

## 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

<b>Platform service ID number</b>	ID 378 337 244 969 358
<b>Call-Off Contract reference</b>	Ecm_11928
<b>Call-Off Contract title</b>	Third Party Support for SAP PCM
<b>Call-Off Contract description</b>	Third Party Support for SAP PCM
<b>Start date</b>	1 <sup>st</sup> May 2024
<b>Expiry date</b>	30 <sup>th</sup> April 2025
<b>Call-Off Contract value</b>	The maximum call off contract value is £96,000.00 exclusive of VAT including optional extension period if used.
<b>Charging method</b>	Fixed Price
<b>Purchase order number</b>	To be confirmed by Buyer post contract signature

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.

<b>From the Buyer</b>	Department for Work and Pensions REDACTED TEXT under FOIA Section 40, Personal Information
<b>To the Supplier</b>	Spinnaker Support Limited REDACTED TEXT under FOIA Section 40, Personal Information Company number: 06683080
<b>Together the 'Parties'</b>	

## 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

### 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

<b>Start date</b>	This Call-Off Contract Starts on 1 <sup>st</sup> May 2024 and is valid for 12 months.
<b>Ending (termination)</b>	<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>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 60 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>The value for the 12-month extension will be fixed at the initial contract value of £48,000.00 exclusive of VAT.</p>

## Buyer contractual details

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

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> <li>Lot 3: Cloud support</li> </ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>Lot 3: Cloud support (Additional Services)</p> <ul style="list-style-type: none"> <li>ongoing support</li> </ul>
<b>Additional Services</b>	No additional services are required within this contract.
<b>Location</b>	The Services will be delivered by the Supplier to the Buyer remotely.
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are ISO 9001.
<b>Technical Standards:</b>	The technical standards required for this Call-Off Contract are ISO 27001. The Supplier will also provide as required a valid, in date Cyber Security Essentials certification.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are detailed in Schedule 1.
<b>Onboarding</b>	Not applicable.
<b>Offboarding</b>	<ul style="list-style-type: none"> <li>The Supplier shall undertake the following offboarding activities: <ul style="list-style-type: none"> <li>Handover all artefacts/data relating to the scope of Services (Schedule1) to the Buyer at the time</li> </ul> </li> </ul>

	<p>of offboarding without any cost implications or IPR restriction.</p> <ul style="list-style-type: none"> <li>• De-brief the Buyer/replacement supplier (at Buyer discretion) on any open Issues</li> <li>• Knowledge Transfer to Buyer/replacement supplier (at Buyer discretion) Deletion of Buyer data</li> <li>• For the avoidance of doubt, no additional charges shall be payable by the Buyer for the completion of Supplier service handover, transition and offboarding activities.</li> </ul>
<b>Collaboration agreement</b>	Not applicable.
<b>Limit on Parties' liability</b>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1m per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £500,000 or 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 of the Supplier for all other Defaults will not exceed the greater of £500,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• 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).</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Buyer's responsibilities</b>	Not Applicable.
<b>Buyer's equipment</b>	Not Applicable.

#### Supplier's information

<b>Subcontractors or partners</b>	<p>Currently there are no Subcontractors and/or Partners to be used to deliver the Services. Should the Supplier wish to engage any Subcontractor(s) and/or Partner(s) within the Term of this Call-Off Contract, the Supplier will need to obtain prior written consent from the Buyer and the Buyer will not unreasonably withhold consent.</p>
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS. (Bankers Automated Clearance Service).
<b>Payment profile</b>	The payment profile for this Call-Off Contract is set out in Schedule 2.
<b>Invoice details</b>	<ul style="list-style-type: none"><li>• The Supplier will issue an electronic invoice to SSCL via electronic means prior to the commencement of the contract start date.</li><li>• The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</li></ul>
<b>Who and where to send invoices to</b>	<p>Invoices will be sent to: -</p> <p>REDACTED TEXT under FOIA Section 40, Personal Information</p> <p>A copy should also be emailed to: REDACTED TEXT under FOIA Section 40, Personal Information</p>



<b>Invoice information required</b>	All invoices must include purchase order number, contract reference and Buyer's reference details. The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described at clause 7.5 of the Call Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out in Schedule 2 and the provisions of this Call-Off Contract.
<b>Invoice frequency</b>	Invoice will be sent to the Buyer in line with the payment profile
<b>Call-Off Contract value</b>	The maximum call off contract value is £96,000.00 exclusive of VAT including optional extension period if used.
<b>Call-Off Contract charges</b>	<p>£48,000.00 exclusive of VAT for the 12 months from 1<sup>st</sup> May 2024 to 30<sup>th</sup> April 2025.</p> <p>Fixed cost of the extension (if required) will be fixed at £48,000.00 exclusive of VAT.</p>

#### Additional Buyer terms

<b>Performance of the Service</b>	<p>The Services to be performed by the Supplier and the products supported by the Service are set out in this Call Off Contract. The Supplier shall at all times perform the Services in accordance with Good Industry Practice.</p> <p>The Supplier will provide notification of any financial instability events during the contract period and provide a copy of the Suppliers Management Accounts prior to the commencement of the</p>
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	contract and prior to any future extension of the contract.
<b>Guarantee</b>	Not Applicable.
<b>Warranties, representations</b>	Not Applicable.
<b>Supplemental requirements in addition to the Call-Off terms</b>	<p><b>Security Clearance</b>  The Supplier and its Subcontractors shall comply with HMG Baseline Personnel Security Standard (BPSS) in respect of all persons who are employed or engaged by the Supplier and its Subcontractors in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Buyer and the Supplier and its Subcontractors. The HMG Baseline Personnel Security Standard do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance.</p> <p>The Supplier confirms that all Supplier Staff shall hold BPSS clearance at the Start Date and for the Term of the Call Off Contract. For Supplier Staff requiring privileged access, SC clearance will be provided through an agreed process with the Buyer.</p> <p><b>Offshoring</b>  Buyer Data cannot be accessed, processed, hosted or transferred outside the United Kingdom without the prior written consent of the Buyer. The Supplier shall at all times comply with the Buyer's Offshoring Policy. In the event that Offshoring is envisaged at any point during the Term of this Call-Off Contract, the Supplier shall immediately notify the Buyer and the Parties shall discuss and the Buyer shall agree the appropriate requirements for the Supplier to satisfy its obligations under this clause and the Buyer's Offshoring Policy which will require an Enterprise Security Risk Management assessment</p>

being undertaking by the Buyer) prior to any Offshoring taking place. Where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question as described in Schedule 7 & 8 of this contract. The provisions set out in this paragraph shall apply to Landed Resources. Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Buyer Data from premises outside the United Kingdom; a) the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Buyer Data; b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption.

Any breach by the Supplier of this clause shall be a Material Breach entitling the Buyer to exercise its termination rights.

<https://www.gov.uk/government/publications/guide-for-dwp-contractors-dwp-offshoring-policy>

#### **Prohibited Acts**

The Supplier shall not, and shall ensure that any staff shall not, commit any Prohibited Act. If the Supplier, its staff or anyone acting on the Supplier's behalf engages in a Prohibited Act, the Buyer may terminate the Call-Off Contract and recover from the Supplier the amount of any Loss suffered by the Buyer as a result. Any termination under this clause of the Call-Off Contract will be without prejudice to any right or remedy which has already accrued or subsequently accrues to the Buyer.

**TUPE** Not applicable

#### **Subcontractors**

Notwithstanding any permission or consent granted by the Buyer relating to any subcontracting arrangement or knowledge that Buyer has of any subcontracting arrangements, the Supplier shall remain fully responsible for the delivery of the Services and the performance of all its other obligations under this Agreement.

<b>Alternative clauses</b>	Not applicable.
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	Not applicable
<b>Personal Data and Data Subjects</b>	See Schedule 7: Annex 1
<b>Intellectual Property</b>	Not Applicable. No specific IPR provisions expected.
<b>Social Value</b>	<p>Social Value is required to be included in all Government contracts since 2020. There are 5 Themes in the Social Value Model to support Policy Outcomes. For this requirement we have chosen the Theme: Tackling economic inequality. Policy Outcome: Create new businesses, new jobs and new skills.</p> <p>The following Model Award Criteria applies:  <b>MAC 6.1:</b> Demonstrate action to identify and tackle inequality in employment, skills and pay in the contract workforce.</p> <p>Spinnaker Support Limited will need to demonstrate that they are meeting the Social Value requirements for this theme throughout the life of the contract.</p> <p>These outcomes will be monitored by Spinnaker and reported on six monthly.</p>

## 1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

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

2. Background to the agreement

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

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
<b>Title</b>	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
<b>Signature</b>	REDACTED TEXT under FOIA Section 40, Personal Information	REDACTED TEXT under FOIA Section 40, Personal Information
<b>Date</b>	30/04/2024	30/04/2024

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

## 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 invoices 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-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:  
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

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

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

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

## 15. Open source

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

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

## 16. Security

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

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

## 17. 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 Call-Off Contract by giving 30 days notice to the Supplier.

## 33. Data Protection Legislation (GDPR)

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



## Schedule 1: Services

The Supplier shall, with effect from the contract start date provide the Services as described in Part A of the Call-Off Contract and the Support Services as described in this Schedule 1.

### Definitions

The following definitions apply in this Schedule 1:

#### Software Issue.

A Software Issue is defined as a code defect that meets all of the following criteria: the code defect is (i) found by Buyer in the online or batch code of the Supported Products in a production, test, development, or production equivalent environment or in updates and fixes provided to Buyer by the Licensor up through the date that the Buyer terminates its support services agreement with the Licensor for the Supported Products; (ii) is reported by Buyer to the Supplier during the Support Period; (iii) materially impacts the Buyer's ability to process data within the Supported Products; and (iv) causes the failure of a material feature or function of the Supported Products.

Service	Description
<b>Product Maintenance and Ancillary Support Services</b>	
<b>Telephone, email, and online based technical support</b>	<p>The Supplier will provide Product Maintenance Support which includes Product diagnostic services, product fixes, and/or operational workarounds for Software Issues for the supported products as defined in the Schedule 1 provided via the Suppliers online support portal, telephone and email.</p> <p>The Supplier will provide the Ancillary Support Services to supplement the ongoing support and delivery of its Product Maintenance Support Services.</p> <p>The Buyer will alert the supplier of a support request by submitting a request via the Suppliers on-line support portal which is monitored 24/7/365. All support requests should be logged via the Supplier's online support portal.</p> <p>The Supplier standard business work-day coverage will be available five (5) days per week, Monday through Friday, from 8:00 AM until 5:00 PM GMT.</p>
<b>Ownership over whole lifecycle</b>	<p>The Supplier's technical support team takes ownership of the Issue for its whole lifecycle. For P1 Issues, the Supplier will work as hard as they can to solve the Issue within the shortest time possible and within &lt;4 hrs restoration time.</p>

	For P2 to P4 Issues, the Supplier will work to solve the Issue within the Target Resolution Time as set out in the Service Level Table in this Schedule.
<b>Fault isolation &amp; diagnosis</b>	The Supplier's Level One technical support team will engage with the Buyer's technical teams to identify the cause giving rise to the Issue.
<b>Problem resolution</b>	<p>Having carried out the analysis, the Supplier will seek to find and implement a solution. This could be the:</p> <ul style="list-style-type: none"> <li>• Creation of a workaround or patch</li> <li>• Application of software fix from SAP (if so entitled)</li> <li>• Instructions and advice as how to implement the solution</li> </ul>
<b>Product Maintenance</b>	
<b>Software Break-Fix Support</b>	The Supplier will diagnose and create fixes and/or workarounds for Software Issues reported for the Supported Products.
<b>Use of Fixes and Updates</b>	Fixes and updates provided by the Supplier pursuant to this contract may only be used in the number of environments listed in the Supported Products. The Buyer may use the provided fixes and updates in other environments as needed to test fixes and updates prior to moving the fixes and updates into production.
<b>Proprietary Code, Third-Party Products, and Language Support</b>	The Buyer understands and acknowledges that neither the Buyer nor The Supplier have access to the binary source code for these products. Therefore, the Supplier's support for these products will be limited to assistance with diagnostics, troubleshooting, and operational workarounds for the proprietary source code, software tool sets, middleware, or any third-party products that are integrated or bundled with or embedded in the Supported Products. For purposes of example only, such proprietary source code and third-party products include, but are not limited to, operating systems, database systems, application servers, web servers, compilers, Citrix, online and batch processing tools, reporting tools, tax processing updates, and analytic tools. Additionally, this contract expressly excludes any support for any <b>Software Issues</b> related to language runtime objects other than English.
<b>General Inquiry Support</b>	For the Supported Products, the Supplier will provide support for general inquiries related the usage and configuration of standard (out-of-the-box) software, tools and applications used in a manner consistent with the Licensor's published technical documentation
<b>Customisations</b>	The Supplier will provide break-fix support, troubleshooting and debugging assistance, including the creation of fixes

	and/or workarounds for reported issues related to custom code, provided that such customisations have been developed and implemented using the original Licensor's tools and to such Licensor's development standards. It is further required that all such customisations have been tested and proven functionally stable in a development and/or test environment and have undergone reasonable, industry-standard functional, regression, and scalability testing prior to production go-live
<b>Integrations and Interfaces</b>	The Buyer remains responsible for maintenance of their integrations and interfaces. Where there is an in-bound or out-bound touch point to the Supported Product Modules the Supplier will provide troubleshooting and debugging support for integrations and interfaces and will make recommendations for issue resolution.
<b>Vulnerability and Security Management</b>	The Supplier will provide mitigations, compensating controls, advice and recommendations for published security vulnerabilities impacting the Supported Products. Additionally, the Supplier offers optional security product solutions through our partners. If requested by Buyer through an attached Security Solution Addendum, the Supplier will assist in the implementation of any partner solution(s), subject to Buyer's acceptance of the additional terms and conditions related to that solution specified in the addendum
<b>Ancillary Support</b>	
The Supplier will provide the following services to supplement the ongoing support and delivery of its Product Maintenance support services.	
<b>Interoperability</b>	The Supplier will provide issue analysis/troubleshooting, solution recommendations, and testing assistance with interoperability issues between the Supported Products and the operating platform, including other interfacing third-party applications
<b>Cloud migration</b>	The Supplier will provide advice and recommendations for the analysis and adoption of cloud strategies affecting the Supported Products.
<b>Virtualisation</b>	The Supplier will provide technology advice to the buyer for virtualisation initiatives affecting the Supported Products
<b>Upgrade Support</b>	The Supplier will provide advice and recommendations for the buyer planned upgrade to a newer release of the Supported Products, subject to the buyer having all required license rights to such release. If so desired, and if the Supported Product Modules in the new release remain consistent with the Supported Product Modules defined herein, the buyer may amend this contract to include the new release, without requiring further amendments.

<b>Performance Tuning</b>	The Supplier will provide performance tuning analysis, advice and recommendations for the Supported Products using proprietary and commercially available tools.
<b>Database</b>	If the Supplier is not engaged to provide database maintenance services under a separate contract, the Product Maintenance and Ancillary Support Services Supplier will provide advisory support for the database infrastructure and related technical diagnostic services for the Supported Products.
<b>Systems Administration</b>	The Supplier will provide technical and systems support that includes technical troubleshooting, analysis, resolution advice and recommendations for the Support Products.
<b>Software Installation Support</b>	The Supplier will provide advice and recommendations for the execution of installation scripts and configuration of the technical foundation software within the Supported Products during the re-installation of the software as a result of a reported issue with the buyer development, test, or production environments.
<b>Software Support Lifecycle Guidance</b>	The Supplier will provide advice and guidance to Buyer for purposes of re-engaging with the Licensor of the Supported Products for software support reinstatement, re-licensing and associated pricing practices.

## 1. Service Levels

Upon an issue, problem or defect arising with the covered Software Products, the following procedure shall apply:

- a) The Buyer shall, acting in good faith and reasonably, identify the priority (in accordance with the table below) of the Issue and report it by the communication means identified in the table below.
- b) The Supplier shall respond within the Initial Response Time (see table below) relevant to that priority.
- c) The Supplier and the Buyer shall then, both acting in good faith and reasonably and collaboratively, triage the Issue and allocate a priority to it (which may be the same, upwards or downwards to the priority first identified by the Buyer). That shall then become the priority for the Issue.

d) The Supplier shall then use all reasonable endeavours to fix the Issue in accordance with the Target Resolution Time (see table below) and in any event,

in the case of a Priority 1, as quickly as possible.

The Supplier shall perform the Services in accordance with the following Service Levels:

#### **Ticket Definition**

<b>CATEGORY OF TICKET</b>	<b>DESCRIPTION</b>
Bug Fix Tickets	Standard software bug/issue that influences operations and results in interference or interruption of the stipulated service quality: Priority assigned by user.
General Inquiry Tickets	Spinnaker provides general guidance and support related the usage of the supported software, customisations and other general inquires related to topics covered in our advanced technology advisory service

<b>Priority</b>	<b>Description</b>	<b>Initial Response</b>	<b>Resolution Actions and Target Resolution Times</b>
<b>1</b>	An urgent ticket that requires immediate assistance. No work-around is available.	<b>Within 15 Minutes 24x7x365</b>	Target restoration in less than 4 hours – root cause resolution within 2 days
<b>2</b>	A serious ticket that requires immediate assistance. A work-	<b>Within 15 Minutes 24x7x365</b>	Target restoration in less than 2 days – root cause resolution within 5 days

	around may be available.		
<b>3</b>	A non-urgent ticket that requires assistance during standard business workday coverage.	<b>Same Day or Within 1 Business Day</b>	Less than 7 Days
<b>4</b>	A minor ticket, a question or ticket that requires minor research or low-priority assistance during standard business workday coverage.	<b>Same Day or Within 1 Business Day</b>	Less than 10 Days

## 2. Service Improvement Plan

2.1 The Buyer shall be entitled to require the Supplier to produce and implement a service improvement plan ("Service Improvement Plan") in either of the following circumstances:

- a) P1 Issues: if there are >1 in 3 P1 Issues where either the Target Response Time and/or Target Resolution Time is not met; or
- b) P2 Issues: if there are >1 in 4 P2 Issues where either the Target Response Time and/or Target Resolution Time is not met.

2.2 Where the Target Response Time and/or Target Resolution Time for a subsequent P1 Issue (i.e. subsequent to the P1 Issues set out in sub-paragraph 6.1a) is not met, this shall constitute a failure of the Service Improvement Plan pursuant to which the Buyer is entitled to terminate the Call Off Contract in accordance with the Service Improvement Plan failure clause set out in Part A.

2.3 Where the Target Response Time and/or Target Resolution Time for a subsequent P2 Issue (i.e. subsequent to the P2 Issues set out in sub-paragraph 6.1b) is not met, this shall

constitute a failure of the Service Improvement Plan pursuant to which the Buyer is entitled to terminate the Call Off Contract in accordance with the Service Improvement Plan failure clause set out in Part A.

**Worked examples:**

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 2; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to terminate.

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and Target Resolution Time achievement in month 2; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and/or Target Resolution Time failure in month 4; the Buyer is entitled to terminate.

There is a P1 Target Response Time and/or Target Resolution Time failure in month 1; followed by a P1 Target Response Time and Target Resolution Time achievement in month 2; followed by a P1 Target Response Time and/or Target Resolution Time failure in month 3; the Buyer is entitled to require the Service Improvement Plan; there is a P1 Target Response Time and Target Resolution Time achievement in month 4; there is a P1 Target Response Time and/or Target Resolution Time failure in month 5; the Buyer is entitled to require the Service Improvement Plan etc.

**3. Supported Software Products**

SAP REDACTED TEXT under FOIA Section 43, Commercial interest

**4. Scope limitations**

4.1 Spinnaker is a software maintenance and support company. It reasonably assumes that;

- The Buyer has the rights to use the Supported Products for the duration of the contract, and will provide the Supplier with access to, and use of (as applicable), the Supported Products in connection with the services, including, the right to customise and/or configure each such software product for the benefit of the Buyer.
- The Buyers employees have a reasonable understanding and familiarity of the Software Products and have suitably qualified IT personnel,
- The Buyer will provide the Supplier with the resources, information and assistance as the Supplier may reasonably need in connection with the performance of the services and that the Suppliers ability to successfully perform the services in a timely manner is dependent on this.
- The Buyers authorised personnel or the Buyer's approved third party service providers will be available to test and apply issue resolution measures provided by the Supplier and the Buyer is responsible for all final testing prior to the application of fixes or updates to the Buyers production environments.
- The Buyer is responsible for making and storing back-ups of the supported products.

## **5. Service Management**

### **Buyer Liaison**

5.1 The Buyer's principal point of contact shall be REDACTED TEXT under FOIA Section 40, Personal Information. She will arrange a monthly review (or as agreed between the Buyer and the Supplier) with the Buyer to discuss the following:

- Supplier's performance to date
- Outstanding tickets
- Other services that the Buyer may want the Supplier to provide.

5.2 The Buyer will also be assigned a Supplier account manager who will be in charge



of the relationship, strategy, escalation, and commercials.

**6. Service Reviews**

6.1 Formal service reviews shall take place between the Buyer and the Supplier, either on-site at Buyer premises or remotely, as required by the Buyer. Such meetings shall initially take place at monthly intervals, but may, at the Buyer’s discretion, be moved to quarterly.

6.2 No less than five (5) calendar days’ prior to each service review meeting, the Supplier shall submit a service report to the Buyer. The format and content of the service report is to be agreed with the Buyer, however shall contain the following as a minimum:

- Issues and Service Requests raised in the service period
- Performance against the Service Levels in the service period
- Escalations

**Schedule 2: Call-Off Contract charges**

The detailed Charges breakdown for the provision of Services during the Initial Term are:

<b>Year 1</b>	<b>Year 1 Charges (exclusive of VAT)</b>
1st May 2024 – 30th April 2025	£48,000.00

**1. Extension Options**

<b>Year 2 Extn if used</b>	<b>Year 2 Charges (exclusive of VAT)</b>
1st May 2025 – 30th April 2026	£48,000.00

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

<b>Data Loss Event</b>	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR

<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

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

<b>Force Majeure</b>	<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"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force</li> </ul> <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> <li>• 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</li> </ul>
<b>Former Supplier</b>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
<b>Framework Agreement</b>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>



<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
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	defrauding or attempting to defraud or conspiring to defraud the Crown.
<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.

<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
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<b>Insolvency event</b>	<p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• 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</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <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>

<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

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

<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.

<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.

<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
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<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.



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

<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

<b>Service definition(s)</b>	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.

<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

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

## Schedule 7: UK GDPR Information

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

### RM1557.13 Schedule 7: Processing Data

#### Status of the Controller

1. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:
  - (a) "Controller" in respect of the other Party who is "Processor";
  - (b) "Processor" in respect of the other Party who is "Controller";
  - (c) "Joint Controller" with the other Party;
  - (d) "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Framework Agreement and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

#### Where one Party is Controller and the other Party its Processor

2. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
3. The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
4. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and
  - (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
5. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Framework Agreement:

- (a) Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
- (b) ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 34.5 of this Framework Agreement, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (c) ensure that:
  - (i) the Processor Personnel do not Process Personal Data except in accordance with the Framework Agreement (and in particular Annex 1 (Processing Personal Data));
  - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - (A) are aware of and comply with the Processor's duties under this Framework Agreement Schedule 7, Clauses 28 (Data protection), 34 (confidentiality) and 18 (Freedom of Information Act);
    - (B) are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Framework Agreement; and
    - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;
- (d) not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (ii) the Data Subject has enforceable rights and effective legal remedies;
  - (iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal

Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and

- (iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
  - (e) at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Framework Agreement unless the Processor is required by Law to retain the Personal Data.
6. Subject to paragraph 7 of this Framework Agreement Schedule 7, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Framework Agreement it:
- (a) receives a Data Subject Request (or purported Data Subject Request);
  - (b) receives a request to rectify, block or erase any Personal Data;
  - (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Framework Agreement;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
7. The Processor's obligation to notify under paragraph 6 of this Framework Agreement Schedule 7 shall include the provision of further information to the Controller in phases, as details become available.
8. Taking into account the nature of the Processing, the Processor shall provide the Controller with assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 6 of this Framework Agreement Schedule 7 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event;

and/or



- (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
- 9. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Framework Agreement Schedule 7. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 10. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 11. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 12. Before allowing any Sub-processor to Process any Personal Data related to the Framework Agreement, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing;
  - (b) obtain the written consent of the Controller;
  - (c) enter into a written agreement with the Subprocessor which give effect to the terms set out in this Framework Agreement Schedule 7 such that they apply to the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 13. The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 14. CCS may, at any time on not less than 30 Working Days' notice, revise this Framework Agreement Schedule 7 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Framework Agreement).
- 15. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. CCS may on not less than 30 Working Days' notice to the Supplier amend the Framework Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### Where the Parties are Joint Controllers of Personal Data

- 16. In the event that the Parties are Joint Controllers in respect of Personal Data under the Framework Agreement, the Parties shall implement paragraphs that are necessary to

comply with UK GDPR Article 26 based on the terms set out in Annex 2 to this Framework Agreement Schedule 7 (Processing Data).

## Independent Controllers of Personal Data

17. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
18. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
19. Where a Party has provided Personal Data to the other Party in accordance with paragraph 17 of this Framework Agreement Schedule 7 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
20. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Framework Agreement.
21. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Framework Agreement;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (Processing Personal Data).
22. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
23. A Party Processing Personal Data for the purposes of the Framework Agreement shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
24. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Framework Agreement ("Request Recipient"):

- (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
- 25. Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Framework Agreement and shall:
  - (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 26. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Framework Agreement as specified in Annex 1 (Processing Personal Data).
- 27. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Framework Agreement which is specified in Annex 1 (Processing Personal Data).
- 28. Notwithstanding the general application of paragraphs 2 to 15 of this Framework Agreement Schedule 7 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 16 to 27 of this Framework Agreement Schedule.

## 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
<p>Identity of Controller for each Category of Personal Data</p>	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below</p> <ul style="list-style-type: none"> <li>• Not applicable</li> </ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p>

	<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:</p> <ul style="list-style-type: none"><li>• Not applicable</li></ul> <p><b>The Parties are Joint Controllers</b></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"><li>• Not applicable</li></ul> <p><b>The Parties are Independent Controllers of Personal Data</b></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"><li>• <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 Personnel) engaged in performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i></li></ul>
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Duration of the Processing	The duration of the Call-Off Contract.
Nature and purposes of the Processing	<p>1. Processing and recording of detail in relation to the raising of support tickets / requests from the Authority (via any medium).</p> <p>2. Authority staff Personal Data recorded within Supplier internal systems used to support the delivery of support services to the Authority.</p>
Type of Personal Data	Through discussion and correspondence, Personal Data including (but not limited to) names, business email address and business telephone numbers for the purposes of delivering the services under this Call-Off contract only.
Categories of Data Subject	<p>Any directors, officers, employees, agents, consultants and contractors of the Authority (excluding the Supplier staff) for which the Authority is the Controller.</p> <p>Supplier Staff engaged in the performance of the Supplier's duties under the Contract for which the Authority is the Controller.</p>

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 Call-Off Contract unless longer retention is required by Law or the terms of this Call-Off Contract.