



G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	652644367154399
Call-Off Contract reference	CCIT22A28
Call-Off Contract title	Provision of Brightgen
Call-Off Contract description	Crown Commercial Services (CCS) require a Cloud Integration Services Build team to support them in a series of Integration Build activities within a major Transformation Programme.
Start date	9 th January 2023
Expiry date	8 th July 2023
Call-Off Contract value	£25,535.00
Charging method	BACS
Purchase order number	TBC

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

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

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

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

From the Buyer	<p>REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information.</p> <p>The Capital, Old Hall Street, Liverpool, L3 9PP</p>
To the Supplier	<p>Brightgen Limited</p> <p>077711393474</p> <p>2 Bankside</p> <p>London</p> <p>SE1 0SW</p> <p>City of London</p>

Together the 'Parties'

Principal contact details

For the Buyer:

Title: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

For the

Supplier:

Title: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information.**

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

Call-Off Contract term

Start date	This Call-Off Contract Starts on 9th January 2023 and is valid for 6 months .
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Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least [90] Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of [30] days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 6 months, by giving the Supplier 4 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none">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 Schedule 4 and outlined below:</p> <table><tr><th>Milestone</th><th>User Story</th><th>Description</th></tr><tr><td>Integration 1</td><td>User story 1.0 - Publish E-Sourcing Event</td><td><ul style="list-style-type: none">Deployable package of Code covering the Publish Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 2</td><td>User story 1.1 - Create RFI event</td><td><ul style="list-style-type: none">Deployable package of Code covering the Close Use CaseProvision of Automated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 3</td><td>User Story 3.0 - Update an ITT event's details</td><td><ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 4</td><td>User Story 4.0 - Update Salesforce when an event <u>closes</u></td><td><ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 5 (User story 5.0)</td><td>User Story 5.0 - Update Salesforce with the outcome of the evaluation</td><td><ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 6</td><td>User Story 6.0 - Updates Salesforce with the closure of the procurement</td><td><ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr><tr><td>Integration 7</td><td>User Story 9.0 - Update Salesforce with the abandonment of the procurement</td><td><ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results</td></tr></table>	Milestone	User Story	Description	Integration 1	User story 1.0 - Publish E-Sourcing Event	<ul style="list-style-type: none">Deployable package of Code covering the Publish Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 2	User story 1.1 - Create RFI event	<ul style="list-style-type: none">Deployable package of Code covering the Close Use CaseProvision of Automated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 3	User Story 3.0 - Update an ITT event's details	<ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 4	User Story 4.0 - Update Salesforce when an event <u>closes</u>	<ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 5 (User story 5.0)	User Story 5.0 - Update Salesforce with the outcome of the evaluation	<ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 6	User Story 6.0 - Updates Salesforce with the closure of the procurement	<ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results	Integration 7	User Story 9.0 - Update Salesforce with the abandonment of the procurement	<ul style="list-style-type: none">Deployable package of Code covering the Update Use CaseAutomated Regression Test Scripts to the CI ServerUnit Test Report covering Tests carried out and results
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Additional Services	N/A																								
Location	The Services will be delivered Remotely																								

Quality Standards	<p>The quality standards required for this Call-Off Contract are:</p> <ol style="list-style-type: none"> 1.1 The service shall be delivered and operated under the HMG Security Policy Framework 1.2 Incorporate the security standards defined with the Crown Commercial Service Digital and Technology Strategy into the Service Specification. 1.3 Evidence compliance with the HMG Minimum Cyber Security Standard 1.4 Demonstrate delivery of the NCSC Cloud Security Principles outcomes Implementing the Cloud Security Principles - NCSC.GOV.UK 1.5 Evidence the Software Delivery Life cycle is undertaken securely through the application of the NCSC Secure Development and Deployment guidance. Secure development principles - NCSC.GOV.UK 1.6 An CHECK/CREST IT Security Health Check (ITSHC) of the Service has been performed within 12 months of go-live and annually thereafter. The testing has been undertaken in accordance with HMG best practice. IT Health Check (ITHC): supporting guidance 1.7 No Authority personal data shall be processed or stored on the Supplier infrastructure without the explicit approval of the CCS Data Protection Manager. If approval is given to process personal data the Supplier shall provide a Data Privacy Impact Assessment (DPIA) defining the privacy related risk and controls to be put in place to ensure it is appropriately protected. 1.8 All information released to the Supplier shall be treated as OFFICIAL and only stored and/or processed in a manner throughout the contracted period where the security risk exposure is within the risk tolerance of the Authority and the Supplier has obtained Cyber Essentials certification. Further guidance on the obligations of the Supplier to protect the Authorities OFFICIAL data are defined in the para of the call-off contract. 1.9 The Supplier shall provide a Security Management Plan to
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	<p>be applied throughout the Design, Development and Deployment activities in accordance with the GCloud Call-off contract and the said document shall submit to the Authority within the timescales defined therein. The supplier will attend Security Working Groups to discuss and agree the contents of the Security Management Plan.</p> <p>1.10 All Authority OFFICIAL data provided in support of this agreement shall not be used for any other purpose than meeting the Authority's requirements under this Statement of Requirement. At the end of the GCloud agreement the Supplier shall provide evidence, to the satisfaction of the Authority, that it has securely deleted all OFFICIAL data in accordance with HMG guidance.</p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are as follows;</p> <p>Crown Commercial Service require a Cloud Integration Services Build team to support them in the integration and build activities within a major transformation programme. The Supplier will be required to work with the in-house Analysis & Design Team to establish a detailed API Design and Security specification for each integration. Each Service Build will be packaged up ready for deployment - complete with Unit Test Scripts detailing the results of the testing carried out, which must be approved by the in-house Integration Architect or Analyst before deployment to the CI environment - the Supplier will then be responsible for carrying out integration testing on the deployed code to ensure no defects have arisen against the previous version deployed.</p> <p>Full details of the Buyer's requirements are detailed in Attachment 3 - Statement of Requirements which has already been made available to the Supplier.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p>

	<table><tr><th>KPI/SLA</th><th>Service Area</th><th>KPI/SLA description</th><th>Target</th></tr><tr><td>1</td><td>Ticket Response times</td><td>The Supplier will ensure that the response times to any tickets raised during the contract will adhere to the targets dictated within this table.</td><td>Priority 1 1 Working Day Priority 2 3 Working Days Priority 3 5 Working Days</td></tr><tr><td>2</td><td>Production of final test report summary</td><td>All testing carried out must be summarised in the final test report, <u>Including</u> any testing that has not been signed off with mitigations to be produced within 2 working days of test closure</td><td>Produced within 2 Working days of completion</td></tr><tr><td>3</td><td>Evidence of Quality Assurance model</td><td>The supplier must provide their Quality Assurance Model that they will be applying during the API Integration build and testing carried out.</td><td>Provided prior to any work being undertaken</td></tr><tr><td>4</td><td></td><td></td><td></td></tr></table>	KPI/SLA	Service Area	KPI/SLA description	Target	1	Ticket Response times	The Supplier will ensure that the response times to any tickets raised during the contract will adhere to the targets dictated within this table.	Priority 1 1 Working Day Priority 2 3 Working Days Priority 3 5 Working Days	2	Production of final test report summary	All testing carried out must be summarised in the final test report, <u>Including</u> any testing that has not been signed off with mitigations to be produced within 2 working days of test closure	Produced within 2 Working days of completion	3	Evidence of Quality Assurance model	The supplier must provide their Quality Assurance Model that they will be applying during the API Integration build and testing carried out.	Provided prior to any work being undertaken	4			
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Onboarding	<p>The onboarding plan for this Call-Off Contract is as follows;</p> <ul style="list-style-type: none">The Supplier will be required to work with the in-house Analysis & Design Team to establish a detailed API Design and Security specification for each integration. Each Service Build will be packaged up ready for deployment - complete with Unit Test Scripts detailing the results of the testing carried out, which must be approved by the in-house Integration Architect or Analyst before deployment to the CI environment - the Supplier will then be responsible for carrying out integration testing on the deployed code to ensure no defects have arisen against the previous version deployed.																				

Offboarding	N/A
Collaboration agreement	N/A
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £50,000</p> <p>The annual total liability for Buyer Data Defaults will not exceed £500,000 or [200% r 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 the greater of £50,000 or 150% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier 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
Buyer's responsibilities	The Buyer has no specific responsibilities under contract.
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	N/A
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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 .
Invoice details	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
Who and where to send invoices to	Invoices will be sent to: REDACTED TEXT under FOIA Section 43 Commercial Interests.
Invoice information required	<p>All invoices must include:</p> <p>Any Purchase Order Number(s) issued by the Buyer.</p> <p>The period covered by each invoice.</p>

	An elemental breakdown of the services being invoiced for, preferably by number of day's effort by each staff member assigned to the Contract by daily rate.
Invoice frequency	Invoice will be sent to the Buyer monthly in arrears.
Call-Off Contract value	The total value of this Call-Off Contract is £25,535.00
Call-Off Contract charges	N/A

Additional Buyer terms

Performance of the Service	<ul style="list-style-type: none"> This Call-Off Contract will include the any Implementation Plan, exit and offboarding plans and milestones as are detailed in Attachment 3 - Statement of Requirements, which has already been issued to the Supplier.
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Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Personal Data and Data Subjects	Annex 1
Intellectual Property	N/A
Social Value	N/A

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

Signed	Supplier – BrightGen Limited	Buyer
Name	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
Title	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
Signature	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.
Date	REDACTED TEXT under FOIA Section 40, Personal Information.	REDACTED TEXT under FOIA Section 40, Personal Information.

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 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:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)

- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)

- 25 (Publicity and branding)

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

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

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

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

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

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

3. Supply of services

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

4. Supplier staff

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

reference number from the summary outcome screen and promptly provide a copy to the Buyer.

- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause

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

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party

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

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

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

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-managementapproach> 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/technologycode-of-practice/technology-code-of-practice>

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if

corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

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

14. Standards and quality

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

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

<https://www.gov.uk/government/publications/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. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-

Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Supplier's liability:

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

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

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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.

- 29.3 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.
- 29.4 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.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.5.1 its failure to comply with the provisions of this clause
 - 29.5.2 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
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 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 CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

PURPOSE

- 1.11 Crown Commercial Services (CCS) require a Cloud Integration Services Build team to support them in a series of Integration Build activities within a major Transformation Programme.

The Supplier will be expected to deliver a series of Integrations between the CCS CRM system (Salesforce) and eSourcing Platform (Jaggaer).

The service will deliver the required Integration code to an Internal API Gateway Platform.

The Supplier will work with the in-house Analysis & Design Team to establish a detailed API Design and Security for each integration and once approved will build and deploy the code within an agreed timeframe.

BACKGROUND TO THE CONTRACTING AUTHORITY

- 1.12 The Digital Services Directorate provide delivery management, digital design and operational support to CCS - the largest public sector procurement department in the UK

2. BACKGROUND TO REQUIREMENT/OVERVIEW OF REQUIREMENT

- 2.1 Each Service Build will be packaged up ready for deployment - complete with Unit Test Scripts detailing the results of the testing carried out, which must be approved by the in-house Integration Architect or Analyst before deployment to the CI environment - the Supplier will then be responsible for carrying out integration testing on the deployed code to ensure no defects have arisen against the previous version deployed.

3. DEFINITIONS

Expression or Acronym	Definition
E2E	End to End in the context of Testing
UAT	User Acceptance Testing
UNIT TEST	Testing of the Code which has been built within a development environment prior to handover to a formal test phase
API	Application Programming Interface
CI	Continuous Integration

4. SCOPE OF REQUIREMENT

- 4.1 7 key integrations related to the integration and automation of key Business Processes within the Procurement Operations function at CCS in order to remove the need for manual processing - they are outlined in section 5.

High Level Service Requirements

Milestone	User Story	Description
Integration 1	User story 1.0 - Publish E-Sourcing Event	<ul style="list-style-type: none">• Deployable package of Code covering the Publish Use Case• Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results
Integration 2	User story 1.1 - Create RFI event	<ul style="list-style-type: none">• Deployable package of Code covering the Close Use Case• Provision of Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results
Integration 3	User Story 3.0 - Update an ITT event's details	<ul style="list-style-type: none">• Deployable package of Code covering the Update Use Case• Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results
Integration 4	User Story 4.0 - Update Salesforce when an event closes	<ul style="list-style-type: none">• Deployable package of Code covering the Update Use Case• Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results
Integration 5 (User story 5.0)	User Story 5.0 - Update Salesforce with the outcome of the evaluation	<ul style="list-style-type: none">• Deployable package of Code covering the Update Use Case• Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results
Integration 6	User Story 6.0 - Updates Salesforce with the closure of the procurement	<ul style="list-style-type: none">• Deployable package of Code covering the Update Use Case• Automated Regression Test Scripts to the CI Server• Unit Test Report covering Tests carried out and results

Integration 7	User Story 9.0 - Update Salesforce with the abandonment of the procurement	<ul style="list-style-type: none"> • Deployable package of Code covering the Update Use Case • Automated Regression Test Scripts to the CI Server • Unit Test Report covering Tests carried out and results
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User story 7 and 8 are out of scope

5. KEY MILESTONES AND DELIVERABLES

5.1 Key Deliverables:

Each Agreed Integration for delivery must cover the following services before acceptance into Production:

- Client code to invoke endpoints on Tenders API
- UI code as per screen mock-ups
- Additional DB table for template data
- Mechanism for loading Jaggaer template data into Salesforce DB
- Unit Test Scripts & Results
- Automated Testing - all code deployed to the CI Environment should be regression tested
- Automated unit tests should be written and included in the ci pipeline
- Regression Tests should be made repeatable and packaged for testing future deployments - adding to an automated regression test suite
- Deployment Support to the E2E Test Environment, Pre-Production & Production Salesforce environments
- E2E Test Support [including defect resolution where appropriate]
- UAT Test Support [including defect resolution where appropriate]
- Production Support once service is live [warranty period to be agreed]
- Provide service transition support to CCS internal Salesforce team
- Provide screen mock-ups of changes to data and additional buttons
- Provide technical solution design documents for all relevant changes and introduction of new components
- Application logging using CCS application logging platform.

Previous Delivery items:

- The supplier has already completed a significant amount of work on the user stories. The key deliverables highlighted above are what are remaining to complete the user stories.

- The supplier has already conducted multiple shows and tells on the work that has been undertaken. Further points have been noted and will be discussed at the kick off meeting following the award of the contract.

Included with this procurement CCS have identified 7 Key Integrations.

See Documents below for detail on the above;

1. Annex 1 - [eSourcing User Stories](#)
2. Annex 2 - [eSourcing Integration Design Doc](#)
3. Annex 3 - [eSourcing Low Level Design Doc](#)

5.2 The following Contract milestones/deliverables shall apply:

The work should be completed within 12 weeks. Broken down into 6 x 2 weekly sprints with an end of sprint show and tell.

6. MANAGEMENT INFORMATION/REPORTING

6.1 Weekly progress reports will be required detailing what work was conducted Monday to Friday as well as what work will be conducted the following week. Risk, Issues and a RAG status will also be required.

7. VOLUMES

7.1 The Service must be able to provide the ability to run 1000+ procurements a year through the integrations built.

8. CONTINUOUS IMPROVEMENT

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

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

9. PRICE

9.1 Price should not exceed the quoted price of **REDACTED TEXT under FOIA Section 43 Commercial Interests.**, invoiced on a T & M basis at the end of each calendar month

10. STAFF AND CUSTOMER SERVICE

10.1 The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

10.2 The Supplier's staff assigned to the Contract shall have the relevant qualifications and experience to deliver the Contract to the required standard.

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

11. SERVICE LEVELS AND PERFORMANCE

11.1 The Authority will measure the quality of the Supplier's delivery by:

11.1.1

KPI/SLA	Service Area	KPI/SLA description	Target
1	Ticket Response times	The Supplier will ensure that the response times to any tickets raised during the contract will adhere to the targets dictated within this table.	Priority 1 1 Working Day Priority 2 3 Working Days Priority 3 5 Working Days
2	Production of final test report summary	All testing carried out must be summarised in the final test report, Including any testing that has not been signed off with mitigations to be produced within 2 working days of test closure	Produced within 2 Working days of completion
3	Evidence of Quality Assurance model	The supplier must provide their Quality Assurance Model that they will be applying during the API Integration build and testing carried out.	Provided prior to any work being undertaken
4			
5			

12. SECURITY AND CONFIDENTIALITY REQUIREMENTS

- 12.1 The service shall be delivered and operated under the [HMG Security Policy Framework](#)
- 12.2 Incorporate the security standards defined with the Crown Commercial Service [Digital and Technology Strategy](#) into the Service Specification.
- 12.3 Evidence compliance with the HMG [Minimum Cyber Security Standard](#)
- 12.4 Demonstrate delivery of the NCSC Cloud Security Principles outcomes [Implementing the Cloud Security Principles - NCSC.GOV.UK](#)
- 12.5 Evidence the Software Delivery Life cycle is undertaken securely through the application of the NCSC Secure Development and Deployment guidance. [Secure development principles - NCSC.GOV.UK](#)
- 12.6 An CHECK/CREST IT Security Health Check (ITSHC) of the Service has been performed within 12 months of go-live and annually thereafter. The testing has been undertaken in accordance with HMG best practice. [IT Health Check \(ITHC\): supporting guidance](#)
- 12.7 No Authority personal data shall be processed or stored on the Supplier infrastructure without the explicit approval of the CCS Data Protection Manager. If approval is given to process personal data the Supplier shall provide a Data Privacy Impact Assessment (DPIA) defining the privacy related risk and controls to be put in place to ensure it is appropriately protected.
- 12.8 All information released to the Supplier shall be treated as OFFICIAL and only stored and/or processed in a manner throughout the contracted period where the security risk exposure is within the risk tolerance of the Authority and the Supplier has obtained Cyber Essentials certification. Further guidance on the obligations of the Supplier to protect the Authorities OFFICIAL data are defined in the para of the call-off contract.
- 12.9 The Supplier shall provide a Security Management Plan to be applied throughout the Design, Development and Deployment activities in accordance with the GCloud Call-off contract and the said document shall submit to the Authority within the timescales defined therein. The supplier will attend Security Working Groups to discuss and agree the contents of the Security Management Plan.
- 12.10 All Authority OFFICIAL data provided in support of this agreement shall not be used for any other purpose than meeting the Authority's requirements under this Statement of Requirement. At the end of the GCloud agreement the Supplier shall provide evidence, to the satisfaction of the Authority, that it has securely deleted all OFFICIAL data in accordance with HMG guidance.
- 12.11 Where the Supplier is provisioned with Authority IT in support of this agreement the Supplier shall ensure any individual who is provided with such equipment shall have accepted the acceptable use policy. Any failure to comply shall be reported to the Authority and appropriate action taken to hold the individual accountable. The Supplier shall nominate a single individual within their team to be accountable for all such provisioned Authority IT.
- 12.12 Breach of Security

If the supplier becomes aware of a Breach of Security it shall notify the authority in accordance with the Incident Management Process.

The Incident Management Process shall, as a minimum, require the Supplier to do the following upon it becoming aware of a Breach of Security or attempted Breach of Security:

Immediately take all reasonable steps necessary to:

- (a) minimise the extent of actual or potential harm caused by such Breach of Security;
- (b) remedy such Breach of Security to the extent possible;
- (c) apply a tested mitigation against any such Breach of Security; and
- (d) prevent a further Breach of Security in the future which exploits the same root cause failure;

In the event that any action is taken in response to a Breach of Security or attempted Breach of Security as a result of non-compliance by the Supplier, its Subcontractors and/or all or any part of the Information Management System, then such remedial action shall be completed at no additional cost to the Authority.

13. PAYMENT AND INVOICING

- 13.1 Payment will be made at the end of each calendar month on a T & M basis.
- 13.2 Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 13.3 Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.
- 13.4 Invoices should be submitted to: Finance Dept, Crown Commercial Service, 8th Floor, The Capital, Old Hall Street, Liverpool L3 9PP
- 13.5 Invoices will not be paid until a purchase order has been referenced.

14. CONTRACT MANAGEMENT

- 14.1 The supplier should ensure they are able to attend regular monthly meetings with CCS vendor management
- 14.2 The supplier shall supply monthly burndown and forecasts.
- 14.3 The supplier shall supply statement of economies/savings
- 14.4 The supplier shall assign a consistent account manager
- 14.5 The supplier shall issue a documented escalation process, including contact details for all.

- 14.6 Attendance at Contract Review meetings shall be at the Supplier's own expense.

15. LOCATION

- 15.1 The location of the services will be carried out at remote locations using online tools to communicate with the project team.

Schedule 2: Call-Off Contract charges

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

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

**REDACTED TEXT under
FOIA Section 43 Commercial
Interests.**

Schedule 7: UK GDPR Information

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

Annex 1: Processing Personal Data

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

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

1.1 The contact details of the Buyer's Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information.**

1.2 The contact details of the Supplier's Data Protection Officer are: **REDACTED TEXT under FOIA Section 40, Personal Information.**

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.

Description	Details
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<p>Identity of Controller for each Category of Personal Data</p>	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below N/A</p> <p>The Supplier is Controller and the Buyer is Processor</p>
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	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:N/A</p> <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• N/A <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier</i>
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	<i>Personnel) engaged in the performance of the Buyer's</i>
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	<ul style="list-style-type: none">• N/A
Duration of the Processing	Up to 7 years after the expiry or termination of the Framework Agreement

Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6
Type of Personal Data	<p>Includes:</p> <ul style="list-style-type: none"> i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement

	<ul style="list-style-type: none"> ii. Contact details of, and communication with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communication with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement <p>Contact details, and communications with Supplier staff concerned with management of the Framework Agreement</p>
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Categories of Data Subject	<p>Includes:</p> <ul style="list-style-type: none"> i. CSS staff concerned with management of the Framework Agreement ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement iv. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder