. Ensure every table has correct Unique Constraints
- b. Ensure every table has correct Check Constraints
- c. Ensure derived pipe-delimited file no of rows = no of rows in original txt/csv file, taking account of different encoding
- d. Make use of correct data types and Allow Null settings
- e. Ensure expected data in every table
- f. Triggers on every repository table to ensure
  - i. Signed off set of effective\_snapshot\_date data cannot be altered
  - ii. Signed off set of effective\_snapshot\_date data cannot be deleted
  - iii. Newly inserted data must be for only one snapshot and one version
  - iv. Newly imported data must be for a new snapshot/version combo
  - v. Unsigned off data can be altered, but only one snapshot/version at a time
  - vi. Unsigned off data can be removed but only the whole snapshot/version, not partial.
- g. Test users have correct permissions on Azure.
- h. Test no columns with missing in source file header (can happen if source file has commas in header values, without text qualifiers)
- i. If the file being imported has no numerical fields for the sum checks, then perform CHECKSUM\_AGG(CHECKSUM on a field
- j. Ensure snapshot date range and data version no do not cross existing data
- k. Check start and end dates of imported data match what user entered manually.

<ol style="list-style-type: none"> <li> <ol style="list-style-type: none"> <li>l. Link to at least one dimension table in the sister Dimensions database and use to ensure codes in the data are found in the related dimension table. This helps protect against columns moving in source data.</li> </ol> </li> <li>3. Full use of the available data integrity features available in SQL are used, namely:               <ol style="list-style-type: none"> <li>a. Check constraints</li> <li>b. Triggers</li> <li>c. Foreign key constraints to prevent invalid values where appropriate</li> <li>d. Dummy Foreign Key tables to prevent truncation</li> <li>e. Unique indexes</li> <li>f. Not Null constraints</li> <li>g. Correct data types</li> <li>h. Correct varchar lengths</li> </ol> </li> <li>4. Features of backend repository               <ol style="list-style-type: none"> <li>a. Full use of triggers, foreign keys, unique constraints used to ensure data integrity</li> <li>b. Azure databases locked to prevent deletion and each table locked to prevent drop/delete/update</li> <li>c. Unique constraints ensure integrity of data</li> <li>d. Each user database accessed by unique username and password and accessible only by user's IP address(es)</li> </ol> </li> <li>5. Auto tests on backend repository               <ol style="list-style-type: none"> <li>a. Ensure no commented out parameters</li> <li>b. Check no triggers disabled</li> <li>c. Check no indexes disabled</li> <li>d. Check import process not already running</li> <li>e. Ensure all expected tables exist in Azure</li> <li>f. Ensure all expected Latest-Version views exist in Azure</li> </ol> </li> <li>6. Try out new features with one of our pilot customers.</li> <li>7. Every effort is made to ensure the software, and servers are free of any viruses or malware.</li> <li>8. Ensure more than one member of staff trained on maintaining the system and uploading new data.</li> </ol>	<p>Provision of an instruction manual for users.</p> <p>Fully compliant. UK Health Facts provides the following for each client:</p> <ol style="list-style-type: none"> <li>1. A manual</li> <li>2. 2.5-hour training session</li> </ol>
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<p>Indicate levels of service to be achieved in answering technical queries</p> <p>Fully compliant. The following lists UK Health Fact's service levels:</p> <ol style="list-style-type: none"> <li>1. Email and telephone queries will be answered within 1 business day. 90% of emails and telephone calls within 1 hour.</li> <li>2. All datasets will be updated as soon as is reasonably possible when new data becomes available.</li> <li>3. Customers also have access to a full forum where they can make suggestions and requests for new datasets, etc. They can also use it to discuss ideas and share knowledge.</li> </ol>
<p>The data is supplied in the cloud, Azure SQL Database. It is accessed directly by the customer.</p> <ol style="list-style-type: none"> <li>1.</li> </ol>
<p>Additional information on the UKHF solution:</p> <ol style="list-style-type: none"> <li>1. The service is in use by several NHS customers.</li> <li>2. Every effort is made to ensure the software, and servers are free of any viruses or malware.</li> <li>3. At least three dedicated support staff are available to offer fully trained and expertise in UKHF.</li> </ol> <p>The full UKHF system is backed up very regularly. Backups are stored in multiple, geographical locations.</p>

### UK Health Dimensions:

Software & Services
<p>SQL database updated and distributed once a week via either FTP server or via Azure SQL server in the form of a complete replacement of the previous weeks SQL files containing the latest updates from all of the following with full Slowly Changing Dimensions (SCD) history:</p>

1. A table for every data dictionary attribute and data element (Admission\_Method, Actual\_Delivery\_Place, etc.) with SCD history back to 2005
2. A table for all the organisation reference data contained in the Organisation Data Service (ODS) and Spine Directory Service (SDS) datasets (GP Practice, Postcodes, etc.) with SCD history back to 2009.  
The postcode dataset includes all data from NHS Postcode Directory plus Longitude and Latitude co-ordinates to 1 metre resolution
3. An extensive, detailed Date Dimension with one record per day for 1st Jan 1901 to 31st Dec 2199
4. A detailed Time Dimension with one record per second of the day
5. An age-band dimension
6. International Classification of Diseases ICD10 tables, containing the ICD10 2000 version and the 4th edition that came out Apr 2012 as an SCD
7. OPCS4 Classification of Interventions and Procedures tables, including v4.5 and 4.6.
8. Payment by Results (PbR) tables back to 2010/11
9. Ordnance Survey tables (Lower-level Super Output Areas (LSOAs), Middle-level Super Output Areas (MSOAs)) which are used for building maps of the UK
10. Read Code v2 and v3 as SCD back to 2012
11. SNOMED CT clinical terms as SCD back to 2002
12. NHS Dictionary of Medicines and Devices (DM+D) as SCD back to 2013

Fully compliant. UKHD provides an automatically updated SQL database each week that contains all of the following data with, where appropriate, full slowly changing dimension (SCD) history. All redistribution rights to this data have been ascertained:

1. A table for every data dictionary attribute and data element (Admission\_Method, Actual\_Delivery\_Place, etc.) with SCD history back to 2005.
2. A table for all the TRUD SDS datasets (GP Practice, Postcodes, etc.) with SCD history back to 2009.  
The postcode dataset includes all data from NHS Postcode Directory plus Longitude/Latitude co-ordinates
3. An extensive, detailed Date Dimension with one record per day for 1st Jan 1901 to 31st Dec 2199
4. A detailed Time Dimension with one record per second of the day
5. An age-band dimension
6. ICD10 tables, containing the ICD10 2000 version and the 4th edition that came out Apr 2012 as an SCD
7. OPCS4 tables, including v4.5 and 4.6.
8. PbR tables back to 2010/11
9. Ordnance Survey tables (LSOAs, MSOAs) which are to be used for building maps of the UK
10. Read Code v2 and v3 as SCD back to 2012

11. SNOMED as SCD back to 2002

12. DM+D as SCD back to 2013



The UKHD data service already exists and all services and software can be made available without delay upon contract signature.

Details of testing carried out to ensure the best possible data quality.

Fully compliant. UKHD includes a full and detailed testing regime to ensure, as much as possible, that only accurate and timely data is released to clients. This regime includes:

1. The automated process that created UKHD runs a large list of tests on the data. The database cannot be released unless every test passes. Here is a sample of the tests carried out
  - a. Effective date has to exist in table of allowed effective dates per schema
  - b. Ensure no commented out parameters from testing
  - c. Check SQL language and date format setting
  - d. Check no triggers have been disabled
  - e. Check import process not currently running
  - f. Check all Data Dictionary rows contain a 60 character limited description
  - g. Check modified date of files to be imported are recent
  - h. Check version no of all the system objects (6 databases, 4 SSIS packages, 1 Access DB).
  - i. Check all files expected in the particular run are in the import folder
  - j. Check no unexpected files not expected in the particular run are in the import folder
  - k. Ensure all expected tables exist in the repository
  - l. Check every table has a unique constraint containing the effective from date and one other field, the business key.
  - m. Check a release was performed the previous week
  - n. Check there exists one release per week
  - o. Ensure imported data does not breach described data types
  - p. Ensure imported data does not contain duplicates
  - q. Ensure imported data matches described structure
  - r. Ensure imported data does not contain unexpected blanks
  - s. If any data fails described format, then get in touch with data provider, e.g. ODS at HSCIC.
  - t. In each data pack that contains multiple files, ensure all files are there
  - u. Ensure all tables that contain a postcode field also have a computed ASCII index field
  - v. Ensure no missing imports historically. Example, ensure there is one set of data for every week in DMPlusD schema; one for every month in READ schema, etc.
  - w. Ensure no instances of print(@sql) in and of the SQL code.
  - x. Ensure, when data older than latest data is loaded in, the SCD table is recreated to maintain correct effective from/to dates.
  - y. Ensure all files in import bucket have imported
  - z. Ensure that for every table in repository, there exists an SCD table in UKHD aa. Ensure no of records in each table only goes up per effective date bb. Ensure all tables in UKHD have appropriate unique constraints cc. Ensure expected data for the run exists in UKHD dd. Ensure all files were fully and successfully imported
  - ee. In every SCD table, ensure each business key value contains exactly one record where effective to is null and is latest =1

- ff. Ensure latest record per business key value has is latest =1
- gg. Ensure no of records per business key where is latest = 1 has at least as many records as latest imported data.
- hh. Check for sudden rises/falls in number of records in latest data compared to recent average
- ii. Ensure there exists a subchapter and chapter for every HRG code jj. With regard to the amalgamated "All" tables which contain data from >1 source  
(e.g. ODS.All\_GPs\_And\_GDPs\_SCD contains data from 8 different text files –



scotgp.txt, egpcur.csv, etc.) does contain data from all expected file sources and for every effective date.

- kk. Check all effective to dates end in 23:59:59.997, as opposed to default 00:00:00.000
  - ll. Ensure no Main Code values in data dictionary contain a space (which is possible due to fact we are forced to literally copy and paste values from the website)
  - mm. Ensure only latest data is in GP Membership table
  - nn. Ensure only latest data is in GP Practice Membership table
  - oo. On the occasions where source data has an error, such as a duplicate code, we inform the provider and get a replacement file.
  - pp. With regards to the PbR tables, we have an additional 3 tests, which are:
    - i. A separate table of expected row counts. We have a test script that checks actual row counts match
    - ii. We also have a sign off field for all records. A 2<sup>nd</sup> employee manually checks the data against the published figures and signs them off. Once signed a trigger will prevent them being changed again.
    - iii. Ensure data in UKHD exactly matches signed off data in repository
  - qq. Ensure that every April and October, the additional READ bi-annual data is included
  - rr. With regard to the Data Dictionary tables, because they are only available via the website as HTML ([www.datadictionary.nhs.uk](http://www.datadictionary.nhs.uk)), we have developed an additional in house system using MS Access for the front end for safely and accurately recording all the data element and attribute codes which features:
    - i. Separate list of allowed data element/attribute names
    - ii. Complete copy of previous month's Data Dictionary release
    - iii. Cleverly designed, easy to use, hard to break, user interface to select a data element and view/edit codes and leave notes to the developer team.
    - iv. Record of previous versions of the data dictionary
    - v. Different employee very carefully goes over all the changes and ensures they are correct and then signs them off or raises an issue for the first employee to review and fix. Once a record is signed off, there is a trigger that prevents it being changed again.
2. Full use of the available data integrity features available in SQL are used, namely:
- a. Check constraints
  - b. Triggers
  - c. Foreign key constraints to prevent invalid values where appropriate
  - d. Dummy Foreign Key tables to prevent truncation
  - e. Unique indexes
  - f. Not Null constraints
  - g. Correct data types
  - h. Correct varchar lengths



3. One of our customers [REDACTED] also downloads a copy of the data-base within 1 business day of release, runs several internal tests and informs us if anything is wrong.

<p>Provision of an instruction manual for users.</p> <p>Fully compliant. UKHD provides the following for each client:</p> <ol style="list-style-type: none"> <li>1. A manual</li> <li>2. 2.5 hour training session</li> </ol>
<p>Indicate levels of service to be achieved in answering technical queries</p> <p>Fully compliant. The following lists UKHD's service levels:</p> <ol style="list-style-type: none"> <li>1. Email and telephone queries will be answered within 1 business day. 90% of emails and telephone calls within 1 hour.</li> <li>2. All datasets will be updated as soon as is reasonably possible when new data becomes available.</li> <li>3. Customers also have access to a full forum where they can make suggestions and requests for new datasets, etc. They can also use it to discuss ideas and share knowledge.</li> </ol>
<p>Provision of a tool to automate the weekly replacement of the database tables.</p> <p>CACI response: Fully compliant. UKHD provides a fully automated weekly replacement mechanism encompassing:</p> <ol style="list-style-type: none"> <li>1. The UKHD weekly updates have been and, absolute best efforts will be made to ensure it always will be produced by midday on the Sunday. Except in the week between Christmas and New Year. Customers are provided with software (SQL SSIS Package) to automate the process. <ol style="list-style-type: none"> <li>a. A basic outline of that automated process <ol style="list-style-type: none"> <li>i. Check the version of UKHD available on the FTP server is later than the one on the customer's server.</li> <li>ii. Download latest zipped database</li> <li>iii. Get list of current users of database</li> <li>iv. Unzip database</li> <li>v. Attach new database as UKHD_Test and ensure it works</li> <li>vi. Backup currently attached database</li> <li>vii. Delete currently attached database</li> <li>viii. Detach UKHD_Test and reattach as UKHD</li> <li>ix. Add the list of users from previous database version</li> </ol> </li> <li>b. Each organisation has their own log in details</li> </ol> </li> </ol>

Software licences must cover the use of all data tables by NHS England, Data Services for Commissioners Regional Offices (DSCROs) and NHS Commissioning Support Units, who will be permitted to provide the data to their customer Clinical Commissioning Groups and Local Area Teams.

## Schedule 2: Call-Off Contract charges

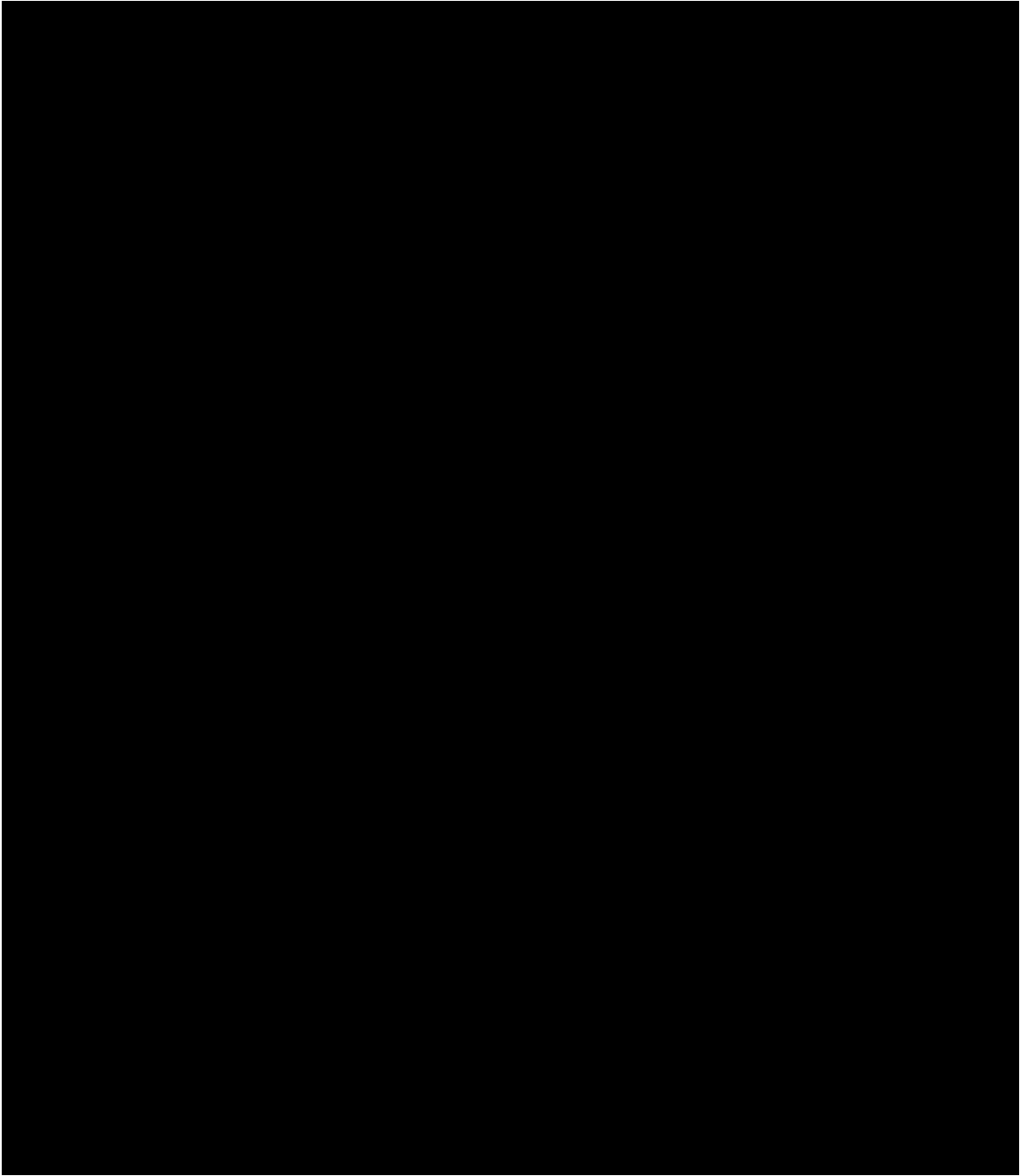
For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

The payment profile for the initial 2-year term totalling £509,381.72 (ex VAT) is a single payment in advance as follows:

ITEM	PERIOD	PRICE
UK HD/HF Licences	01/07/2025 – 30/06/2027	£509,381.72
	<b>Total (ex. VAT)</b>	£509,381.72

Optional up to 1 year extension anticipated value: £295,000(ex VAT) – subject to NHS England internal Business Case approvals.

Maximum aggregated value: £804,381.72 (ex VAT)



## Schedule 3: Collaboration agreement

NOT USED

## Schedule 4: Alternative clauses

### 1. Introduction

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

### 2. Clauses selected

- 2.1 The Buyer may, in the Order Form, request the following alternative Clauses:
- 2.1.1 Scots Law and Jurisdiction
  - 2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.
  - 2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.
  - 2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.
  - 2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.
  - 2.1.6 References to "tort" will be replaced with "delict" throughout
- 2.2 The Buyer may, in the Order Form, request the following Alternative Clauses:
- 2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)
- 2.3 Discrimination
- 2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

Employment (Northern Ireland) Order 2002  
 Fair Employment and Treatment (Northern Ireland) Order 1998

Sex Discrimination (Northern Ireland) Order 1976 and 1988  
 Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003  
 Equal Pay Act (Northern Ireland) 1970  
 Disability Discrimination Act 1995  
 Race Relations (Northern Ireland) Order 1997  
 Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996  
 Employment Equality (Age) Regulations (Northern Ireland) 2006  
 Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000  
 Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002  
 The Disability Discrimination (Northern Ireland) Order 2006  
 The Employment Relations (Northern Ireland) Order 2004  
 Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006  
 Employment Relations (Northern Ireland) Order 2004  
 Work and Families (Northern Ireland) Order 2006

and will use its best endeavours to ensure that in its employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract it promotes equality of treatment and opportunity between:

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

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

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Buyer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- the issue of written instructions to staff and other relevant persons
- the appointment or designation of a senior manager with responsibility for equal opportunities
- training of all staff and other relevant persons in equal opportunities and harassment matters
- the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

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

- the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Term by any Industrial or Fair Employment Tribunal or court,

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

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Buyer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

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



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

## 2.5 Equality

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

## 2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Buyer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Buyer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Buyer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Buyer premises, the Supplier will comply with any health and safety measures implemented by the Buyer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Buyer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Buyer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Buyer premises in the performance of its obligations under the Call-Off Contract.

- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Buyer on request.

## 2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Buyer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Buyer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Term any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Buyer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Buyer's cost and the Supplier will (at no additional cost to the Buyer) provide any help the Buyer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee  
NOT USED

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

<b>Expression</b>	<b>Meaning</b>
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <p>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> <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>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.

<b>Confidential Information</b>	Data, Personal Data and any information, which may include (but isn't limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.

<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any: breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</p> <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>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
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<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Financial Metrics</b>	The following financial and accounting measures: Dun and Bradstreet score of 50 Operating Profit Margin of 2% Net Worth of 0 Quick Ratio of 0.7



<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any: acts, events or omissions beyond the reasonable control of the affected Party riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third party isn't reasonably available</p> <p>The following do not constitute a Force Majeure event: any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure the event was foreseeable by the Party seeking to rely on Force</p> <p>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</p>
<b>Former Supplier</b>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>

<b>Fraud</b>	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.
<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.

<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.

<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

<b>Insolvency event</b>	Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Supplier Trigger Event
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: (a) 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 (b) 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

	(c) all other rights having equivalent or similar effect in any country or jurisdiction
<b>Intermediary</b>	For the purposes of the IR35 rules an intermediary can be: the supplier's own limited company a service or a personal service company a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
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<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	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.

<b>Ministry of Justice Code</b>	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.
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<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Performance Indicators</b>	The performance information required by the Buyer from the Supplier set out in the Order Form.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.

<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<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> <p>induce that person to perform improperly a relevant function or activity</p> <p>reward that person for improper performance of a relevant function or activity</p> <p>commit any offence:</p> <p>under the Bribery Act 2010</p> <p>under legislation creating offences concerning Fraud</p> <p>at common Law concerning Fraud</p> <p>committing or attempting or conspiring to commit Fraud</p>

<b>Project Specific IPRs</b>	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,
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	instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.



<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement supplier</b>	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).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.
<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.

<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

<b>Supplier staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Trigger Event</b>	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Variation Impact Assessment</b>	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <p>details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract;</p> <p>details of the cost of implementing the proposed variation;</p> <p>details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party;</p> <p>a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>

<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.



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## Schedule 7: UK GDPR Information

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

### Annex 1 - Processing Personal Data

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

1.1.1.1 The contact details of the Buyer's Data Protection Officer are: **Data Protection Officer, england.dpo@nhs.net**

1.1.1.2 The contact details of the Supplier's Data Protection Officer are [REDACTED]

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

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

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li>Some individual users have accounts using name and NHS email to log into the UKHF system</li> </ul>
Duration of the Processing	The timeline of the contract 01/07/25 – 30/06/28 with an optional extension to 30/06/28

Nature and purposes of the Processing	Login Access for users to the supplier's platform to extract datasets. Login needed to ensure security of the platform.
Type of Personal Data	Name Email address
Categories of Data Subject	NHS England staff
International transfers and legal gateway	No personal data is stored or accessed outside the UK
Plan for return and destruction of the data once the Processing is complete	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or term of any Call-Off Contract arising hereunder



## Annex 2 - Joint Controller Agreement NOT USED

# Schedule 8 (Corporate Resolution Planning)

## Definitions

In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 6 (Glossary and interpretations):

<b>"Accounting Reference Date"</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"Annual Revenue"</b>	<p>means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:</p> <p>figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and</p> <p>where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to</p>

	British Pound Sterling at the closing exchange rate on the Accounting Reference Date;
<b>“Appropriate Authority” or “Appropriate Authorities”</b>	means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team;
<b>“Associates”</b>	means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles;
<b>"Cabinet Office Markets and Suppliers Team"</b>	means the UK Government's team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function;

<b>“Class 1 Transaction”</b>	has the meaning set out in the listing rules issued by the UK Listing Authority;
<b>“Control”</b>	the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;
<b>“Corporate Change Event”</b>	<p>means:</p> <p>any change of Control of the Supplier or a Parent Undertaking of the Supplier;</p> <p>any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;</p> <p>any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services;</p> <p>a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc;</p> <p>an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the Supplier or any Parent Undertaking of the Supplier;</p> <p>payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of</p>

	<p>the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period;</p> <p>an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group;</p> <p>the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or</p> <p>any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales;</p>
<b>"Corporate Change Event Grace Period"</b>	<p>means a grace period agreed to by the Appropriate Authority for providing CRP Information and/or updates to Business Continuity Plan after a Corporate Change Event;</p>
<b>"Corporate Resolvability Assessment (Structural Review)"</b>	<p>means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in</p>

	accordance with Paragraph 3 and Annex 2 of this Schedule;
<b>“Critical National Infrastructure” or “CNI”</b>	<p>means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:</p> <p>major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
<b>“Critical Service Contract”</b>	means the overall status of the Services provided under the Call-Off Contract as determined by the Buyer and specified in Paragraph 2 of this Schedule;
<b>“CRP Information”</b>	<p>means the corporate resolution planning information, together, the:</p> <p>(a) Exposure Information (Contracts List);</p>

	<p>(b) Corporate Resolvability Assessment (Structural Review); and</p> <p>(c) Financial Information and Commentary</p>
<b>“Dependent Parent Undertaking”</b>	<p>means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Call-Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call-Off Contract;</p>
<b>“FDE Group”</b>  <b>“Financial Distress Event”</b>	<p>means the <b>Supplier, Subcontractors, [the Guarantor</b></p> <p>the credit rating of an FDE Group entity dropping below the applicable Financial Metric;</p> <p>an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</p> <p>an FDE Group entity committing a material breach of covenant to its lenders;</p>

	<p>a Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute;</p> <p>any of the following:</p> <p>commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than £5m;</p> <p>non-payment by an FDE Group entity of any financial indebtedness;</p> <p>any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</p> <p>the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or</p> <p>the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity;</p> <p>in each case which the Buyer reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance and delivery of the Services in accordance with the Call-Off Contract; and</p> <p>any two of the Financial Metrics for the Supplier not being met at the same time.</p>
<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;



<b>“Public Sector Dependent Supplier”</b>	means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business;
<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“UK Public Sector Business”</b>	means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health

	bodies, police, fire and rescue, education bodies and devolved administrations; and
<b>“UK Public Sector / CNI Contract Information”</b>	means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1;

## Service Status and Supplier Status

This Call-Off Contract is not a Critical Service Contract.

The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team in writing within 5 Working Days of the Start Date and throughout the Call-Off Contract Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is [resolution.planning@cabinetoffice.gov.uk](mailto:resolution.planning@cabinetoffice.gov.uk).

The Buyer and the Supplier recognise that, where specified in the Framework Agreement, CCS shall have the right to enforce the Buyer's rights under this Schedule.

## Provision of Corporate Resolution Planning Information

Paragraphs 3 to 5 shall apply if the Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 or the Supplier is or becomes a Public Sector Dependent Supplier.

Subject to Paragraphs 3.6, 3.10 and 3.11:

where the Call-Off Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Start Date; and

except where it has already been provided, where the Supplier is a Public Sector Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority's or Appropriate Authorities' request.

The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2, 3.8 and 3.9:

is full, comprehensive, accurate and up to date;  
is split into three parts:

Exposure Information (Contracts List);  
Corporate Resolvability Assessment (Structural Review);  
Financial Information and Commentary

and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks> and contains the level of detail required (adapted as necessary to the Supplier's circumstances);

incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements;  
and

complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.

Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP Information pursuant to Paragraphs 3.2, 3.8 and 3.9, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP

Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approve the CRP Information or that the Appropriate Authority or Appropriate Authorities reject the CRP Information.

If the Appropriate Authority or Appropriate Authorities reject the CRP Information:

the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and

the Supplier shall revise the CRP Information, taking reasonable account of the Appropriate Authority's or Appropriate Authorities' comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority's or Appropriate Authorities' rejection. The provisions of paragraph 3.3 to 3.5 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution under clause 32 of the Framework Agreement (Managing disputes).

Where the Supplier or a member of the Supplier Group has already provided CRP Information to a central government body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that central government body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.

An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18

months has elapsed since the Accounting Reference Date on which the CRP Information was based); and

no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.

If the Call-Off Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11) unless the Supplier is relieved of the consequences of the Financial Distress Event as a result of credit ratings being revised upwards;

within 30 days of a Corporate Change Event unless

the Supplier requests and the Appropriate Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the Supplier to comply with this Paragraph shall be extended as determined by the Appropriate Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Appropriate Authority to enable it to understand the nature of the Corporate Change Event and

the Appropriate Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or not required pursuant to Paragraph 3.10;

within 30 days of the date that:

the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or

none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

updated CRP Information has been provided under any of Paragraphs 3.8.1 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or

not required pursuant to Paragraph 3.10.

Where the Supplier is a Public Sector Dependent Supplier and the Call-Off Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in

Paragraphs 3.8.1 to 3.8.4, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities.

Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

Aa3 or better from Moody's;

AA- or better from Standard and Poors;

AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event due to credit ratings being revised upwards) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.



## Termination Rights

The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 3 and either:

- the Supplier fails to provide the CRP Information within 4 months of the Start Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority's or Appropriate Authorities' request; or
- the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate Authorities within 4 months of the date that it was first required to provide the CRP Information under the Call-Off Contract, which shall be deemed to be an event to which Clause 18.4 applies.

## Confidentiality and usage of CRP Information

The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier's request, the Buyer shall use reasonable endeavours to procure that the Cabinet Office enters into a confidentiality and usage agreement with the Supplier containing terms

no less stringent than those placed on the Buyer under paragraph 5.1 and incorporated Framework Agreement clause 34.

The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

redacting only those parts of the information which are subject to such obligations of confidentiality;

providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

summarising the information;

grouping the information;

anonymising the information; and

presenting the information in general terms

The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.



## **ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST**

NOT USED

## ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT (STRUCTURAL REVIEW)

The Supplier shall:

- provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
- ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
- provide full details of the importance of each member of the Supplier Group to the Supplier Group's UK Public Sector Business and CNI agreements listed pursuant to Annex 1 and the dependencies between each.

## ANNEX 3: Financial information AND COMMENTARY

The Supplier shall:

provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities' level to allow the Appropriate Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and

ensure that the information is presented in a simple, effective and easily understood manner.

For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities (or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Appropriate Authority remains protected by confidentiality).

## Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

Contract Details		
This variation is between:	<b>[insert name of Buyer] ("the Buyer")</b> And <b>[insert name of Supplier] ("the Supplier")</b>	
Contract name:	<b>[insert name of contract to be changed] ("the Contract")</b>	
Contract reference number:	<b>[insert contract reference number]</b>	
Details of Proposed Variation		
Variation initiated by:	<b>[delete]</b> as applicable: Buyer/Supplier]	
Variation number:	<b>[insert variation number]</b>	
Date variation is raised:	<b>[insert date]</b>	
Proposed variation		
Reason for the variation:	<b>[insert reason]</b>	
A Variation Impact Assessment shall be provided within:	<b>[insert number]</b> days	
Impact of Variation		
Likely impact of the proposed variation:	<b>[Supplier to insert]</b> assessment of impact]	
Outcome of Variation		
Contract variation:	This Contract detailed above is varied as follows: <b>[Buyer to insert]</b> original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ <b>[insert amount]</b>
	Additional cost due to variation:	£ <b>[insert amount]</b>
	New Contract value:	£ <b>[insert amount]</b>

This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer

Words and expressions in this Variation shall have the meanings given to them in the Contract.

The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Buyer

Signature

Date

Name (in Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in Capitals)

Address