



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

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Part A: Order Form

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

Digital Marketplace service ID number	963882810812674
Call-Off Contract reference	CQC RCCO 006
Call-Off Contract title	Finance System Design and Implementation Partner
Call-Off Contract description	<p>The Care Quality Commission ("CQC") is seeking to appoint an Implementation Partner to design, develop and deliver an in-house Finance System solution which will support the end-to-end capabilities of CQC's Finance Business Processes and user journeys.</p> <p>The Finance System solution will be built upon the Microsoft Dynamics 365 Finance software application, and the Implementation Partner will fully support CQC with the system implementation which will support and enhance CQC's Finance Operating Model.</p> <p>The Implementation Partner will also support CQC in making a seamless transition between its existing legacy Finance system (which is currently provided as a managed service by an external supplier) and the new Finance System solution.</p>
Start date (Effective date)	26 January 2022
Expiry date	25 July 2023 (with 1 x 6-month extension option)

Call-Off Contract value	<div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <div style="background-color: black; width: 150px; height: 15px; margin-bottom: 5px;"></div> <p>All requests for work within scope of the Call-off Contract shall be initiated by means of a 'Statement of Works' (SoW) that must be agreed and signed off by the Buyer.</p> <p>Each SoW will be emailed to the Supplier's nominated representative by an authorised representative of the Buyer and will be in the form of an individual Work Package, which details the specific requirement(s) and timescales needed. The payment profile for each Work Package will be linked where appropriate, to any milestones and outputs agreed between the Buyer and Supplier before work initiation.</p>
Charging method	Invoice – BACS
Purchase order number	To be confirmed

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

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

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

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

From the Buyer	Care Quality Commission ("CQC") Buyer's Main Address: Citygate, Gallowgate, Newcastle upon Tyne NE1 4PA
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To the Supplier	Tisski Limited (“Tisski”) Supplier’s address: Hilltop House, 302 Ringinglow Road, Sheffield South Yorkshire S11 7PX Company number: 07751400
Together the ‘Parties’	

Principal contact details

For the Buyer:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

For the Supplier:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

Call-Off Contract term

Start date (Effective Date)	The effective date of this Call-Off Contract is 26 January 2022 and is valid for 18 months (the “ Initial Term ”) The date and number of days or months is subject to clause 1.2 in Part B below.
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).

Extension period	<p>This Call-off Contract can be extended by the Buyer for 1 period of up to 6 months (a “Renewal Term”), by giving the Supplier 3 months’ written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Together the Initial Term and Renewal Term shall be referred to as the “Term”.</p>
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Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • RM1557.12 Lot 3: Cloud Support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p>The Implementation Partner will fully support CQC with the implementation of a Dynamics 365 Finance application which will support and enhance CQC’s Finance Operating Model, and will ensure a seamless transition between CQC’s existing legacy Finance system (which is currently provided as a managed service by an external supplier) and the new Finance system solution.</p> <p>The Implementation Partner will provide product support services and will be able to support the translation of a high-level vision into the design.</p> <p>The Implementation Partner will utilise resources who are experienced in the use of Microsoft Dynamics 365 to support the proposed implementation, and will provide a range of professional services (in terms of both an appropriate level of resource and expertise/skill sets) to deliver the Finance System requirements (as identified by CQC) by the agreed date. This will involve providing the appropriate level of resource and skill set to deliver individual Work Packages as commissioned by the Buyer under this Call-Off contract.</p> <p>It is envisaged that in line with the Supplier’s methodology, each Work Package will be broken down into key phases covering (i) Initiation, Requirements, and Design, (ii) Build, (iii) User Acceptance Testing, (iv) Training, (v) Data Migration and (vi) Cutover/Go-Live.</p>

	<p>Each Work Package will be commissioned and managed using a Statement of Works (SoW) procedure.</p> <p>The Services included in each Work Package will be mutually defined and agreed between the Supplier and the Buyer and shall be performed in accordance with the Terms and Conditions of this Call-Off Contract as entered into between the Supplier and the Buyer.</p> <p>The Buyer's acceptance criteria for all Deliverables and Milestones shall be set out in the relevant Work Package</p>
Additional Services	Not Applicable
Location	<p>The Supplier shall have the capability to operate remotely or from its own premises.</p> <p>Due to the ongoing impacts of COVID-19, the Supplier shall be required to deliver services remotely and in line with Government travel and working practice guidelines. Workshops will be conducted either <u>virtually via Microsoft Teams (or similar)</u> or in person (subject to agreement between the Buyer and the Supplier).</p> <p>Where deemed necessary or practicable, the Services will be delivered to CQC Offices as agreed between the Buyer and the Supplier as required, These CQC office locations include, but are not limited to:</p> <p>London office – 2 Redman Place, Stratford, London, E20 1JQ.</p> <p>Leeds office – 1st floor St Paul's House, Park square south, Leeds, LS1 2ND.</p> <p>Newcastle office – Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.</p>
Quality standards	<p>The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.</p> <p>Additional quality standards will also be outlined as required within each Work Package issued under this Call Off Contract. These will be monitored via the implementation methodology utilised in the delivery of the implementation and the inherent management</p>

	processes within that methodology for delivery, budget management and quality control.									
Technical standards:	<p>The Supplier is to comply with all referenced technical standards provided by the Buyer in Schedule 1</p> <p>The Supplier shall adhere to ISO 27001 (Information Security Management) and Cyber Essentials and shall also be demonstrably capable of holding data up to and including OFFICIAL SENSITIVE.</p>									
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract is referenced in Schedule 1.</p> <p>Service level and availability criteria required for this Call-Off Contract shall be set out in the Work Packages if relevant. Main performance management will be carried out at Work Package level</p> <p>The following KPIs and measurements shall also be taken into account (if / as applicable) when any Acceptance Criteria are written into Work Packages:</p> <table><tr><th>No.</th><th>KPI</th><th>Measurement</th></tr><tr><td>1</td><td>Cost of Work Package</td><td><ul style="list-style-type: none">• The cost of the Work Package will be set at the initiation stage (sign-off) of the Work Package• Regular reporting of actual costs and resources against Work Package budget has been provided in line with the frequency requirements of the Buyer</td></tr><tr><td>2</td><td>Affordability of each Work Package within the overall vision of delivery – management of budget</td><td><ul style="list-style-type: none">• Consideration has been taken with regards to the affordability of each Work Package in relation to the overall budget• Any potential impact on the overall budget or timeline has been identified and mitigation measures outlined and jointly agreed between the Buyer and the Supplier before sign-off of the Work Package• Regular updates on the overall project spend, and the forward-look profile to completion has been provided in line with the</td></tr></table>	No.	KPI	Measurement	1	Cost of Work Package	<ul style="list-style-type: none">• The cost of the Work Package will be set at the initiation stage (sign-off) of the Work Package• Regular reporting of actual costs and resources against Work Package budget has been provided in line with the frequency requirements of the Buyer	2	Affordability of each Work Package within the overall vision of delivery – management of budget	<ul style="list-style-type: none">• Consideration has been taken with regards to the affordability of each Work Package in relation to the overall budget• Any potential impact on the overall budget or timeline has been identified and mitigation measures outlined and jointly agreed between the Buyer and the Supplier before sign-off of the Work Package• Regular updates on the overall project spend, and the forward-look profile to completion has been provided in line with the
No.	KPI	Measurement								
1	Cost of Work Package	<ul style="list-style-type: none">• The cost of the Work Package will be set at the initiation stage (sign-off) of the Work Package• Regular reporting of actual costs and resources against Work Package budget has been provided in line with the frequency requirements of the Buyer								
2	Affordability of each Work Package within the overall vision of delivery – management of budget	<ul style="list-style-type: none">• Consideration has been taken with regards to the affordability of each Work Package in relation to the overall budget• Any potential impact on the overall budget or timeline has been identified and mitigation measures outlined and jointly agreed between the Buyer and the Supplier before sign-off of the Work Package• Regular updates on the overall project spend, and the forward-look profile to completion has been provided in line with the								

		frequency requirements of the Buyer
3	Quality of Planning and Management	<ul style="list-style-type: none"> Stakeholder meetings and required inputs have been planned with sufficient time to meet deadlines Dependencies have been clearly identified and planned for Errors and other issues with quality of delivery have been addressed in a timely manner
4	Timeliness of delivery	<ul style="list-style-type: none"> Deliverables have been provided on or before any agreed date for review Any delays to deliverables have been identified early and re-planned timelines for delivery have been mutually agreed between the Supplier and the Buyer
5	Acceptance Criteria	<ul style="list-style-type: none"> Acceptance criteria have been identified in the Statement of Works and have been consistently met
6	Co-design and collaboration	<ul style="list-style-type: none"> The Supplier has ensured that the Buyer has been appropriately engaged in all aspects of design, build and delivery
7	Accessibility of digital services	<ul style="list-style-type: none"> Services and deliverables have been designed with any relevant accessibility standards and requirements in mind
8	Benefits Management	<ul style="list-style-type: none"> Quality assurance has been applied to the identification and quantification of achievable benefits Services and deliverables have been designed with the Buyer's desired benefits in mind
9	Transition	<ul style="list-style-type: none"> Plans for transition have been developed and accepted by the Buyer Transition has been carried out in line with agreed plans
10	Risk Management	<ul style="list-style-type: none"> Risks have clearly been identified and

		<p>communicated, and where applicable mitigation plans have been put into place</p> <ul style="list-style-type: none"> • Update risk management logs have been provided in accordance with Buyer requirements
11	Change Management	<ul style="list-style-type: none"> • Any required changes follow agreed Change Management processes • Changes have been identified in a timely manner and overall impact on the budget and timeline has been taken into account

KPIs will be regularly reviewed against performance and the Supplier will be rated as one of the following against each KPI:

KPI Rating	Definition
Good	Supplier is meeting or exceeding KPI targets as set out within the Call-Off Contract / Work Package
Approaching Target	Supplier is close to meeting KPI targets as set out within the Call-Off Contract / Work Package
Requires Improvement	Performance of the Supplier is below that of the KPI targets as set out within the Call-Off Contract / Work Package
Inadequate	Performance of the Supplier is significantly below that of the KPI targets as set out within the Call-Off Contract / Work Package

Where the KPI is deemed to Require Improvement, the issue(s) will be worked through with the Buyer's Senior Project Manager and the Supplier's Project Manager (or equivalent).

Where the KPI is deemed to be Inadequate, this will trigger a formal exception meeting including the Buyer's Director of Finance, Commercial, Workplace & Performance (or a nominated representative) and the Supplier's Director-level equivalent representative(s).

In the event of either of the above scenarios occurring, the initial step for resolution will be the creation of an action plan, produced by the Supplier and agreed by the Buyer, to resolve the issues outlined. The plan will clearly detail the improvements and associated timeframes within which the Supplier shall meet and achieve the KPIs.

If the action plan cannot be met, or the issue is not deemed possible to resolve, a further meeting will take place to include the Buyer's Director of Finance, Commercial, Workplace & Performance (or a nominated representative) and the Supplier's Director-level

	equivalent representative(s) to enable discussion on further actions that may be taken. This may include the cancellation of a Work Package
Onboarding	Delivery and implementation to the requirements as specified in Schedule 1.
Offboarding	<p>The Supplier is required to ensure the orderly transition of the service from the Supplier to the Buyer and/or Replacement Supplier in the event of termination or expiry of contract;</p> <p>This section sets out the principles of the exit and service transfer arrangements that are intended to achieve an orderly transition which shall form the basis of the Exit Plan;</p> <p>The Supplier will, within three months after the award of the contract, deliver to the Buyer an Exit Plan which sets out the Suppliers proposed methodology for achieving an orderly transition of Services from the Supplier to the Buyer and/or its replacement Supplier on the expiry or termination of this contract;</p> <p>The Exit Plan will comply with the requirements set out below:</p> <p>Within 30 days after the submission of the Exit Plan, the parties will user their respective reasonable endeavours to agree the contents of the Exit Plan.</p> <p>The Exit Plan should contain as a minimum:</p> <ul style="list-style-type: none"> • The management structure to be employed during both the transfer and cessation of the services • A detailed description of both the transfer and cessation processes, including a timetable covering all identified transitional activities.
Collaboration agreement	NOT USED

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the total Call Off Contract value.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% 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 for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)] • Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law • Public Liability Insurance with a minimum limit of indemnity of £1,000,000 for each individual claim
Force majeure	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 7 consecutive days.</p>
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <ul style="list-style-type: none"> • Clauses 7.4 to 7.13 of the Framework Agreement.
Buyer's responsibilities	<p>Where applicable, Buyer Responsibilities are as set out in Schedule 1 and/or any Work Packages agreed as part of this Call-Off contract.</p>
Buyer's equipment	<p>The Buyer will not supply Buyer's equipment to the Supplier for this Call-Off contract unless and/or in the event there is a specific requirement for this.</p>

Supplier's information

Subcontractors or partners	NOT APPLICABLE
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears <u>or</u> as set out in the relevant Work Package, and payable following the achievement of any relevant Milestones as set out in the relevant Work Package.
Invoice details	The Supplier will issue electronic invoices in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice for services/outputs delivered as detailed in each Work Package
Who and where to send invoices to	Invoices will be sent to: Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE
Invoice information required	All invoices must include the relevant Purchase Order number All invoices must also: <ul style="list-style-type: none"> • be dated and have a unique invoice number; • quote a valid purchase order number and Call-Off Contract reference number; • include correct Supplier details; • specify the services supplied; • be for the correct sum – in accordance with costs agreed with the Customer and not future dated;

	<ul style="list-style-type: none"> • provide contact details for queries; and • be in an un-editable format such as pdf
Invoice frequency	Work will be invoiced on satisfactory completion of agreed Work Packages. Payment will be made based on the rates agreed between the Buyer and the Supplier
Call-Off Contract value	<div style="background-color: black; height: 1.2em; width: 100%;"></div> <div style="background-color: black; height: 1.2em; width: 25%;"></div>
Call-Off Contract charges	The charges set out in Schedule 2 are the basis against which Work Package charges shall be calculated

Additional Buyer terms

Performance of the Service and Deliverables	Please refer to Schedule 1 and each Work Package
Guarantee	NOT APPLICABLE
Warranties, representations	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that:</p> <p>The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice;</p> <p>The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services;</p> <p>The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form;</p> <p>The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier; and</p>

	<p>The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.</p>
<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>1. The Parties agree that the following definitions shall apply to this Call Off Contract and the Supplier Terms (to the extent used in the Supplier Terms or alternative clauses section described in this Order Form):</p> <p>Achieve means in respect of a test, to successfully pass such test without any test issues in accordance with the 'test plan', as set out in the relevant Project Plan and in respect of a Milestone, the issue of a Milestone Achievement Certificate in respect of that Milestone and "Achieved", "Achieving" and "Achievement" shall be construed accordingly.</p> <p>Implementation Code means the software developed and updated from time to time by the Supplier specifically for the purpose of achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables.</p> <p>Milestone means any milestones agreed in a Work Package, which must be completed by the relevant Milestone Date;</p> <p>Milestone Achievement Certificate means a certificate granted by the Buyer when the Supplier has Achieved a Milestone or a test.</p> <p>Milestone Date means the target date set out against the relevant Milestone in the relevant Work Package by which the Milestone must be Achieved.</p> <p>Rectification Plan means the plan produced to rectify a material default or issue in connection with delivery of the Services.</p> <p>Source Code means the source code of the software to which it relates, in the language in which the software was written, together with all related flowcharts and technical documents, all of a level sufficient to enable the Buyer's development personnel to understand, develop and maintain that software.</p> <p>Ways of Working means the ways of working document which shall be agreed and developed as part of the first Work Package executed by the Parties.</p> <p>Work Package means any agreement executed by the Parties under the terms of the Call Off Contract, under which the Supplier shall supply Services to the Buyer. Each Work Package shall include, without limitation, details of all relevant Milestones, Milestone Dates, acceptance criteria, test plans, user acceptance testing, a project plan.</p> <p>2. The Parties agree that the following provisions shall apply to this Call Off Contract:</p>

a) the Parties acknowledge and agree that the Services shall be delivered by the Supplier in a series of Work Packages.

(b) Once the Ways of Working have been agreed and approved between the Buyer and the Supplier, this shall apply for the duration of the Term, unless otherwise amended in writing with mutual agreement of the Buyer and the Supplier.

(c) Each Party shall comply with their respective obligations set out in this Call- Off contract and as described in each Work Package in respect of delivery of the Services.

(d) A Work Package shall not be valid unless signed by an authorised representative of the Buyer and an authorised representative acting on behalf of the Supplier.

(e) Once a Work Package has been executed by the Parties:

- each party shall comply with their respective obligations under the Work Package; and
- the Supplier shall perform the Services and supply the Deliverables in accordance with the Work Package.

3. If delay payments have been included in a Work Package and a Milestone has not been Achieved by the relevant Milestone Date, the Supplier shall pay to the Buyer such delay payments (which will be calculated as set out by the Buyer in the Work Package) and the following provisions shall apply:

(a) the Supplier acknowledges and agrees that any delay payment is a price adjustment and not an estimate of the loss that may be suffered by the Buyer as a result of the Supplier's failure to Achieve the corresponding Milestone;

(b) delay payments shall be the Buyer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where the Buyer is otherwise entitled to in this Call Off Contract; and

(c) the delay payments will accrue on a daily basis from one Working Day after the relevant Milestone Date until the date when the Milestone is Achieved.

4. In the event the Supplier fails to meet the service level, the Supplier shall pay any service credits as detailed in the relevant Work Package.

5. Without prejudice to any other right or remedy of the Buyer howsoever arising, if the Supplier commits any default of this Call Off Contract and the default is a material default that is capable of remedy (and for these purposes a material default may be a single material default or a number of defaults or repeated defaults which taken together constitute a material default) the Buyer may instruct the Supplier to provide a Rectification Plan;

	<p>6. Where the Buyer has instructed the Supplier to produce a Rectification Plan, the Supplier shall within ten (10) Working Days (or such other period as may be agreed between the Parties) from the date of Buyer's instructions submit a draft Rectification Plan to the Buyer for it to review.</p> <p>7. The draft Rectification Plan shall set out:</p> <ul style="list-style-type: none"> a. full details of the default that has occurred; b. the actual or anticipated effect of the default; and c. the steps which the Supplier proposes to take to rectify the default (if rectifiable) and to prevent such default from recurring, including timescales for such steps and for the rectification of the default (where applicable). <p>8. The Supplier shall then immediately start work on the actions set out in the Rectification Plan.</p> <p>9. In addition any other rights available to the Buyer under this Call Off Contract, if the Supplier fails to deliver the Services in accordance with this Call Off Contract, the Buyer shall be entitled to any remedies as set out in the relevant Work Package which may include without limitation re-testing, further remediation planning, termination rights for the Buyer, service credits and delay payments.</p> <p>10. The Supplier shall be responsible for identifying and notifying the Buyer of any change requirements to the Services. Any such changes shall only be made as a Variation, unless a different process is agreed in accordance with the change procedure.</p> <p>11. The Parties acknowledge and agree that:</p> <ul style="list-style-type: none"> a) the respective roles and responsibilities, level of dedication to deliver the Services and (where appropriate) criteria concerning requisite skills, experience and qualifications of the Supplier's project team are specified in each Work Package; and b) timely and successful completion of the Services and each Work Package depends on continuity of personnel in the roles of the Project Team members. <p>12. The Supplier shall not remove or replace any member of the Project Team without notifying the Buyer in writing.</p> <p>13. Each party shall, and shall use all reasonable endeavours to procure that any necessary third party shall, promptly execute and deliver such documents and perform such acts as may reasonably be required for the purpose of giving full effect to this Call Off Contract.</p>
Alternative clauses	Not Applicable

<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>1. The parties agree that the definition of Deliverable shall be deleted and replaced with the following:</p> <p><i>Deliverable(s)</i> means any feature or item in the supply of Services which is to be delivered by the Supplier at or before a Milestone Date, which includes object code and Source Code versions. The parties agree that key Deliverables shall be identified in each Work Package.</p> <p>2. The parties agree that the following definitions shall apply to this Call Off Contract:</p> <p><i>Implementation Code</i> means the software developed and updated from time to time to time by the Supplier specifically for purpose of Achieving the Deliverables unique to the Buyer and to enable the Buyer to deploy and manage the Deliverables in life.</p> <p>3. The parties agree that Clause 11.2 of the Call Off terms and conditions shall be deleted and replaced with:</p> <p><i>“The Supplier hereby grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any third-party IPRs, Background IPRs embedded within the Project Specific IPRs and Deliverables.”</i></p> <p>4. A new clause 11.9 shall be added to the Call Off terms and conditions, as follows:</p> <p><i>“The Supplier hereby irrevocably, unconditionally and absolutely assigns to the Buyer with full title guarantee all rights, interest and title in and to Intellectual Property Rights (including future copyright and design right) subsisting in or relating to the Deliverables and Project Specific IPR (other than in respect of any third-party IPRs and Supplier Background IPRs).”</i></p> <p>5. A new clause 11.10 shall be added to the Call Off terms and conditions, as follows:</p> <p><i>“The Supplier shall also develop Implementation Code during the Term. The Buyer shall retain all right, title and interest in and to Intellectual Property Rights in Implementation Code together with all improvements, modifications, and/or enhancements created by Supplier while the Supplier is performing work in the course of and specific to this Call Off Contract (other than in respect of any third-party IPRs and Supplier Background IPRs).”</i></p> <p>6. A new clause 11.11 shall be added to the Call Off terms and conditions, as follows:</p> <p><i>“The Buyer hereby grants to the Supplier a royalty-free, irrevocable, non-exclusive, right to copy, install, maintain, use, enhance and modify the Implementation Code to the extent necessary and/or desirable for the Supplier to be able to provide the Services and the Deliverables during the Term.”</i></p>
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	<p>7. A new clause 11.12 shall be added to the Call Off terms and conditions, as follows:</p> <p><i>“The Supplier shall procure that its Personnel, subcontractors and its subcontractors' personnel shall unconditionally and irrevocably waive all of their moral rights described in Chapter 4 of Part 1 of the Copyright Designs and Patents Act 1988 (or any similar or equivalent legislation anywhere in the world) in respect of the Deliverables. The Supplier shall provide copies of any waivers to the Buyer, on request.”</i></p>
Public Services Network (PSN)	NOT APPLICABLE
Personal Data and Data Subjects	Annex 1 of Schedule 7 applies. Further detail relating to Personal Data and Data Subjects will be provided as necessary in each Work Package as scope is defined.

1. Formation of contract

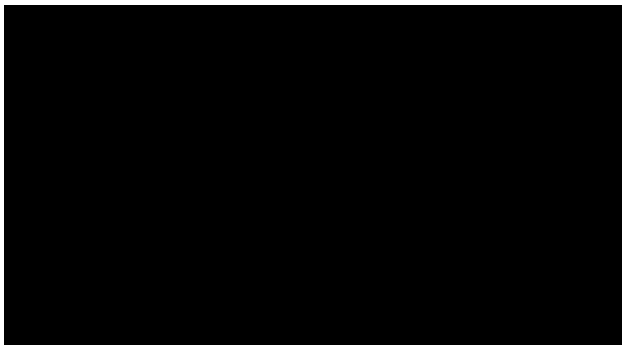
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This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

2. Background to the agreement

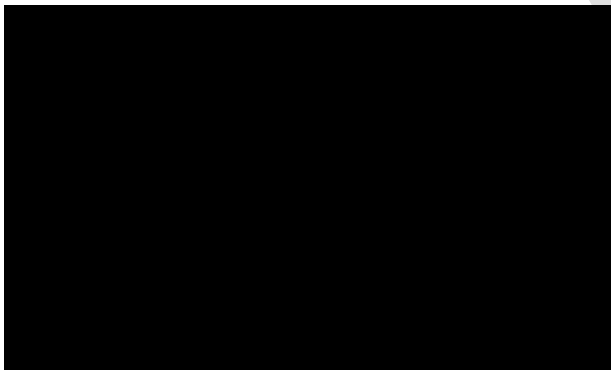
- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

For and on behalf of the Supplier:

Authorised Signatory 1:

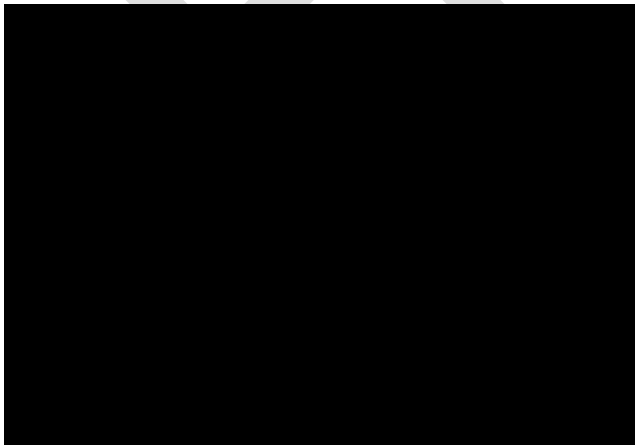


Authorised Signatory 2:



For and on behalf of the Buyer:

Authorised Signatory:



Schedule 1: Services

1. Introduction

This Statement of Requirements has been prepared for you as a potential supplier under the Government's G Cloud 12 Framework (CCS Ref: RM1557.12), by the Care Quality Commission ("CQC") and sets out useful background information in relation to CQC's Finance System Design & Implementation requirement.

In addition to this Statement of Requirements, the following supplementary information is also included:

- **Appendix 1 – Overview of CQC's Requirement for Finance System Implementation Partner**
- **Appendix 2 – Summary of CQC's Finance System Functionality Requirements**
- **Appendix 3 – Clarification Question & Answer Log**

2. Requirement Overview

CQC is transforming so we can keep pace with the changing health and care landscape and deliver our purpose effectively. In May 2021 CQC implemented an ambitious new strategy which prioritizes smarter regulation, by building on current successes and values to keep delivering our purpose, making sure people receive high quality care by becoming more relevant and responsive. Alongside this new strategy, CQC also has a clear plan for how we will deliver it.

A key component of the new strategy and plan is an identified need to modernise the technology we use, with particular regard to the systems & operating models which support delivery of CQC's core objectives. One key priority area is finance, where CQC's current ways of working and the experience of our people, suppliers and providers are built around systems which are outmoded and require more transactional effort than is necessary, whilst also not adding true value.

This was identified as part of a previous external review in 2020, which focused on CQC's existing finance operating model, and highlighted both an unclear data strategy and system use as a headline issue. Specifically, the review identified that the use of excel and manual workarounds over the finance systems, a lack of clarity around data, multiple sources of truth and a reliance on manual reporting has led to inefficiencies within the finance function, resulting in large proportions of time working on transactional activity which does not add value to the business

CQC is therefore seeking to implement an in-house Finance System solution to address the issues highlighted above, and wishes to undertake a clarification exercise via G-Cloud

12 (RM1557.12) to fully understand the available external capabilities which could support the design & implementation of this solution.

Please refer to **Appendix 1** which provides an overview of the background & context to the requirements, a general overview of CQC and additional detail on the proposed programme.

Anticipated Outcomes

By implementing an in-house Finance System solution, this would enable CQC's Finance function and the broader organisation to move to a position where:

- Our systems and processes **support the purpose of the organisation** now and in the future, are based on core capabilities that can flex and adapt to accommodate the changing needs of the business.
- Services are **customer centric** for both internal and external customers, intuitive to use, with minimal hand-offs between services and a consistent look and feel to interactions
- Processes are **digital by default**, with workflows aided by AI and system design to automate activity where possible, facilitating manager self-service for business-as-usual transactions and interactions
- Finance is a centre of **professional expertise** providing strategic and specialist advice and direction.

Service Requirements and Scope

CQC has selected Microsoft Dynamics 365 Finance as the software application upon which it requires the Finance platform to be built upon. The selected software application provides a best fit for CQC's strategic roadmap and application eco-system, by strengthening the foundation upon which CQC's services and functions operate from and by also improving and integrating CQC's use of data and intelligence.

In terms of functional requirements, the areas/components listed below are in scope for the new Finance System solution:

Component	In Scope
001	General Ledger (Management Accounts, Statutory reports & Financial Accounts)
002	Cash & Bank
003	Fixed Asset
004	Budgeting
005	Accounts Receivable
006	Accounts Payable
007	Debt Management
008	Purchase to Pay
009	Costing & Planning
010	Expense Management
011	Updating Employee Details via integration to NHS Electronic Staff Record (ESR)
012	Integration with Dynamics 365 CE for Customer Information and Fees.
013	Integration with CQC Provider Portal
014	Project Accounting
015	Integration with Power Framework (PMO solution)

The following areas/components listed below are **not** in scope for the new Finance System solution:

Component	Out of Scope
01	Payroll & HR
02	E-Procurement/E-Tendering (NOTE: CQC's existing systems for e-tendering and contract management are not in scope, however as highlighted above purchase to pay ordering is in scope).

Below is a summary of key information which relates to CQC's current activity volumes:

Number of anticipated CQC system users	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <p>Please note that these numbers will be subject to further assessment/refinement by CQC & the implementation partner once appointed / onboarded.</p>
Customer volumes (Accounts Receivable)	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>

Number of invoices are processed per month (Accounts Receivable)	[REDACTED]
Supplier volumes (Accounts Payable)	[REDACTED]
Number of supplier records	[REDACTED]
Sales Orders & Order Lines generated	[REDACTED]
Volume of sales orders generated directly in D365	[REDACTED]

In addition to the information above, below is a summary of key supplementary information:

Organisational roll-up structure for budgeting	CQC's current system enables up to 6 levels of hierarchy for cost centres
Expectations for the Provider (customer) Portal	CQC expects this will be a CE Solution.
Payment of Expenses	[REDACTED]
Finance rulesets	CQC comply with IFRS as adapted for the public sector by HM Treasury and DHSC.
Proposed company structure for Dynamics 365	CQC anticipates this to be a single entity, but this will be subject to confirmation with the appointed Implementation Partner
Number of bank providers to be integrated	CQC has one bank account
Tax / IR35 – outline of current process	CQC's current process is that invoices for charges relating to contractors in scope of IR35 are passed to payroll who process the relevant tax and NI deductions. This calculation is passed back to Accounts Payable who process the invoice and pay total less tax/NI calculated by payroll.

	Accounts Payable are then required to request a dummy credit note to close the Accounts Payable invoice balance. This then ensures that all returns to HMRC include details of the deductions as part of our RTI return and avoids need for separate return.
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Please also refer to **Appendix 2** for a summary of the Key Finance System Functionality Requirements as identified by CQC.

Implementation Partner Capabilities

In terms of anticipated capabilities, CQC are looking for a Microsoft Gold Partner who can implement and provide product support services and will be able to support the translation of a high-level vision into the design. The Microsoft partner will fully support CQC with the implementation of a Dynamics 365 Finance application which will support and enhance CQC's Finance Operating Model. Alongside this, CQC will be seeking a seamless transition between its existing legacy Finance system (which is currently provided as a managed service by an external supplier) and the new Finance system solution, and so are also seeking to understand particular capabilities & experience in implementing Microsoft Dynamics 365 Finance-based systems.

It is expected that the Implementation Partner will utilise resources who are experienced in the use of Microsoft Dynamics 365 to support the proposed implementation, as well as having had previous experience of successful Microsoft Dynamics 365-based implementations with other Public Sector organisations.

The Implementation Partner capabilities being sought primarily include the provision of professional services (in terms of both an appropriate level of resource and expertise/skill sets) to deliver the Finance System requirements identified by CQC.

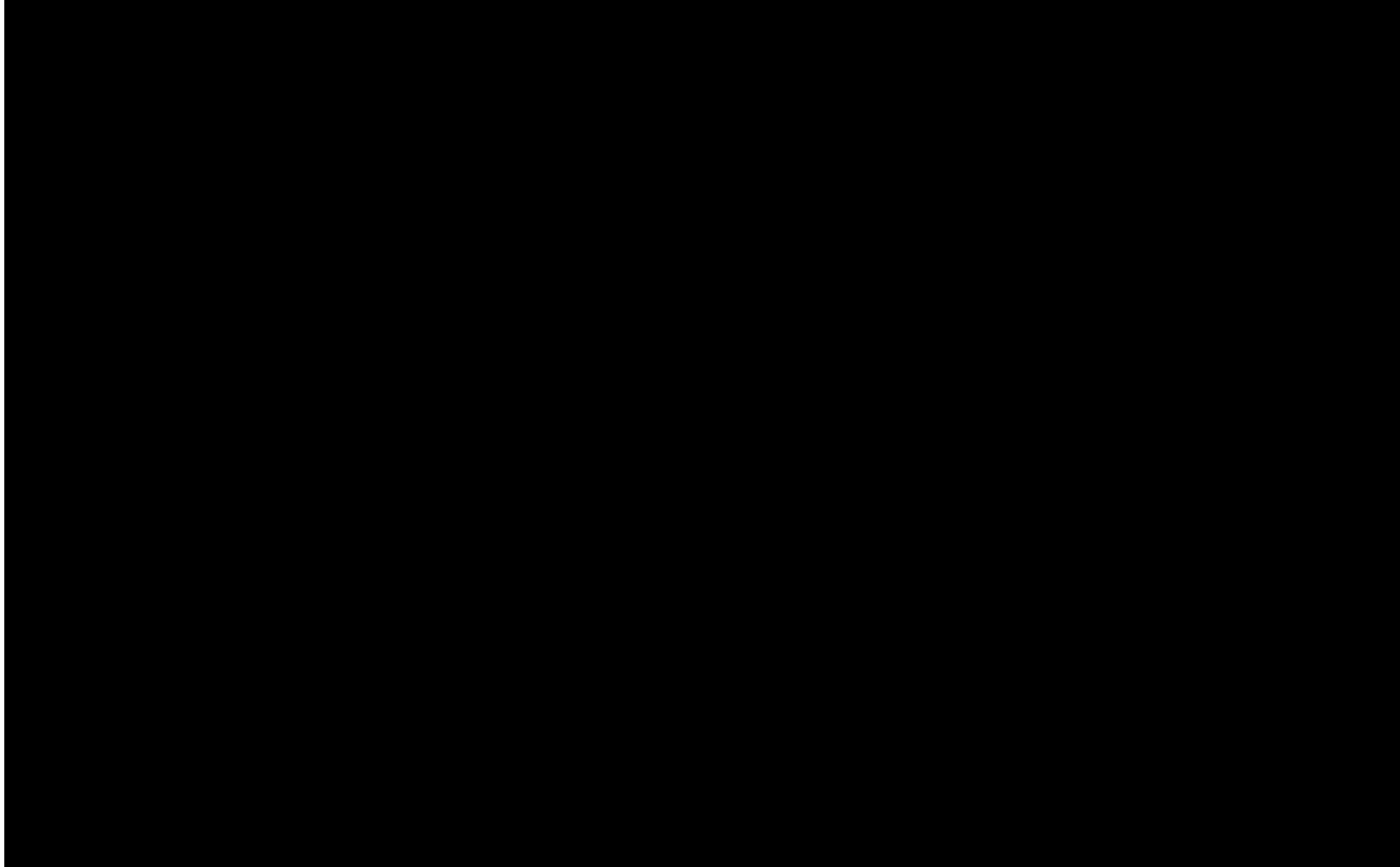
3. Preferred Methodology & Delivery Timeframe

CQC envisages that a Waterfall implementation approach may be appropriate for this Project, as delivery of the solution is being sought within a fixed timeline to deliver. A Waterfall approach will help the project team track progression against project milestones and timescales with a reasonable degree of certainty. In addition, the functional requirements have been fully captured and signed off, allowing for a pre-defined project scope and clear deliverables.

CQC anticipate the end-to-end delivery timeframe to be no longer than 12 months and are targeting a system go-live date of **no later than 31st December 2022** (please note however CQC acknowledges that this timeframe and target go-live date will be subject to Implementation Partner estimates).

We assume that best practice will be followed on completion of each phase, with business sign-off required from senior management prior to the commencement of the next implementation phase, through to post go-live support.

The timetable below depicts an anticipated Key Milestone Plan for the design & implementation of a Microsoft Dynamics 365-based Finance System, which CQC envisages will be followed as standard best practice (please note however that this plan will be subject to further development & agreement between CQC & the appointed Implementation Partner):



4. Security requirements

Please find below the Implementation Partner security requirements:

Security Checks - Validation of security checks are required to be completed for all of the Implementation Partner's programme employees.

Accreditation - The appointed Implementation Partner must be an ISO27001 and Cyber Essentials accredited organisation and shall also be demonstrably capable of holding data up to and including OFFICIAL SENSITIVE.

Data Centre – All data must be processed and stored within a data centre based within the United Kingdom.

Data Transfer - All CQC data transferred outside of the organisation shall be transferred using secure file transfer (SFTP or similar).

5. Contract Management

In the event that CQC decides to appoint a supplier as an Implementation Partner, CQC will:

- Appoint a Contract Manager to oversee the performance and liaise with / report to the appointed supplier contract manager on all matters relating to the contract;
- Appoint a Project Lead to work and liaise with / report to the project manager on all day-to-day activities relating to the contract;
- Provide clear briefs to the appointed supplier on requests in a timely manner;
- Pay accurate and valid invoices in a timely manner; and
- To hold performance reviews and contract management meetings on regular basis as agreed with the appointed Supplier

In parallel to the above, the appointed supplier will be required to:

- Appoint a Contract Manager (or equivalent) to oversee the performance and liaise with / report to CQC's Contract Manager;
- Appoint a dedicated Project Manager, to act as key point of contact, to work and liaise with / report to CQC's Project Lead on all day-to-day activities relating to the contract;
- Attend any project meetings and problem-solving sessions regularly as agreed and required by CQC's contract manager / project lead;

- Provide regular updates / progress reports of delivery (the format and frequency of reporting will be agreed at the outset of the contract between the appointed supplier and CQC, but it should cover overall progress against all project deliverables, risks to plan and mitigating actions, issues and escalations and project budget tracking); and
- Provide monthly in arrears accurate and timely invoicing upon satisfactory delivery of required output.

If appointed as an Implementation Partner, the supplier also will be required to:

- Meet all the project requirements of CQC as detailed in the clarification response;
- Perform quality assurance on all aspects of the programme to meet agreed service levels.;
- Ensure that there is sufficient personnel and other resources to deliver the work packages on time to the quality standards required and to budget; and
- Identify opportunities for continuous improvement to the quality and efficiency of the delivery of the service.

In respect of Key Performance Indicators (KPIs), a clear set of KPIs will be developed along with a detailed outline of required works, with agreed deadlines and quality standards to enable clear and robust management of the awarded contract.

The Implementation Partner will also be expected to attend a post contract review to consider whether the objectives of the contract were met; to review the benefits achieved; and to identify any lessons learnt for future developments of the project and training sessions for users for knowledge transfer.

6. Award of Contract & Duration

In the event that CQC seeks to appoint a supplier as an Implementation Partner and award a contract, the initial contract term is anticipated to be a period of **18 months**.

It is envisaged that work packages (in the form of Statements of Works (SOWs) or similar) will be issued against this Contract to call off requirements, which will include outputs and deliverables for each instance.

A Change Control Notice will be created if any changes to outputs and deliverables are required.

In addition, the contract is anticipated to include an option for extension by a further **1 x 6-month** period, giving an anticipated maximum term of **24 months** (18 months initial term + 6 months optional extension term).

Please note that the appointed Supplier must provide a robust exit plan prior to the CQC placing any order (or SOW or similar, if applicable) under this contract. The exit plan is required to contain details for offboarding including plans for the transfer of knowledge, skills and any appropriate material from this activity back to CQC or a new Supplier during and at the end of the contract. The exit plan should also cover the arrangements for the transfer and/or deletion of data as appropriate.

7. Knowledge Transfer

The appointed Supplier is required to upskill and undertake a knowledge transfer period of a minimum of one month before rolling off the contract.

Any changes to the appointed Supplier's core service delivery team must be agreed with the CQC in advance of such changes taking place, and a full knowledge transfer must be completed where required.

8. Location

The services will be delivered to CQC staff primarily based in the CQC London, Leeds and Newcastle offices, please find below relevant location address detail:

London office – Stratford East London within the International Quarter S9 Building.

Leeds office – 1st floor St Paul's House, Park Square South, Leeds, LS1 2ND.

Newcastle office – Citygate, Gallowgate, Newcastle Upon Tyne, NE1 4PA.

Please note that due to ongoing COVID-related measures, and based on current guidance, CQC envisages that the programme is highly likely to commence in a fully remote manner. However, given the timescales for the programme it is possible that some degree of onsite activity may be required. As such, the appointed supplier will be expected to identify what activity is beneficial to do "onsite".

Please also note that travel and expenses cannot be claimed for any activity undertaken at the primary locations detailed above or for remote working. Where there is a demand for activity at other locations that are not specified, travel and expenses will be claimed separately and in line with CQC policy.

Appendix 1 – Overview of CQC’s Requirement for Finance System Implementation Partner

CQC Overview



About the Care Quality Commission

The Care Quality Commission (CQC) is the independent regulator of health and social care in England

Our purpose: We make sure health and social care services provide people with safe, effective, compassionate, high-quality care and we encourage care to improve.

Our Values

- **Excellence:** Meeting our challenge to be a high-performing organisation
- **Caring:** Treating everyone with dignity and respect
- **Integrity:** Demonstrating our passion for 'doing the right thing'
- **Teamwork:** Enabling us to be the best we can be

Register	Monitor, inspect and rate	Enforce	Independent voice
We register health and adult social care providers.	We monitor and inspect services to see whether they are safe, effective, caring, responsive and well-led, and we publish what we find, including quality ratings.	We use our legal powers to take action where we identify poor care.	We speak independently, publishing regional and national views of the major quality issues in health and social care, and encouraging improvement by highlighting good practice.



CQC Overview (cont'd)



Our Strategy 2021

In this new world, we must also transform. We need to make changes to the way we regulate so that it's more relevant and has positive outcomes for everyone, as people's expectations of care have changed. We need to be more flexible to manage risk and uncertainty. We've learned a lot from our response to the pandemic, and we're using this to put us in a better place for the future and support services to keep people safe.

Our strategy is built on four themes that together determine the changes we want to make:

People and communities

Smarter regulation

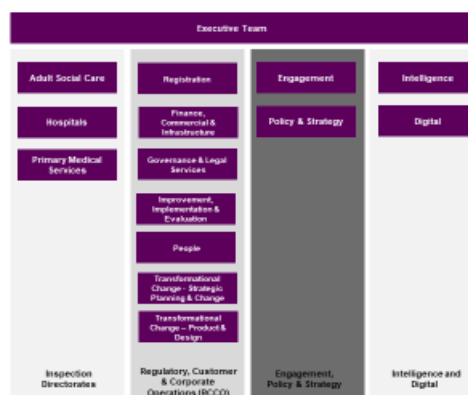
Safety through learning

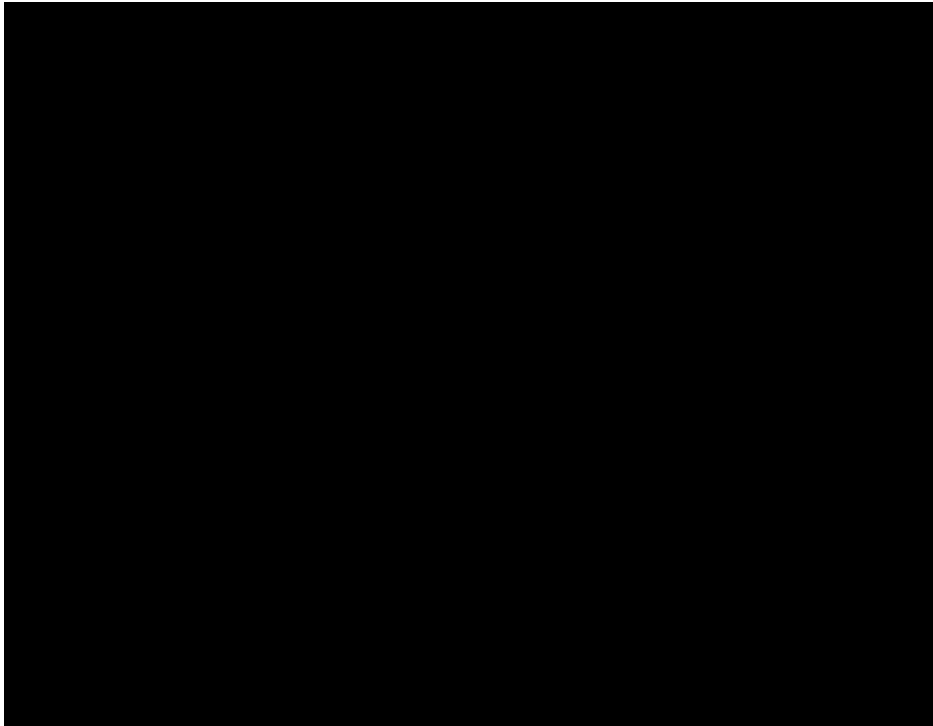
Accelerating improvement

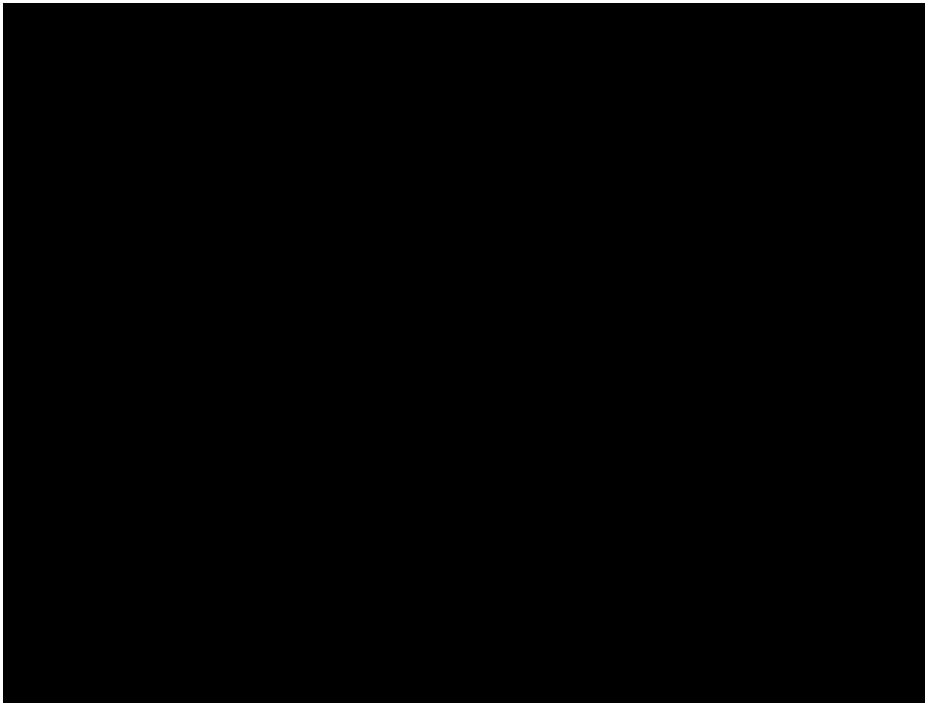
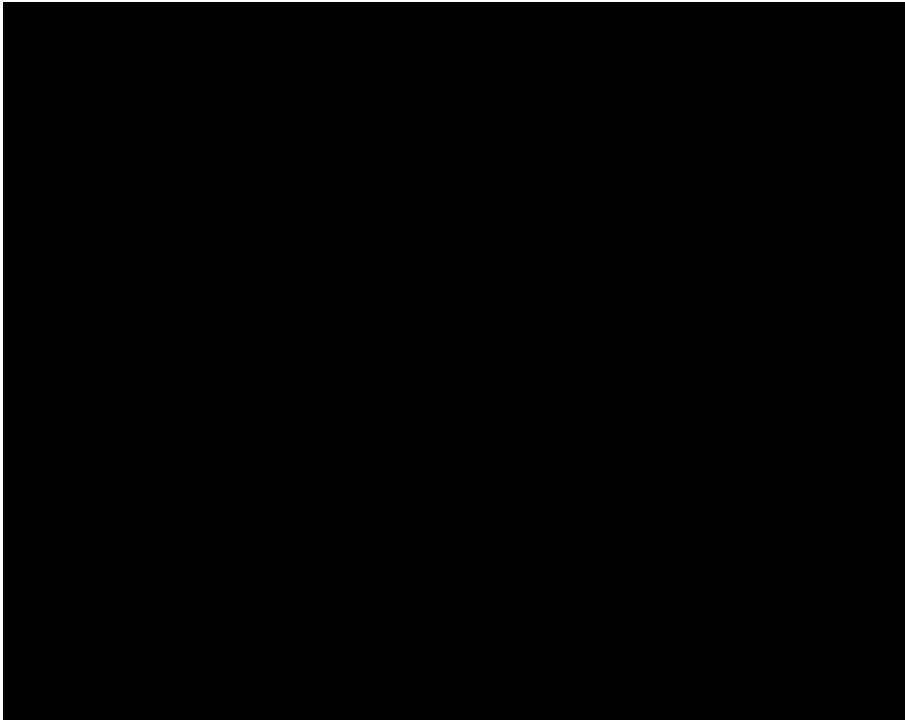
Running through each theme is our ambition to improve people's care by looking at how well health and care systems are working and how they're acting to reduce inequalities.

More information can be found at [Our Strategy 2021](#)

Our Structure







High-level Outline - Required Finance Application System Capabilities



- ☐ Cross-functional business processes and workflows.
- ☐ Fees calculation Integration process
- ☐ Core Finance functionalities should fulfil the following sub-ledger process:
 - General Ledger(Management Accounts)
 - Cash and Bank
 - Fixed asset
 - Accounts Payable
 - Accounts Receivable
 - Project costing
 - Activity based costing
 - Procurement (Service items)
 - Expense management
- ☐ Document storage, management and incoming and outgoing document handling process
- ☐ System notification process
- ☐ Workflow authorisation process
- ☐ Integrate into other applications process
- ☐ Electronic reports and output document process

Please note – this list is not exhaustive and additional capabilities may also be required

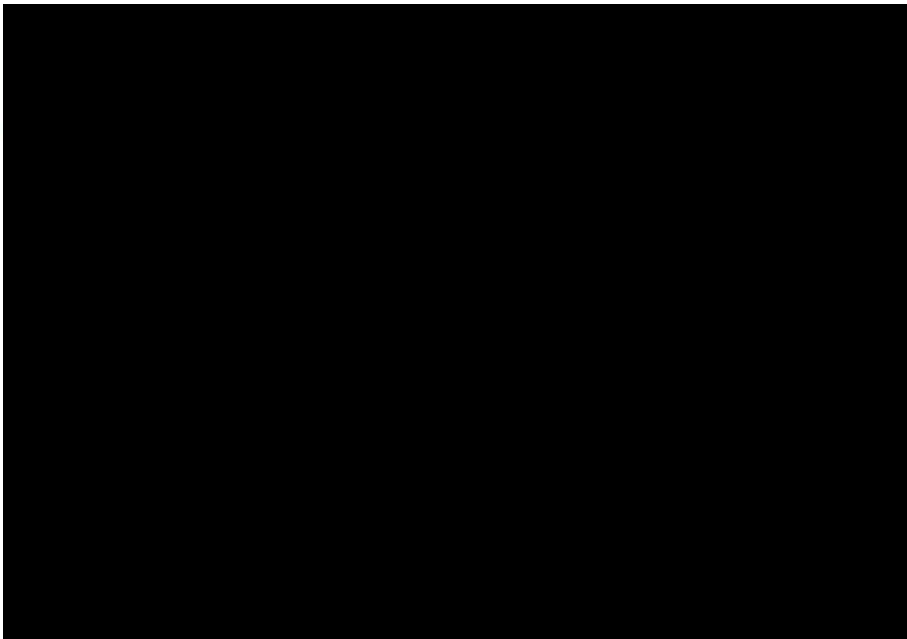
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High-level Outline - Additional Feature Requirements



- **Budgeting and forecasting**– Ability to plan, forecast, track and control budgets within the system.
- **Expense Management:** Maintain employee expense and manage reimbursements
- **Timesheet Capture:** Capture employee/contractor time cost against respective projects
- **Supplier invoice scanning:** Ability to scan through invoices and register within finance system automatically.
- **Banking and Reconciliation:** Ability to pay, receive and reconcile payments. Ability to perform International payments, BACS. Integrate into Direct debit system.

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12

CQC reference: CQC RCCO 006

Clarification of Understanding Exercise for the provision of:

Finance System Design & Implementation Partner

Appendix 2 – Summary of CQC Finance System Functionality Requirements

Accounts Receivable – Functionality Requirements

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Auto-reconciliation payments/invoices	High (Must-have)	Payments are allocated by the system to invoices
Medium (Should-have)	Credit loss	Medium (Should-have)	Weighted probability based on historical debtor data
High (Must-have)	Credit notes	High (Must-have)	The ability to cancel an invoice
High (Must-have)	Debt categorisation	High (Must-have)	Categorising debt for reporting purposes
High (Must-have)	Direct debit functionality	High (Must-have)	To provide the functionality to allow providers to pay by direct debit
High (Must-have)	Direct debit functionality	High (Must-have)	We need to capture the direct debit payment dates for each invoice (where applicable)
High (Must-have)	Direct debit refunds	High (Must-have)	For various reasons, providers set up for Direct Debit may have overpaid, and we need to be able to refund that back direct to source
High (Must-have)	Formal communication	High (Must-have)	General automated communication
High (Must-have)	Forecasting cashflow/linked to aged debt	High (Must-have)	System calculations on Providers and Sectors Global assumptions to apply to Sectors
High (Must-have)	Interface with bank	High (Must-have)	To have a live API with the bank
High (Must-have)	Interface with fees calculator	High (Must-have)	To have a two-way integration between the finance system and the fees calculator
High (Must-have)	Interface with provider portal	High (Must-have)	Provider portal in development is a self-serve mechanism where providers will input and extract info (such as statements)
High (Must-have)	Interface with Regulatory Platform (CRM)	High (Must-have)	Two-way interface between systems to ensure accurate data across all platforms
High (Must-have)	Invoicing - production and issuing (large capacity)	High (Must-have)	To issue fee invoices to providers on a regular basis in either an electronic format or paper copy

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Letters	High (Must-have)	Automated communication to providers with outstanding debt
High (Must-have)	Connection to PowerBI	High (Must-have)	CQC reporting tool, and a connection to the system so information does not need to be downloaded
High (Must-have)	Payment Methods	High (Must-have)	To be able to offer the option of paying an invoice by different methods
High (Must-have)	Payment plans	High (Must-have)	Payment plans are like debit debits, but payments are relying on the provider to make each payment. We need to capture the agreed payment dates to monitor
High (Must-have)	Query/dispute management	High (Must-have)	Have the ability to view all activities against each invoice to resolve queries
High (Must-have)	Query/dispute management	High (Must-have)	To be able to view correspondence at a provider and invoice level and store free text
High (Must-have)	Raise manual invoices	High (Must-have)	To issue non-fee invoices
High (Must-have)	Receipting	High (Must-have)	To receive the payments of invoices and allocate them correctly in the system
High (Must-have)	Reporting	High (Must-have)	Be able to manage the financial risk of providers to the organisation
Medium (Should-have)	Risk underwriting/credit limit	Medium (Should-have)	Be able to manage the financial risk of providers to the organisation (using system data)
High (Must-have)	Unique Account for providers	High (Must-have)	Each provider has its own account which shows the invoices

Accounts Payable Functionality Requirements

Function Priority	Function	Description/ Feature Priority	Description/Feature
Low (Could-have)	Ability to manage petty cash	Low (Could-have)	Log Petty Cash costs
High (Must-have)	Auto-reconciliation payments/invoices	High (Must-have)	System auto-matches payments. System provides current position on invoices, paid/unpaid. View breakdown of invoices/credit notes included within payments
High (Must-have)	Contra payments	High (Must-have)	To match invoices to credit invoices, manually or automated
Low (Could-have)	Credit card holders interface/auto coding	Low (Could-have)	Automated coding applied to Credit Card spend, interface to the AP ledger
Medium (Should-have)	Customer portal (trade shift)	Medium (Should-have)	Supplier access to a portal to view status and/or upload their own invoices electronically which interfaces to the AP system. AP team to review/validate each invoice upload.
Medium (Should-have)	Data capture	Medium (Should-have)	Data capturing payable invoices being uploaded onto the system so fields are auto populated into the AP system to save manual entries
Medium (Should-have)	Data capture	Medium (Should-have)	System flexibility to be able to reconfigure data capture on AP invoices when the supplier changes the invoice format
High (Must-have)	Direct debit refunds	High (Must-have)	For various reasons, providers set up for Direct Debit may have overpaid, and we need to be able to refund that back direct to source
High (Must-have)	E-invoicing/scanning	High (Must-have)	System capability to be able to view the image of all invoices scanned onto the system
High (Must-have)	Exception report	High (Must-have)	System facility to pick-up on any unpaid invoices on hold due to a system technicality
High (Must-have)	Immediate payments (manual payments (faster payments))	High (Must-have)	To have the system capability to be able to make Faster Payment to a supplier (stepping outside the usual process) or individual in reference to a salary correction etc
High (Must-have)	Integration of AP/AR ledgers	High (Must-have)	Interface required between AR and AP so AP can refund overpayments made by providers (customers)

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Interface with bank	High (Must-have)	A daily automated cash position, internal controls to ensure funds available prior to submitting any payment runs
High (Must-have)	Interface with HR system	High (Must-have)	The expenses system would interface with our Peoples/HR database to save manual adjustments
High (Must-have)	Interface with Payroll supplier	High (Must-have)	An interface from the expenses system to our payroll providers system so once all approved claims are reviewed/secondary approved by Finance they can be forwarded to Payroll for process without downloading
High (Must-have)	Interface with the timesheet system	Low (Could-have)	We'd need a unique coding structure to link expenses and timesheet activity to generate unit costs of activities, and the ability to apply non-pay costs to our operating model workstreams
High (Must-have)	Interface with the timesheet system	High (Must-have)	Some types of workers are paid a fee and we need the expenses system to make payment based on authorised timesheet submissions
High (Must-have)	Invoice/PO matching workflow	High (Must-have)	System data image capturing any Purchase Order's quoted on AP invoices and assigning to the PO, system refreshing PO position.
High (Must-have)	IR35	High (Must-have)	Integrated formulated tax calculations on deemed IR35 invoices.
High (Must-have)	Making payments - expenses	High (Must-have)	All approved expenses and applicable fees need to be reimbursed to the claimants, so the banking requirements need to be set-up and interface
High (Must-have)	Making payments - expenses	High (Must-have)	The administrators of the expenses system would require rules to be built into the system in line with policy. So i.e. certain limits can be applied on certain types of expenses.
High (Must-have)	Making payments - expenses	High (Must-have)	The expenses system would interface with our Peoples/HR database to pick up where they are coded to
High (Must-have)	Making payments - expenses	High (Must-have)	The expenses system would require the function to be able to upload supporting claim receipts and view them.
High (Must-have)	Making payments - expenses	High (Must-have)	This would need to be a web-based expense system solution so we can access the system remotely

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Making payments - expenses	High (Must-have)	We may have scenarios such as people used in engagement sessions are not employed by CQC but have incurred reimbursable expenses due to supporting CQC activity
High (Must-have)	Making payments - invoice	High (Must-have)	The system ability to be able to pay our suppliers via BACS, RFT (Internal transfers to others AOB's etc, same Sort Code) Cheques & Foreign payment runs (using IBAN/Swift Code's etc)
High (Must-have)	Non-PO accrual outstanding invoices	High (Must-have)	Automated accrual on any unpaid Non-PO invoices at month-end
High (Must-have)	Non-PO creation/matching workflow	High (Must-have)	Process invoices down a Non-Purchase Order route, instead of a PO we have the option of seeking direct internal authorisation to process for payment. Automation of account codes link to supplier.
High (Must-have)	Connection to PowerBI	High (Must-have)	CQC reporting tool, and a connection to the system so information does not need to be downloaded
High (Must-have)	Payment to third parties without invoice - auto generate reference	High (Must-have)	Make one-off BACS payment to non-suppliers
High (Must-have)	PO creation workflow	High (Must-have)	System capability so that Requisitions/Purchase Orders can be raised and approved in line with the scheme of delegation. System notification integration, notifying the business of any actions/review required. Interface with a Commercial system
High (Must-have)	Pre-payment	High (Must-have)	To have the system capability to be able to make Faster Payment to a supplier (stepping outside the usual process) or individual in reference to a salary/expenses correction etc
High (Must-have)	Query management	High (Must-have)	Need to capture queries within the system, so view historical notes/comments and position of invoice(s)
High (Must-have)	Remittance advice	High (Must-have)	Automated remittance advices sent to suppliers electronically once payment run(s) generated
High (Must-have)	Reporting	High (Must-have)	Data capturing both new invoices and cleared invoices, capturing time taken to process invoices from scanning to payment
High (Must-have)	Reporting	High (Must-have)	Data capturing workflow progress on AP invoices, to identify immediate holds up, performance issues

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Rules for payment terms	High (Must-have)	Over-ride option on payment terms so we can pay supplies within a couple of days (not including payment processing days) of their invoices being scanned onto the system
Medium (Should-have)	Schedule payments	Medium (Should-have)	Schedule certain regular payments into the system
Low (Could-have)	Supplier Discounts	Low (Could-have)	The option of a system supplier discount function
High (Must-have)	Supplier Setup	High (Must-have)	Would require ability to setup approved/amend suppliers so Purchase Orders/Invoices/Manual Payments can be applied, to interface with the Commercial system

Management Accounting Functionality Requirements

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Auto reconciliation	High (Must-have)	where data is fed into the system from different sources, there is no discrepancy between the data
High (Must-have)	ESR(HR)/reg platform Interface	High (Must-have)	The ability to access performance data to gain further insight
High (Must-have)	Forecasting	High (Must-have)	Capital and revenue expenditure forecast based on operational data
High (Must-have)	In year budget movements	High (Must-have)	We need to see where we have loaded new budgets or transferred between areas
High (Must-have)	Investment appraisal (capital and revenue)	High (Must-have)	Project viability
High (Must-have)	Medium/Long term planning	High (Must-have)	financial planning based on operational data/change projects/global assumptions over 5 years
High (Must-have)	Connection to PowerBI	High (Must-have)	CQC reporting tool, and a connection to the system so information does not need to be downloaded
High (Must-have)	Payroll Interface	High (Must-have)	A direct feed from the payroll system
Medium (Should-have)	Performance data Interface	Medium (Should-have)	The ability to access performance data to gain further insight between performance and finance data
High (Must-have)	Platform to work collaboratively with budget holders for budget setting/forecasting	High (Must-have)	An auditable platform with approval mechanism to work with project teams to agree budgets/forecasts to update in the system
Medium (Should-have)	PMO interface to auto-recharges for allocation of project staff	Medium (Should-have)	Standard project reporting and cost allocation
High (Must-have)	PO drilldown interface with procurement module/system	High (Must-have)	accessing the procurement/PO details direct from accounting transactions

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Project/ Programme reporting	High (Must-have)	Viewing and reporting information that is not in line with the standard BAU reporting
High (Must-have)	Real-time Reporting	High (Must-have)	Reporting that doesn't require excel/csv downloads
High (Must-have)	Scenario Analysis	High (Must-have)	Forecast expenditure impact applying global assumptions
High (Must-have)	Standardised Journal Templates	High (Must-have)	Function to input into the Accounting system
High (Must-have)	Top-down/Bottom up budgeting	High (Must-have)	Building up budgets from individual staff and non-staff expenditure types to setting them at a directorate level
Medium (Should-have)	Trend Analysis	Medium (Should-have)	Expenditure trends
Medium (Should-have)	Workforce Planning Interface	Medium (Should-have)	Interface with HR system to inform of known starters/leavers

Financial Accounting Functionality Requirements

Function priority	Function	Description/ Feature priority	Description/feature
High (must-have)	Auto reconciliation of accounts	High (must-have)	Auto-reconciliation of control accounts
High (must-have)	Auto reconciliation of accounts	High (must-have)	The general ledger will show summarised account details of the sub ledger, but they must always balance. System restrictions ensure that the two always reconcile
High (must-have)	Auto-journal/recurring	High (must-have)	Pre-programme journals to post at regular intervals and also generate automatic one (where required) to review and post
High (must-have)	Cash management	High (must-have)	Auto-reconciliation of bank balance
High (must-have)	Cashflow and balance sheet forecasting	Medium (should-have)	Our financial forecasts are currently completed independently, and we need changes in the i&e, balance sheet, and cashflow to be reflected where needed
High (must-have)	Cashflow and balance sheet forecasting	High (must-have)	We need any forecasts to be stored in the system so we can revert to previous periods. Often lower spec ERP systems don't allow this, and forecasts are only stored based on the current position
Low (could-have)	Dynamic changes to updated accounting standards	Low (could-have)	Ensure changes in accounting standards can be applied retrospectively (if required)
High (must-have)	Effective date changes for data source changes	High (must-have)	Ensuring the mapping of our data in the system for previous quarterly returns to DHSC does not change, and we are able to compare movements between periods
High (must-have)	Fixed asset register - existing and new. Capital expenditure and depreciation. Actuals and forecasts	High (must-have)	Fixed asset register
High (must-have)	Fixed asset register - existing and new. Capital expenditure and depreciation. Actuals and forecasts	High (must-have)	Forecasting depreciation based on existing assets and their potentially changing useful economic life and forecasting the impact of future capital programmes;

Function priority	Function	Description/ Feature priority	Description/feature
High (must-have)	IFRS high (must-have)6 compliant leases register	High (must-have)	A new accounting change requires some leases to become balance sheet items. Most new fixed asset accounting software should have the option to add leases under the new accounting standards
Medium (should-have)	Interface with ma of chargeable and non-chargeable	Medium (should-have)	Map financial accounts to our chargeable/non-chargeable cost application (see costing and planning)
High (must-have)	Maintenance cost centres/subjectives/a1/a2 including code hierarchy	High (must-have)	Standard chart of accounts
High (must-have)	Connection to PowerBI	High (must-have)	CQC reporting tool, and a connection to the system so information does not need to be downloaded
High (must-have)	Payroll interface	High (must-have)	System compatibility with our payroll supplier to import payroll data
Medium (should-have)	Production of transparency disclosures (cuts across ap too)	Medium (should-have)	Transparency reports (regulatory requirement)
High (must-have)	Real-time reporting	High (must-have)	Accessing data directly in the accounts as its current position
High (must-have)	Report creation for all available fields	High (must-have)	No limit to what you can report on in the system
Medium (should-have)	Scenario analysis e.g. Change in fee scheme	Medium (should-have)	Forecasting fee income through intelligence data/historical data/economic data/change in fee methodology
High (must-have)	Single data sources (dimension tables) - e.g. Chart of accounts, projects mapped to programme	High (must-have)	As well as the standard chart of accounts we want flexible dimension tables such as mapping projects to programmes
High (must-have)	Stat accounts production	High (must-have)	Production of financial statements
Medium (should-have)	Transaction category	Medium (should-have)	Auto-reconciliation of bank transactions
High (must-have)	Vat returns	High (must-have)	Automated vat return calculation that we can review and make changes (if required) prior to submission

Function priority	Function	Description/ Feature priority	Description/feature
High (must-have)	Vat returns	High (must-have)	Most accounting software will allow for the calculation of vat returns by categorising spend/income type in preparation to submit to HMRC and in a format that will be accepted on the making tax digital platform
High (must-have)	Vat returns	High (must-have)	We are required to submit our returns digitally under 'making tax digital'. The output of our vat calculation must be fed into an HMRC approved third party software supplier in order for HMRC to receive our return.
Medium (should-have)	Workflow	Medium (should-have)	Month end tasks to be assigned to users, and on submission it is fed through a workflow to review and approve/reject. For example, a financial analyst will complete a bank reconciliation, this is then system available to approve.
High (must-have)	Cash management	High (must-have)	Interface with the bank

Costing & Planning Functionality Requirements

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Ability to map non-pay and pay to regulatory activity	High (Must-have)	Our non-regulatory activity is GiA funded which needs to be extracted so that its not covered by fees. This is currently done through various activity-based costing methods, but we want to be able to generate that in the system through timesheets, POs etc
High (Must-have)	Ad-hoc costing	High (Must-have)	When required to do an impact assessment or cost a project we need to calculate the direct costs and any associated overheads to ensure that if we are reporting to DHSC, or invoicing an external customer, that the true cost of delivery is recognised
Medium (Should-have)	Scenario analysis	Medium (Should-have)	In relation to fee income and rev/cap expenditure - 'what if'
High (Must-have)	Track/linked to change projects revenue and capital	High (Must-have)	Feeding from the proposed collab platform the PMO update to forecast future costs and benefits

Commercial Functionality Requirements

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Purchase Orders Amendments- Values	High (Must-have)	To be able to amend values raised by other colleagues e.g. extending contracts, expenses etc.
High (Must-have)	Purchase Orders Amendments- PO	High (Must-have)	To be able to amend Purchase Orders raised by other colleagues e.g. extending contracts, expenses etc.
High (Must-have)	Purchase Order Amendments- Additional line	High (Must-have)	Need to be able to add a further goods of services onto the PO as an additional line and to be able to have multiple cost codes and subjective codes
High (Must-have)	Purchase Order Structure / Fields	High (Must-have)	situations where delivery addresses may change, we need to be able to make these changes without incurring costs from the provider e.g. PO Terms and Conditions
High (Must-have)	Purchase Order Structure / Fields	High (Must-have)	To have End Users name displayed on the PO instead of the Commercial Team's /Buyer's details, so that the supplier can contact the End User directly
High (Must-have)	Automatic System Alert	High (Must-have)	To have a system generated alert to enable PO approvals in timely manner
High (Must-have)	Supplier setup	High (Must-have)	Key data fields need to be captured during the supplier set up process for reporting purposes over and above what is captured in SBS
High (Must-have)	Supplier setup	High (Must-have)	To make the supplier set up process a system driven activity and have an audit trail of the process
Medium (Should-have)	Payment Freeze	Medium (Should-have)	Commercial team to put invoices on hold in order to stop the payment of invoices in dispute
High (Must-have)	Supplier and spend reporting	High (Must-have)	The ability to generate spend report showing supplier details
High (Must-have)	Supplier and spend reporting	High (Must-have)	The ability to report against supplier set up categories such as SME suppliers
Medium (Should-have)	Goods Receipting	Medium (Should-have)	To ensure that receipts are accurate and reflects services delivered

Function Priority	Function	Description/ Feature Priority	Description/Feature
High (Must-have)	Supplier setup	High (Must-have)	Tax legislation for contractors in scope of IR35

Appendix 3 – Clarification Question & Answer Log for the provision of Finance System Design & Implementation Partner

(CQC reference RCCO 006))

Under Crown Commercial Service Framework - G-Cloud 11 (RM1557.12)

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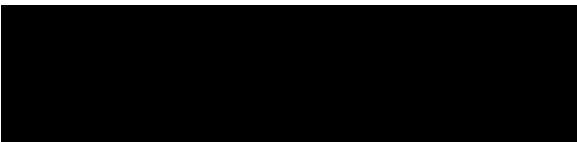
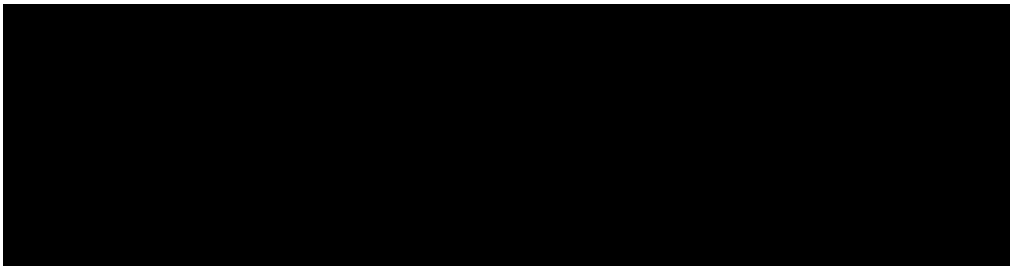
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Schedule 1A: Supplier Response

A copy of the Supplier's response to clarification sent to the Buyer on 30th November 2021 is attached to this Schedule 1A.



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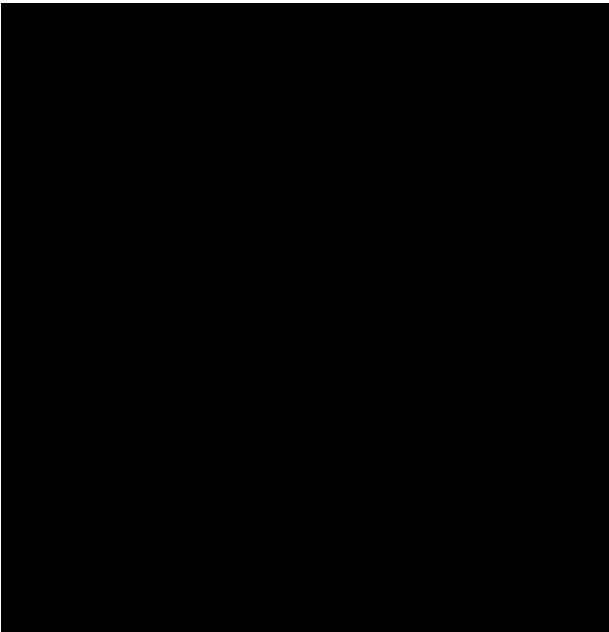
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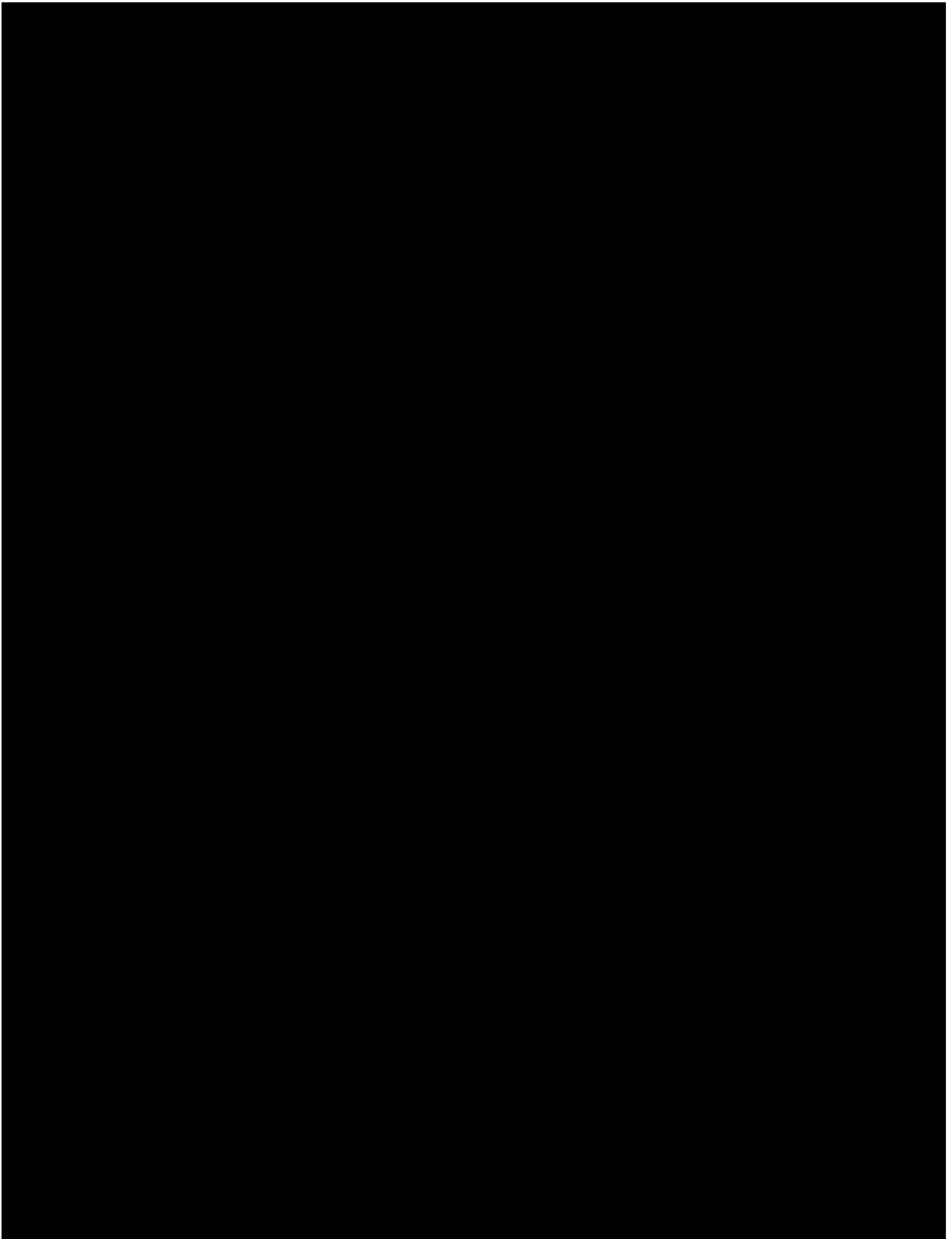
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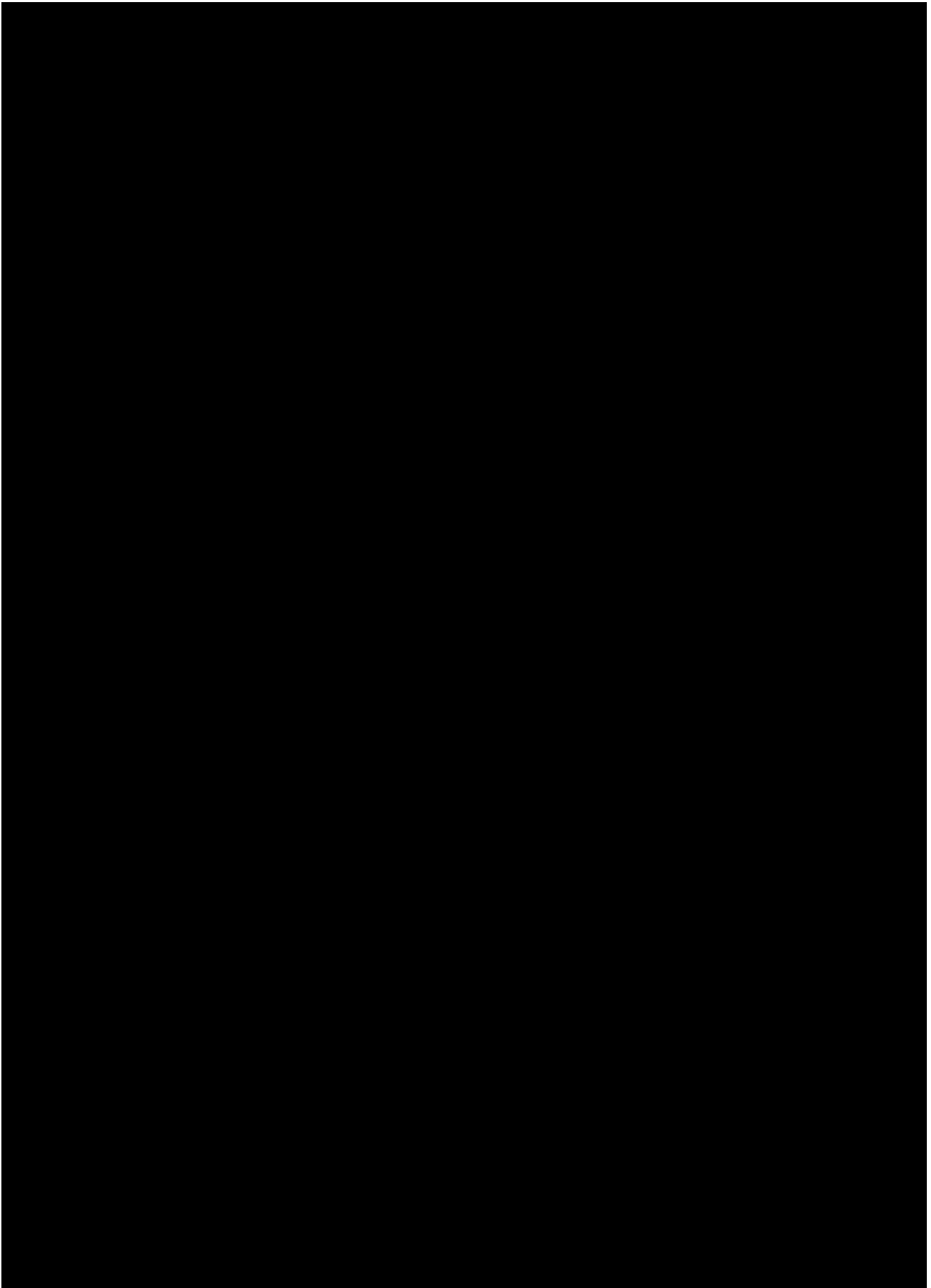
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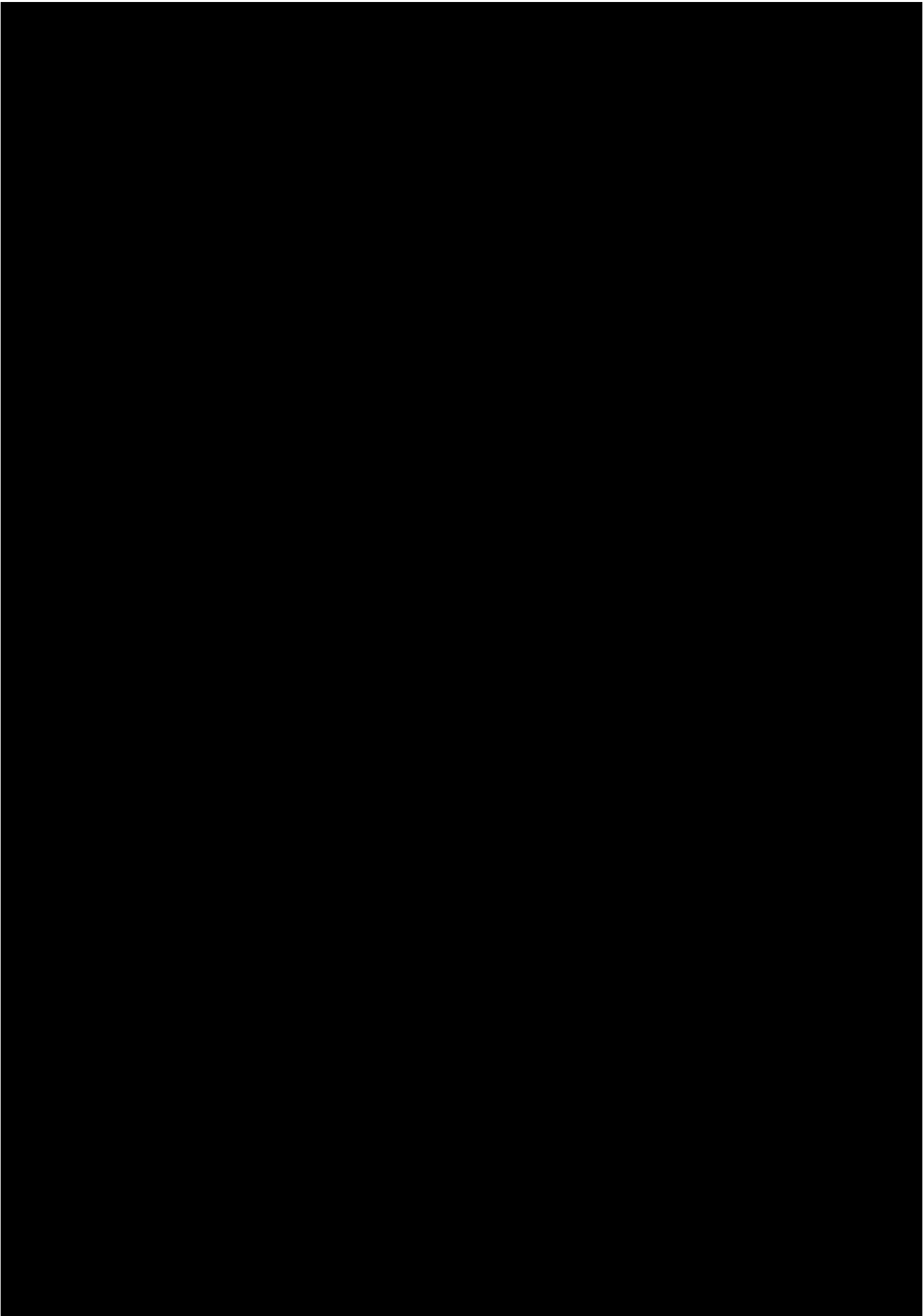
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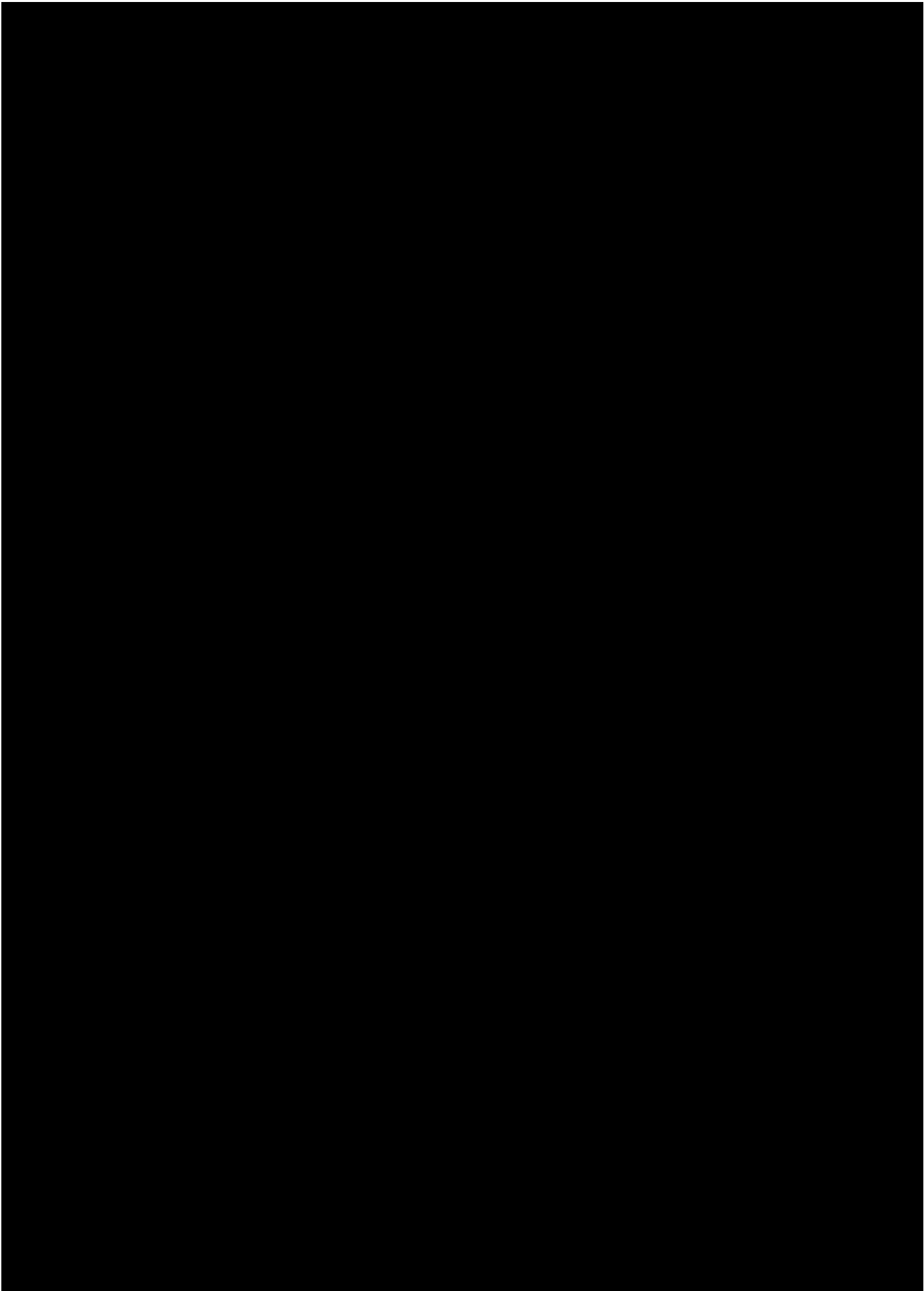
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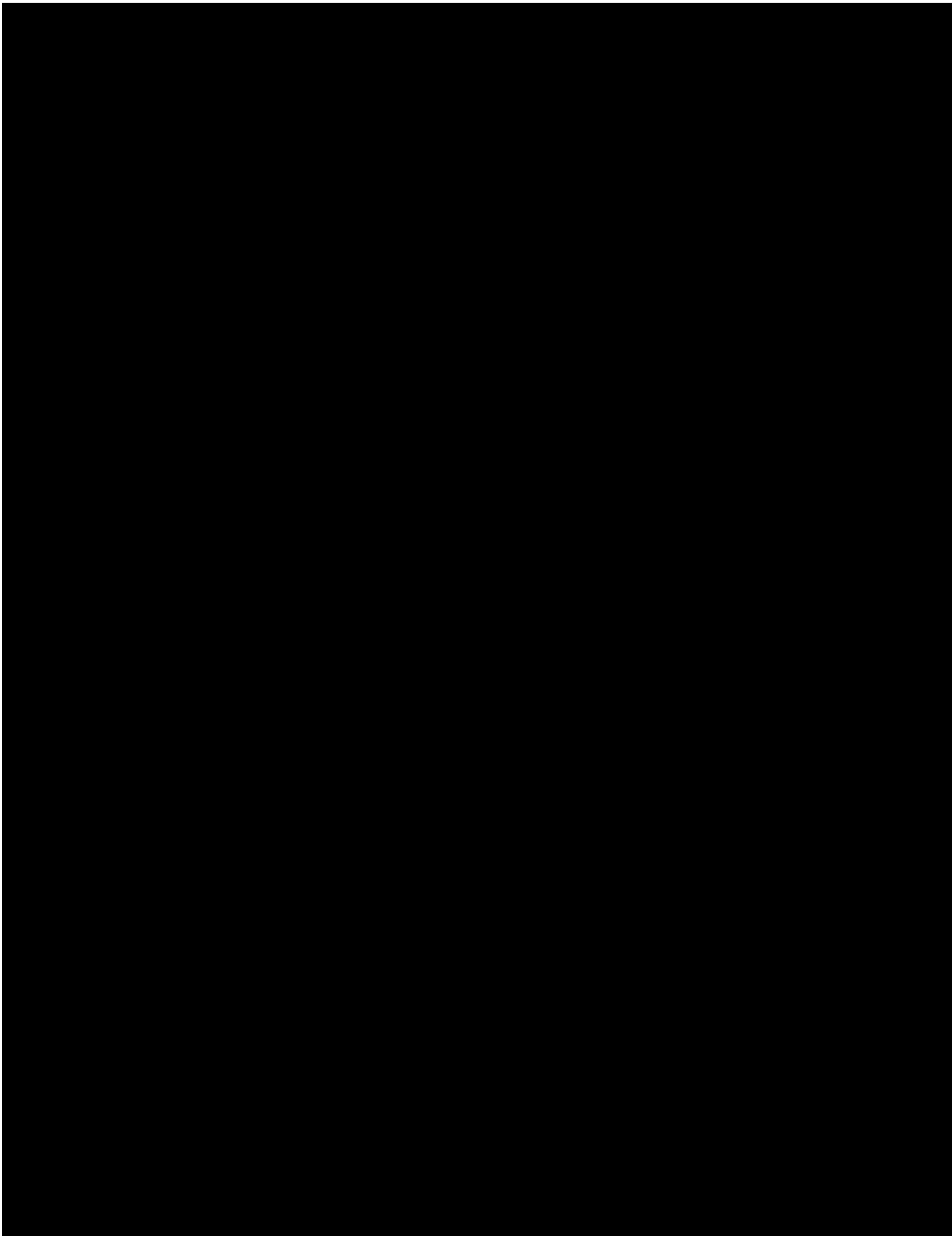
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Part B: Terms and conditions

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 18 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 6 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 extend the contract beyond 24 months.

2. Incorporation of terms

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

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

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

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

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

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

- 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

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

13. Buyer data

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

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

14. Standards and quality

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the

Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- 18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- 18.5.2 an Insolvency Event of the other Party happens
- 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and

provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

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

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the

Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

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

25. Premises

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
 - 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

29.6.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

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

33. Data Protection Legislation (GDPR)

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

Schedule 3: Collaboration agreement

NOT USED

Schedule 4: Alternative clauses

NOT USED

Schedule 5: Guarantee

NOT USED

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax

	Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework</p>

	Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14-digit ESI reference number from the summary of the outcome screen of the ESI tool.

Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this

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

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.

IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month

	throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.

Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-

	<u>delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</u>
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).

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

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data.</p>
Duration of the Processing	<p>Access to the relevant data will be for the duration of the Call-off contract (including any agreed extension period) in order for the Supplier to undertake contractual requirements,</p>
Nature and purposes of the Processing	<p>The Supplier has access to the relevant data through access of the system environments in order to facilitate the design, development and delivery of the Buyer's requirements for this service.</p> <p>Processing will be as defined in the delivery of services within relevant Work Packages, which may include but not limited to:</p> <ul style="list-style-type: none">• collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use,

	disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means).
Type of Personal Data	<p>Regulated information that is a part of our purpose as a regulator. Typically, this will be name and contact details such as e-mail and phone number, organisation position, business address details required in order to register and notify CQC of details in respect to delivery of regulated services.</p> <p>In addition, data relating to third party suppliers who supply goods and services to CQC and receive payment from CQC for the delivery of goods and services will be included.</p>
Categories of Data Subject	<ul style="list-style-type: none"> • CQC staff • Provider Organisations • Provider Staff • Temporary workers • Third-Party Supplier Organisations • Staff of Third-Party Supplier Organisations
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Any personal data will be subject to transfer to back to the Buyer or (if directed by the Buyer) to a replacement supplier, as per the exit plan. Once the transfer is completed the supplier will then delete any personal data unless the law requires retention of the data by the supplier for a longer period.</p> <p>The Parties are required to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy</p>

