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**Technology Services 2 Agreement RM3804
Framework Schedule 4 - Annex 1**

Order Form

In this Order Form, capitalised expressions shall have the meanings set out in Call Off Schedule 1 (Definitions), Framework Schedule 1 or the relevant Call Off Schedule in which that capitalised expression appears.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of the Call Off Contract for the duration of the Call Off Period.

This Order Form should be used by Customers ordering Services under the Technology Services 2 Framework Agreement ref. RM3804 in accordance with the provisions of Framework Schedule 5.

The Call Off Terms, referred to throughout this document, are available from the Crown Commercial Service website <http://ccs-agreements.cabinetoffice.gov.uk/contracts/rm3804>, as amended from time to time, including any amendments to the Call Off Terms incorporated at the Call Off Commencement Date.

Section A General information

This Order Form is issued in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

Customer details

Customer organisation name
Crown Prosecution Service

Billing address

DTS ICT Financial Team, Crown Prosecution Service, 10th Floor – Zone A, 102 Petty France, London SW1H 9EA

Customer representative name

The CPS claims an exemption from publishing this information under Section 40(2) of the FOI Act 2000

Customer representative contact details

Click here to enter text. The CPS claims an exemption from publishing this information under Section 40(2) of the FOI Act 2000;

Supplier details

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Supplier name

CGI IT UK Limited (“Supplier”)

Supplier address

14th Floor, 20 Fenchurch Street, London EC3M 3BY

Supplier representative name

The CPS claims an exemption from publishing this information under Section 40(2) of the FOI Act 2000

Supplier representative contact details

The CPS claims an exemption from publishing this information under Section 40(2) of the FOI Act 2000

Order reference number

PR24 2018

Section B

Overview of the requirement

<p>Framework Lot under which this Order is being placed <i>Tick one box below as applicable (unless a cross-Lot Further Competition)</i></p>	<p>Customer project reference Please provide a project reference, this will be used in management information provided by suppliers to assist CCS with framework management</p> <p>PR 24 2018</p>
<p>1. TECHNOLOGY STRATEGY & SERVICES DESIGN <input type="checkbox"/></p>	<p>Call Off Commencement Date The date on which the Call Off Contract is formed – this should be the date of the last signature on Section E of this Order Form</p> <p>The execution date of this Call Off Contract is the Call Off Commencement Date.</p>
<p>2. TRANSITION & TRANSFORMATION <input type="checkbox"/></p>	
<p>3. OPERATIONAL SERVICES <input checked="" type="checkbox"/></p>	
<p>4. PROGRAMMES & LARGE PROJECTS</p>	
<p>a. OFFICIAL <input type="checkbox"/></p>	
<p>a. SECRET (& above) <input type="checkbox"/></p>	

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Call Off Contract Period (Term)

A period which does not exceed the maximum durations specified per Lot below:

Lot	Maximum Initial Term – Months (Years)	Extension Options – Months (Years)	Maximum permissible overall duration – Years (composition)
1	24 (2)	-	2
2	36 (3)	-	3
3	36 (3)	12 + 12 = 24 (1 + 1 = 2)	5
4	60 (5)	12 + 12 = 24 (1 + 1 = 2)	7 (5+1+1)

Call Off Initial Period

Commencing on the Call Off Commencement Date and ending 36 Months (3 years) from the Operational Services Commencement Date.

Call Off Extension Period (Optional)

+12 Months (1 year) +12 Months (1 year) if requested by the Customer in accordance with revised Clause 4 at Paragraph 1.2.2 of Section C below.

Minimum Notice Period for exercise of Termination Without Cause 90 days
(Calendar days) (see Call Off Clause 30.7)

Additional specific standards or compliance requirements

Include any conformance or compliance requirements over and above the Standards (including those listed at Paragraph 2.3 of Framework Schedule 2) which the Services must meet.
List below if applicable

1 GENERAL

The Parties agree that the Standards below shall apply under this Call Off Contract:

- 1.1 A “Standard” in this Call Off Contract is a document, established by consensus or by legislation and approved by a recognised body, that provides, for common and repeated use, rules, guidelines or characteristics for activities, products or their results.
- 1.2 Paragraphs 2, 3 and Table 1 below sets out certain Standards, Laws and methods, to which the Supplier must conform. It is the Supplier’s responsibility to ensure their obligations are fully discharged. Where Paragraphs 2, 3 and Table 1 below refer to any Laws with which the Supplier must comply, this is without prejudice to the Supplier’s broader obligations to adhere to applicable Laws in accordance with this Call Off Contract.

2 STANDARDS THAT ARE APPLICABLE

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- 2.1 The Supplier shall deliver the Services in accordance with the following Standards and those set forth in Table 1 or in each case their replacement or equivalent from time to time (and where a general category is identified, the Supplier shall notify the Customer upon request of, and shall comply with, the relevant Standards within that category in accordance with Good Industry Practice):
- 2.1.1 All applicable Laws.
 - 2.1.2 Relevant operating system Standards.
 - 2.1.3 Relevant communications Standards.
 - 2.1.4 Relevant quality management (e.g. conformance to ISO 9000 Standards).
 - 2.1.5 Systems development Standards (e.g. use of SSADM Standards or equivalent).
 - 2.1.6 Service management Standards (e.g. follow the guidelines contained in the Office of Government Commerce's IT Infrastructure Library (ITIL Guidelines) for delivering the service).
 - 2.1.7 Relevant project management Standards (e.g. use of PRINCE or equivalent).
 - 2.1.8 Relevant risk management Standards (e.g. use of HMG IAS1/2 risk assessment method or similar).
 - 2.1.9 ISO/IEC 27001:2013, ISO/IEC 27002: 2013 and ISO22301:2012 and ISO27031:2011 relating to business continuity management.
 - 2.1.10 Safety of DP Equipment IEC380.
 - 2.1.11 Human Factors - Ergonomics BS7179.
 - 2.1.12 Health and Safety at Work Act 1974.
 - 2.1.13 Equality Act 2010.
 - 2.1.14 Data Protection Legislation.
 - 2.1.15 Freedom of Information Act 2000.

3 POLICIES AND STANDARDS

- 3.1 The Supplier shall comply with all legislative and policy requirements explicitly or impliedly required by this Call Off Contract.
- 3.2 The Supplier's project management procedures shall be compatible with PRINCE 2 and the Supplier shall manage the provision of new systems and changes to systems as a project in accordance with the agreed project management methodology.
- 3.3 The Supplier shall ensure that any external data links (including but not limited to any established pursuant to the PSN community security policy and code of connection) are protected in accordance with relevant UK government policy,

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Standards and guidance and that these links are fully documented within the relevant assurance case (formerly RMADS - Risk Management and Accreditation Document Set).

- 3.4 The Supplier shall conform to diversity needs as governed by applicable Law (including the Equality Act 2010) and the Customer’s diversity policy (which may be published from time to time on the Customer’s website). This includes, but is not limited to, Standards that are appropriate for use of screens for the visually impaired and keyboards for the physically impaired.
- 3.5 The Supplier shall only employ the services of third party vendors and suppliers who conform to the Laws and Standards covered by this Call Off Contract in delivering the Services.
- 3.6 The Supplier shall only provide and/or utilise CE marked components (where such components are within the scope of the Laws requiring CE marking) from reputable manufacturers that conform to the appropriate Standards specified in this Call Off Contract or under applicable Law and shall ensure that all Components of the hardware and networks comprising the Services shall operate in accordance with their technical specifications and the Standards.
- 3.7 The Supplier shall take reasonable steps to support the Customer in adhering to the Customer’s own environmental management policy (including in relation to the manner of delivery of the Services by the Supplier).
- 3.8 The Supplier shall take reasonable steps to support the Customer in achieving the Customer’s own sustainability/green targets (including in relation to the manner of delivery of the Services by the Supplier).
- 3.9 The Supplier shall collate waste statistics in connection with the Services, which shall provide to the Customer Representative in the form of a written report on a quarterly basis with an annual summary being provided within 10 Working Days after 31 March of each year during the Call Off Contract Period. The quarter days for these purposes are 1 January, 1 April, 1 July and 1 October. This report should provide waste arising statistics broken down by waste going to landfill, recycle and reuse statistics.
- 3.10 The Supplier shall provide an annual written report on sustainability in connection with the Services which shall be presented to the Customer Representative within 10 Working Days of each anniversary of the Call Off Commencement Date.

Table 1: Standards

	SUBJECT MATTER	STANDARDS
1.	Relevant quality management	ISO 9000 Standards
2.	Systems development Standards	SSADM Standards or equivalent, incl. AMD 8939
3.	Service management Standards	Information Technology Infrastructure Library (ITIL) Guidelines
4.	Relevant project management Standards	PRINCE or equivalent
5.	Relevant risk management Standards	HMG IAS1/2 risk assessment method or

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		similar
6.	ISO/IEC	ISO/IEC 27001:2013, ISO/IEC 27002: 2013, ISO22301:2012, ISO27031:2011
7.	Safety of DP Equipment IEC380	
8.	Human Factors	Ergonomics BS EN 29241-1:1993, ISO 9241-1:1992
9.	Health and Safety at Work	Health and Safety at Work Act 1974
10.	Diversity	Freedom of Information Act 2000
11.	Data Protection Legislation	Data Protection Act 2018 General Data Protection Regulations 2018 Law Enforcement Directive 20189
12.	RMADS - Risk Management and Accreditation Document Set	
13.	Safety of Information Technology Equipment including Electrical Business Equipment	BS EN 60950-22:2017
14.	Safety of DP Equipment	BS 7002:1992
15.	Safety of Electrically Energised Office Machines	UL-1950
16.	Safety of Apparatus for Connection to BT Networks	BABT approval Telecommunications Act 1981
17.	Connection to Networks provided by Licensed Telecommunications Operators	BS EN 62949:2017
18.	Data network cabling, both copper and fibre optic	Fibre optic cable, CAT6
19.	Radiation Safety of Laser Products	EN 60 825
20.	Safety of LANs	ECMA – 97
21.	Equipment Classification, Requirements and Users Guide	IEC 825
22.	Electrical Interference	BS EN 55 014 (Standard under review)
23.	Radio Frequency	CISPR 14-1:2016
24.	Radio Disturbance	BS EN 55022:1998, CISPR 22:1997.
25.	Spurious Signals	BS EN 55022:1995 BS 6527 CISPR 22/EN 55022 1993
26.	Electromagnetic Compatibility	BS EN 61000-6-3:2001 BS EN 61000-6-1:2001 IEC 801 Part 2 & 3 BS EN 61000-4-3:1997
27.	Human Factors – Ergonomics	BS EN 29241-1:1993
28.	Visual Displays	BS EN ISO 9241-303:2008
29.	Keyboards	EN 29 241 Part 4 BS EN 29241-1:1993 PD CEN ISO/TS 9241-411:2014, BS EN ISO 9241-400:2007, BS EN ISO 9241-410:2008+A1:2012, BS EN ISO 9241-420:2011
30.	Laser Safety E.G. Printers	BS EN 62471:2008
31.	Noise	ECMA 109 2016 ECMA 160 1992
32.	Quality	EN 29 001 ISO 9001 BS 5750 Part 1 BS 5750-4:1994 BS ISO 9000-2:1997.

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33.	Code of Practice for IT Service Management	DISC PD 0005:1995
34.	Environmental Management	ISO 14001
35.	Development and maintenance of public facing web sites.	Guidelines for UK Government Websites (e-Envoy)
36.	Diversity Needs	Equality Act 2010 (Specific Duty) Regulations 2011 Customer's Diversity Policy
37.	Security Standards	HMG Security Policy Framework HMG InfoSec Standards CESG / NCSC Good Practice Guides NCSC Cloud Security Principles ISO27001:2013 ISO27002:2013
38.	CJIU Standards	UK Government Interoperability Framework (e-GIF) Draft Version 6.1
39.	Disaster recovery services	ISO22301:2012 ISO27031:2011
40.	IEEE	Institute of Electronics and Electrical Engineers Standards
41.	Confidential Network	HMG IA Standard 1 risk calculation and a privacy Impact Assessment (PIA)
42.	Code of Connection (CoCo) for the x.GSI	As published by OGC Buying Solutions
43.	GSI Code of Connection for GSI	As published by OGC Buying Solutions
44.	CJX Code Of Connection	As published by ACPO
45.	Code of Connection and related documentation for the GCF	As published by the Government Procurement Service

Customer's ICT and Security Policy

Where the Supplier is required to comply with the Customer's ICT Policy and Security Policy then append to this Order Form as a clearly marked document

The Customer's baseline Security Requirements and basic Customer Security Policy are included in the Call Off Contract at Annex 8-1 and Annex 8-3, respectively, to Call Off Schedule 8 (Security).

Security Management Plan

Where the Supplier is required to provide the Customer with the Security Management Plan then append to this Order Form as a clearly marked document

See Call Off Schedule 8 (Security).

**Section C
Customer Core Services Requirements**

Please provide details of all Services required including the locations where the Supplier is required to provide the Services Ordered.

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Services

List below or append as a clearly marked document to confirm the Services which the Supplier shall provide to the Customer (which could include the Customer's requirement and the Supplier's response to the Further Competition Procedure)

See Call Off Schedule 14 (Services)

Location/Site(s) for provision of the Services

The Customer delivers territorial services to England and Wales. The Supplier is not required to attend or deliver operational services to Users at Customer locations (except for attending governance and business meetings) but the Supplier is required to locate data processing in the UK.

The Supplier shall attend the IT Clinics at Customer Premises, as such IT Clinics are referenced in Schedule 2 (Call Off Contract Charges, Payment and Invoicing).

Additional Clauses (see Annex 3 of Framework Schedule 4)

Those Additional Clauses selected below shall be incorporated into this Call Off Contract:

- The Additional Clauses identified in this Section C below were agreed by the Parties at the Call Off Commencement Date and shall apply to this Call Off Contract.
- However, the Additional Clauses set out in Annex 3 of Framework Schedule 4 are not selected by the Customer and therefore are not being used under this Call Off Contract, including the Optional Clauses from Annex 3 of Framework Schedule 4.

Applicable Call Off Contract Terms

Tick any applicable boxes below

A: SERVICES – Mandatory

Lot 3 (Lot 4a + 4b where Lot 3 services are included) – this section applies to this Call Off Contract.



A: PROJECTS – Optional

Lots 1 and 2

Optional Clauses

Can be selected to apply to any Order

This section is not being used under this Call Off Contract. Instead see the Additional Clauses and Amended Clauses in Section C below.

Tick any applicable boxes below

C: Call Off Guarantee



D: Relevant Convictions



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<p>A1: Testing <input type="checkbox"/></p> <p>A2: Key Personnel <input type="checkbox"/></p> <p>B: SERVICES – Optional Lots 3 and 4a and 4b</p> <p>This section is not being used under this Call Off Contract. Instead see the Additional Clauses and Amended Clauses in Section C below.</p> <p>B1: Business Continuity and Disaster Recovery <input type="checkbox"/></p> <p>B2: Continuous Improvement & Benchmarking <input type="checkbox"/></p> <p>B3: Supplier Equipment <input type="checkbox"/></p> <p>B4: Maintenance of the ICT Environment <input type="checkbox"/></p> <p>B5: Supplier Request for Increase of the Call Off Contract Charges <input type="checkbox"/></p> <p>B6: Indexation <input type="checkbox"/></p> <p>B7: Additional Performance Monitoring Requirements <input type="checkbox"/></p>	<p>E: Security Requirements <input type="checkbox"/></p> <p>F: Collaboration Agreement <i>Where required please complete and append to this Order Form as a clearly marked document (see Call Off Schedule F).</i> <input type="checkbox"/></p> <p>G: Security Measures <input type="checkbox"/></p> <p>H: MOD Additional Clauses <input type="checkbox"/></p> <p>Alternative Clauses</p> <p><input type="checkbox"/> This section is not being used under this Call Off Contract. Instead see the Additional Clauses and Amended Clauses in Section C below.</p> <p><input type="checkbox"/> To replace default English & Welsh Law, Crown Body and FOIA subject base Call Off Clauses</p> <p><input type="checkbox"/> <i>Tick any applicable boxes below</i></p> <table border="1" style="width: 100%;"> <tr> <td style="padding: 2px;"> <p>Scots Law <input type="checkbox"/></p> <p>Or <input type="checkbox"/></p> </td> </tr> <tr> <td style="padding: 2px;"> <p>Northern Ireland Law <input type="checkbox"/></p> </td> </tr> </table> <p><input type="checkbox"/> Non-Crown Bodies <input type="checkbox"/></p> <p><input type="checkbox"/> Non-FOIA Public Bodies <input type="checkbox"/></p>	<p>Scots Law <input type="checkbox"/></p> <p>Or <input type="checkbox"/></p>	<p>Northern Ireland Law <input type="checkbox"/></p>
<p>Scots Law <input type="checkbox"/></p> <p>Or <input type="checkbox"/></p>			
<p>Northern Ireland Law <input type="checkbox"/></p>			

Collaboration Agreement (see Call Off Clause F)

This section is not being used under this Call Off Contract. Instead see the Additional Clauses and Amended Clauses in Section C below.

Organisations required An executed Collaboration Agreement shall be delivered

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to collaborate
(Collaboration Suppliers) from the Supplier to the Customer within the stated number of Working Days from the Call Off Commencement Date

OR

An executed Collaboration Agreement from the Supplier has been provided to the Customer and is attached to this Order Form.
tick box (right) and append as a clearly marked complete document

Licensed Software Where Software owned by a party other than the Customer is used in the delivery of the Services list product details under each relevant heading below.

Supplier Software	Third Party Software
See Call Off Schedule 9 (Software and Assets)	See Call Off Schedule 9 (Software & Assets)

Customer Property

Items licensed by the Customer to the Supplier (including any Customer Software, Customer Assets, Customer System, Customer Background IPR and Customer Data)
List below if applicable (see Call Off Clause 21)

See Call Off Clause 21 and Call Off Schedule 9 (Software and Assets).

Call Off Contract Charges and Payment Profile

Include Charges payable by the Customer to the Supplier (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

See Call Off Schedule 2 (Charges, Payment and Invoicing).

Undisputed Sums Limit (£) £300,000 exc. VAT
Insert right (see Call Off Clause 31.1.1)

Delay Period Limit (calendar days) 90 calendar days.
Insert right (see Call Off Clause 5.4.1(b)(ii))

Call Off Contract Charges (£) for the period of 12 Months commencing on the Operational Services Commencement Date *The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000*

Enhanced Insurance Cover

Where a specific Call Off Contract requires a higher level of insurance cover than the £1m default in Framework Schedule 14 please specify below

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- Third Party Public Liability Insurance (£): Five million pounds (£5,000,000 GBP)
- Professional Indemnity Insurance (£): Ten million pounds (£10,000,000 GBP)
- Insurance relating to Customer Assets: Three million pounds (£3,000,000 GBP)

Transparency Reports (see Call Off Clause 23.4)

If required by the Customer populate the table below to describe the detail (titles are suggested examples)

Title	Content	Format	Frequency
Performance Monitoring	To be agreed by the Parties during Implementation and as varied from time to time in accordance with the Change Control Procedure	Electronic copies, with hardcopy on request of the Customer	Monthly
Finance	Agreed during Implementation and as varied from time to time in accordance with the Change Control Procedure	Electronic copies, with hardcopy on request of the Customer	Monthly

Quality Plans (see Call Off Clause 7.2)

Time frame for delivery of draft Quality Plans from the Supplier to the Customer – 14 Working Days from the Call Off Commencement Date.

Where applicable insert right

Implementation Plan

Time frame for delivery of a Detailed Implementation Plan from the Supplier to the Customer – 20 Working Days from the Call Off Commencement Date (Working Days) as set out in Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel).

BCDR

An executed BCDR Plan from the Supplier is required prior to entry into the Call Off Contract *tick box (right) and append as a clearly marked complete document*

Time frame for delivery of a BCDR Plan from the Supplier to the Customer – As set out in Call Off Schedule 10 (Business Continuity and
 from the Call Off Commencement Date (Working Days)

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	Disaster Recovery)
Disaster Period (calendar days)	As set out in Call Off Schedule 10 (Business Continuity and Disaster Recovery)

Supplier Equipment See replacement Clause 54 in this Section C at Paragraph 1.1.8 below.

X - Service Failures (number) <i>Where applicable insert right</i>	2	Y – Period (Months) <i>Where applicable insert right</i>	6
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Key Personnel & Customer Responsibilities

List below or append as a clearly marked document to include Key Roles

See Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel).

Key Personnel

List below or append as a clearly marked document to include Key Roles

Customer Responsibilities

List below or append as a clearly marked document

See Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel)

See Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel)

Relevant Conviction(s)

Where applicable the Customer to include details of Conviction(s) it considers relevant to the nature of the Services.

See replacement Call Off Clause 63 in this Section C at Paragraph 1.1.18 below.

Appointment as Agent (see Call Off Clause 19.5.4 / 19.5.5)

Insert details below or append as a clearly marked document

Specific requirement and its relation to the Services

Other CCS framework agreement(s) to be used

Not applicable

Not applicable

SERVICE LEVELS AND SERVICE CREDITS

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- **Service Levels:** See Annex 1 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- **Critical Service Level Failure** – See Annex 2 of Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- The number of Service Level Performance Criteria for the purpose of Call Off Clause 8.6 shall be: **Not applicable.**
- **Service Credits** - The formula for calculation of Service Credits is set out in Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).
- **Service Credit Cap** – see Part A of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring).

Additional Performance Monitoring Requirements

Technical Board (see paragraph 2 of Call Off Schedule B7) – where required

Not applicable.

1. ADDITIONAL CLAUSES, AMENDED CLAUSES AND LIST OF CALL OFF SCHEDULES

1.1 ADDITIONAL CLAUSES

The following new Clauses will be added to the Call Off Terms:

1.1.1 Clause 47 - List of Call Off Schedules

The following Call Off Schedules are incorporated into the Call Off Contract:

- Call Off Schedule 1 (Definitions)
- Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing)
- Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring)
- Call Off Schedule 4 (Dispute Resolution Procedure)
- Call Off Schedule 5 (Change Control Procedure)
- Call Off Schedule 6 (Transparency Reports)
- Call Off Schedule 7 (Testing)
- Call Off Schedule 8 (Security)
- Call Off Schedule 9 (Software and Assets)
- Call Off Schedule 10 (Business Continuity and Disaster Recovery)
- Call Off Schedule 11 (Exit Management)
- Call Off Schedule 12 (Staff Transfer)
- Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel)
- Call Off Schedule 14 (Services)
- Call Off Schedule 15 (Data Protection)
- Call Off Schedule 16 (Cooperation Agreement)

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- Call Off Schedule 17 (Governance)

1.1.2 Clause 48 - References to various Call Off Schedules

48.1 In addition, to Call Off Schedule 1 (Definitions) to Call Off Schedule 6 (Transparency Reports), the new Call Off Schedules 7 (Testing) to Call Off Schedule 17 (Governance) shall apply to this Call Off Contract. The Parties shall comply with their respective obligations and responsibilities under Call Off Schedules 1 (Definitions) to Call Off Schedule 17 (Governance) and any other Call Off Schedules added to this Call Off Contract from time to time.

48.2 References to the following Call Off Schedules in the Call Off Contract shall be changes as follows:

Applicable name / reference	The name / reference in the first column opposite replaces the name / reference below in this column
Call Off Schedule 7 (Testing)	Call Off Schedule A1 (Testing)
Call Off Schedule 8 (Security)	Call Off Schedule E (Security)
Call Off Schedule 9 (Software and Assets)	N/A
Call Off Schedule 10 (Business Continuity and Disaster Recovery)	Call Off Schedule B1 (Business Continuity and Disaster Recovery)
Call Off Schedule 11 (Exit Management)	Call Off Schedule 8 (Exit Management)
Call Off Schedule 12 (Staff Transfer)	Call Off Schedule A3 (Staff Transfer)
Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and key Personnel)	N/A
Call Off Schedule 14 (Services)	N/A
Call Off Schedule 15 (Data Protection)	N/A
Call Off Schedule 16 (Cooperation Agreement)	Call Off Schedule F (Collaboration Agreement)
Call Off Schedule 17 (Governance)	N/A

1.1.3 Clause 49 - Location/Sites of Delivery

The Supplier shall provide the Services to the Users.

1.1.4 Clause 50 - Quality Plans

Within fourteen (14) Working Days, the Supplier shall provide draft Quality Plans to the Customer that align with and deliver to the laws, practices, standards and policies identified in Clauses 6.1.3 and 7.2.

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1.1.5 Clause 51 - Agency Manager

The Supplier acknowledges that the Customer may at any time and at its sole discretion appoint one or more agents to act as Agency Manager in pursuance of any of the Customer's rights or to perform any of the Customer's obligations or functions under this Call Off Contract. Accordingly, the Supplier agrees to deal with such appointed Agency Manager as directed by the Customer from time to time. The Supplier shall comply with its obligations in relation the Agency Manager as set out in Category 3 of Part A of Call Off Schedule 14 (Services).

1.1.6 Clause 52 – Call Off Guarantee

52.1 Where the Customer has stipulated during a Further Competition Procedure that the award of this Call Off Contract shall be conditional upon receipt of a Call Off Guarantee, then, on or prior to the Call Off Commencement Date or on any other date specified by the Customer, the Supplier shall deliver to the Customer:

52.1.1 an executed Call Off Guarantee from a Call Off Guarantor; and

52.1.2 a certified copy extract of the board minutes and/or resolution of the Call Off Guarantor approving the execution of the Call Off Guarantee.

52.2 The Customer may in its sole discretion at any time agree to waive compliance with the requirement in Clause 52.1 above by giving the Supplier notice in writing. As at the Call Off Commencement Date, the Customer confirms that it does not require the Supplier to enter into a Call Off Guarantee on or prior to the Call Off Commencement Date.

52.3 Where under Clause 52.2 above the Customer agrees not to require a Call Off Guarantee at the Call Off Commencement Date and without prejudice to the Customer's rights and remedies under this Call Off Contract or at Law, the Customer reserves the right to require the Supplier to enter into or put in place (and the Supplier shall enter into or put in place), as applicable, a Call Off Guarantee or a financial or performance bond in the form required by the Customer if the Customer has any concerns at any time during the Call Off Contract Period about the Supplier's financial standing or ability to perform its obligations or meet its liabilities under this Call Off Contract.

1.1.7 Clause 53 (No Exclusivity)

The Supplier is not appointed as an exclusive supplier of any of the Services and the Customer may at any time perform itself, or procure from a third party, services that are equivalent to the Services. For the avoidance of doubt, nothing in this Clause 53 shall entitle the Customer to remove any contracted scope under this Call Off Contract without going through the relevant termination, change or removal of scope provisions set out in this Call Off Contract.

1.1.8 Clause 54 (Supplier Equipment)

54.1 Subject to Clause 54.4, the Supplier shall provide all Supplier Assets and other assets and rights necessary to enable it to provide the Services.

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- 54.2 The Supplier shall procure the Supplier Procured Assets and the Supplier Procured Software during Implementation as provided in the Implementation Plan or as otherwise agreed between the Parties in writing.
- 54.3 The Supplier shall comply with the provisions of Paragraph 4 and 8 of Call Off Schedule 9 (Software and Assets) in respect of the Supplier Procured Assets and the Supplier Procured Software (as applicable) during the Call Off Contract Period and on expiry, termination or removal of a Service.
- 54.4 For the avoidance of doubt, the Supplier shall be responsible for maintaining the Supplier Procured Assets and the Supplier Procured Software, including without limitation managing all Third Party Contracts in respect of the same.
- 54.5 The Customer shall provide the Customer Assets and the Customer Software to the Supplier (including in respect of Customer Software rights of use to the Supplier (unless otherwise prevented by third party agreements) and the Supplier shall unless otherwise agreed use such Customer Assets and Customer Software in its performance of the Services.
- 54.6 The Supplier shall comply with the provisions of Paragraphs 2 and 6 of Call Off Schedule 9 (Software and Assets) in respect of the Customer Assets and the Customer Software during the Call Off Contract Period and on expiry, termination or removal of a Service.
- 54.7 The Supplier shall be responsible for maintaining the Customer Assets and Customer Software in accordance with Call Off Schedule 9 (Software and Assets), including without limitation managing all Third Party Contracts in respect of the same.
- 54.8 If, after the Call Off Commencement Date, the Customer wishes the Supplier to procure additional Supplier Procured Assets or Supplier Procured Software, it shall do so through the Change Control Procedure. The provisions of this Clause 54 shall apply to such additional Supplier Procured Assets or Supplier Procured Software (as applicable).
- 54.9 If, after the Call Off Commencement Date, the Customer wishes to provide additional Customer Software or Customer Assets, it shall do so through the Change Control Procedure. The provisions of this Clause 54 shall apply to such additional Customer Software or Customer Assets (as applicable).
- 54.10 The Customer and any other owner of the Customer Assets and the Customer Software offer no warranty as to the condition or suitability for the Services of the Customer Assets and the Customer Software.
- 54.11 All Supplier Exclusive Assets and Supplier Exclusive Software shall be used by the Supplier solely for the purposes of providing the Services to the Customer and shall not be used for the Supplier's own purposes or in providing any other services to third parties.
- 54.12 The Supplier shall be solely responsible for obtaining all permits relating to and for the cost of carriage of Supplier Assets to the Sites and to the Customer Premises, including its import and clearance through customs,

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payment of any duties or imposts, off-loading, removal of all packaging and all other associated costs. If the Customer wishes to follow a particular process the Supplier shall cooperate with the Customer in this. Likewise on termination or expiry of this Call Off Contract, except where the Customer acquires such equipment and does not wish it to be removed the Supplier shall be responsible for the removal of all relevant Supplier Assets from the Customer Premises, including the cost of packing, carriage and making good the Customer Premises or any objects contained therein following removal.

54.13 All the Supplier's property located on the Sites and Customer Premises, including Supplier Assets, shall remain at the sole risk and responsibility of the Supplier, except that the Customer shall be liable for loss of or damage to any of the Supplier's property located on Customer Premises which is due to the negligent or malicious act or omission of the Customer. Where such negligent or malicious act or omission affects the Supplier's ability to provide the Services, this shall be a Customer Cause. The Supplier shall be liable for loss of or damage to any of the Customer Assets caused by any act or omission by the Supplier, its Affiliates, its and their employees, officers, agents or Sub-Contractors.

1.1.9 Clause 55 – Cooperation Agreement

Any reference to the "Collaboration Agreement" in this Call Off Contract shall be deemed a reference to the "Cooperation Agreement". The Cooperation Agreement in Call Off Schedule 16 (Cooperation Agreement) shall apply if requested by the Customer.

1.1.10 Clause 56 – Outline Implementation Plan

The agreed Outline Implementation Plan at the Call Off Commencement Date is set out in Annex A of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel).

1.1.11 Clause 57 – Delay Payments

The Parties agree that Delay Payments shall apply and they shall be calculated in accordance with Clause 5.4 of the Call Off Terms and Paragraph 8 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing).

1.1.12 Clause 58 – Testing

The Parties shall comply with any provisions set out Call Off Schedule 7 (Testing).

1.1.13 Clause 59 – Business Continuity and Disaster Recovery

The Parties shall comply with the provisions of Call Off Schedule 10 (Business Continuity and Disaster Recovery).

1.1.14 Clause 60 – Continuous Improvement

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- 60.1 The Supplier shall have an ongoing obligation throughout the Call Off Contract Period to identify new or potential improvements to the provision of the Services in accordance with this Clause 60 with a view to reducing the Customer's costs (including the Call Off Contract Charges) and/or improving the quality and efficiency of the Services and their supply to the Customer. As part of this obligation the Supplier shall identify and report to the Customer once every twelve (12) months:
- 60.1.1 the emergence of new and evolving relevant technologies which could improve the ICT Environment, Sites and/or the provision of the Services, and those technological advances potentially available to the Supplier and the Customer which the Parties may wish to adopt;
 - 60.1.2 new or potential improvements to the provision of the Services including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Services;
 - 60.1.3 changes in business processes and ways of working that would enable the Services to be provided at lower costs and/or at greater benefits to the Customer; and/or
 - 60.1.4 changes to the ICT Environment, Sites, business processes and ways of working that would enable reductions in the total energy consumed annually in the provision of the Services.
- 60.2 The Supplier shall ensure that the information that it provides to the Customer shall be sufficient for the Customer to decide whether any improvement should be implemented. The Supplier shall provide any further information that the Customer requests.
- 60.3 If the Customer wishes to incorporate any improvement identified by the Supplier, the Customer shall request a Variation in accordance with the Variation Procedure and the Supplier shall implement such Variation as follows:
- 60.3.1 where such Variations are agreed to be continuous improvement to the Services such Variations shall be at no additional cost to the Customer; and
 - 60.3.2 where such Variations are agreed to be transformational or innovations to the Services such Variations shall be subject to the Change Control Procedure.

1.1.15 Clause 61 – Benchmarking

- 61.1 Notwithstanding the Supplier's obligations under Clause 60 (Continuous Improvement), upon the lapse of a period of one (1) year from the OSCD, the Customer shall be entitled to regularly, not exceeding once per calendar year, benchmark the Call Off Contract Charges and level of performance by the Supplier of the supply of the Services, against other suppliers providing services substantially the same as the Services during the Call Off Contract Period.

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- 61.2 The Customer, acting reasonably, shall be entitled to use any model to determine the achievement of value for money and to carry out the benchmarking evaluation referred to in Clause 61.1 above.
- 61.3 The Customer shall be entitled to disclose the results of any benchmarking of the Call Off Contract Charges and provision of the Services to the Authority and any Contracting Body (subject to the Contracting Body entering into reasonable confidentiality undertakings).
- 61.4 The Supplier shall use all reasonable endeavours and act in good faith to supply information required by the Customer in order to undertake the benchmarking and such information requirements shall be at the discretion of the Customer.
- 61.5 Subject to Clause 61.3 above, where, as a consequence of any benchmarking carried out by the Customer, the Customer decides improvements to the Services should be implemented such improvements shall be implemented by way of the Variation Procedure at no additional cost to the Customer.
- 61.6 Subject to Clause 61.3 above, the benefit of any work carried out by the Supplier at any time during the Call Off Contract Period to update, improve or provide the Services, facilitate their delivery to any other Contracting Body and/or any alterations or variations to the Charges or the provision of the Services, which are identified in the Continuous Improvement Plan produced by the Supplier and/or as a consequence of any benchmarking carried out by the Authority pursuant to Framework Schedule 12 (Continuous Improvement and Benchmarking), shall be implemented by the Supplier in accordance with the Variation Procedure and at no additional cost to the Customer.

1.1.16 Clause 62 – Key Personnel

- 62.1 This Clause 62 shall apply if so specified in the Order Form, or elsewhere in this Call Off Contract. The Parties have agreed to the appointment of the Key Personnel. Part E of Call Off Schedule 13 (Implementation Plan, Customer Responsibilities and Key Personnel) lists the key roles (“**Key Roles**”) and names of the persons who the Supplier shall appoint to fill those Key Roles at the Call Off Commencement Date.
- 62.2 The Supplier shall ensure that the Key Personnel fulfil the Key Roles at all times during the Call Off Contract Period.
- 62.3 The Customer may identify any further roles as being Key Roles and, following agreement to the same by the Supplier, the relevant person selected to fill those Key Roles shall be included on the list of Key Personnel.
- 62.4 The Supplier shall not remove or replace any Key Personnel (including when carrying out its obligations under Call Off Schedule 11 (Exit Management)) unless:
- 62.4.1 requested to do so by the Customer;
 - 62.4.2 the person concerned resigns, retires or dies or is on maternity or long-term sick leave;
 - 62.4.3 the person’s employment or contractual arrangement with the Supplier or a Sub-Contractor is terminated for material breach of contract by the employee; or

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62.4.4 the Supplier obtains the Customer's prior written consent (such consent not to be unreasonably withheld or delayed).

62.5 The Supplier shall:

62.5.1 notify the Customer promptly of the absence of any Key Personnel (other than for short-term sickness or holidays of two (2) weeks or less, in which case the Supplier shall ensure appropriate temporary cover for that Key Role);

62.5.2 ensure that any Key Role is not vacant for any longer than ten (10) Working Days;

62.5.3 give as much notice as is reasonably practicable of its intention to remove or replace any member of Key Personnel and, except in the cases of death, unexpected ill health or a material breach of the Key Personnel's employment contract, this will mean at least three (3) Months' notice;

62.5.4 ensure that all arrangements for planned changes in Key Personnel provide adequate periods during which incoming and outgoing personnel work together to transfer responsibilities and ensure that such change does not have an adverse impact on the provision of the Services; and

62.5.5 ensure that any replacement for a Key Role:

- (i) has a level of qualification and experience appropriate to the relevant Key Role; and
- (ii) is fully competent to carry out the tasks assigned to the Key Personnel whom he or she has replaced.

62.5.6 shall and shall procure that any Sub-Contractor shall not remove or replace any Key Personnel during the Call Off Contract Period without Approval.

62.6 The Customer may require the Supplier to remove any Key Personnel that the Customer considers in any respect unsatisfactory. The Customer shall not be liable for the costs of replacing any Key Personnel.

1.1.17 Clause 63 – Relevant Convictions

63.1 Where specified in the Order Form or elsewhere in this Call Off Contract, the Supplier shall ensure that no person who discloses that he has a Relevant Conviction, or who is found to have any Relevant Convictions (whether as a result of a police check or through the procedure of the Disclosure and Barring Service (DBS) or otherwise), is employed or engaged in any part of the provision of the Services without the Approval.

63.2 The Supplier shall not (and shall ensure that any Sub-Contractor shall not) engage or continue to employ in the provision of the Services any person who has a Relevant Conviction or an inappropriate record.

1.1.18 Clause 64 – Staff Transfer

64.1 The Parties agree that:

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64.1.1 where the commencement of the provision of the Services or any part of the Services results in one or more Relevant Transfers, Call Off Schedule 12 (Staff Transfer) shall apply as follows:

(a) where the Relevant Transfer involves the transfer of Transferring Customer Employees, Part A of Call Off Schedule 12 (Staff Transfer) shall apply;

(b) where the Relevant Transfer involves the transfer of Transferring Former Supplier Employees, Part B of Call Off Schedule 12 (Staff Transfer) shall apply;

(c) where the Relevant Transfer involves the transfer of Transferring Customer Employees and Transferring Former Supplier Employees, Parts A and B of Call Off Schedule 12 (Staff Transfer) shall apply; and

(d) Part C of Call Off Schedule 12 (Staff Transfer) shall not apply;

64.1.2 where commencement of the provision of the Services or a part of the Services does not result in a Relevant Transfer, Part C of Call Off Schedule 12 (Staff Transfer) shall apply and Parts A and B of Call Off Schedule 12 (Staff Transfer) shall not apply; and

64.1.3 Part D of Call Off Schedule 12 (Staff Transfer) shall apply on the expiry or termination of the Services or any part of the Services.

64.2 The Supplier shall both during and after the Call Off Contract Period indemnify the Customer against all Employee Liabilities that may arise as a result of any claims brought against the Customer by any person where such claim arises from any act or omission of the Supplier or any Supplier Personnel.

1.1.19 Clause 65 – Security Requirements

65.1 The Supplier shall comply with the Security Policy and the requirements of Call Off Schedule 8 (Security) including the Security Management Plan (if any) and shall ensure that the Security Management Plan produced by the Supplier fully complies with the Security Policy.

65.2 The Customer shall notify the Supplier of any changes or proposed changes to the Security Policy.

65.3 If the Supplier believes that a change or proposed change to the Security Policy will have a material and unavoidable cost implication to the provision of the Services it may propose a Variation to the Customer. In doing so, the Supplier must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs. Any change to the Call Off Contract Charges shall then be subject to the Variation Procedure.

65.4 Until and/or unless a change to the Call Off Contract Charges is agreed by the Customer pursuant to the Variation Procedure the Supplier shall continue to provide the Services in accordance with its existing obligations.

1.1.20 Clause 66 – Exit Management

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The Parties shall comply with the exit management provisions set out in Call Off Schedule 11 (Exit Management).

1.1.21 Clause 67 – Counterparts

This Call Off Contract may be executed in counterparts each of which when executed and delivered shall constitute an original but all counterparts together shall constitute one and the same instrument.

1.1.22 Clause 49 (Collaboration Agreement)

If requested by the Customer in writing at any time during Call Off Contract Period, the Supplier shall enter into the Collaboration Agreement by the date identified in such request.

1.2 AMENDED CLAUSES

The following Clauses are amended as described below.

1.2.1 Clause 2 (Due Diligence)

Clause 2 (Due Diligence) shall be amended as shown below:

“2.1 The Supplier acknowledges that:

- 2.1.1 the Customer has delivered or made available to the Supplier all of the information and documents that the Supplier considers necessary or relevant for the performance of its obligations under this Call Off Contract;
- 2.1.2 it has made its own enquiries to satisfy itself as to the accuracy and adequacy of the Due Diligence Information and that it has entered into this Call Off Contract in reliance on its own due diligence alone;
- 2.1.3 it has satisfied itself (whether by inspection or having raised all relevant due diligence questions with the Customer before the Call Off Commencement Date) of all relevant details, including but not limited to, details relating to the:
 - (a) ~~suitability of the existing environment and the deliverability of the Supplier Solution in the Operating Environment~~ (to the extent such Operating Environment that it is defined or reasonably foreseeable at the Call Off Commencement Date) ~~future Operating Environment~~;
 - (b) operating processes and procedures and the working methods of the Customer;
 - (c) ownership, functionality, capacity, condition and suitability for use in the provision of the Services of the Customer Assets; and
 - (d) existing contracts (including any licences, support, maintenance and other agreements relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Call Off Contract and/or which the Supplier will require the benefit of for the provision of the Services; and

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- 2.1.4 it has advised the Customer in writing of (or which have expressly been set out in this Call Off Contract, including the Implementation Plan and where the Parties have expressly agreed that such aspects, action and costs will be subject to Call Off Schedule 14 (Change Control Procedure)):
- (a) each aspect, if any, of the Operating Environment that is not suitable for the provision of the Services;
 - (b) the actions needed to remedy each such unsuitable aspect; and
 - (c) a timetable for and the costs of those actions.
- 2.1.5 the Supplier shall not be excused from the performance of any of its obligations under this Call Off Contract on the grounds of, nor shall the Supplier be entitled to recover any additional costs or charges, arising as a result of any Default of this Clause 2 by the Supplier which causes:
- (a) inability to deliver the Services unsuitable aspects of in the Operating Environment;
 - (b) misinterpretation of the requirements of the Customer in the Order Form or elsewhere in this Call Off Contract; and/or
 - (c) failure by the Supplier to satisfy itself as to the accuracy and/or adequacy of the Due Diligence Information.”

1.2.2 Clause 4 (Call Off Contract Period)

1.2.2.1 Clause 4.1: The following wording shall be added at the beginning of Clause 4.1 of the Call Off Terms:

“Unless terminated earlier or extended in accordance with Clause 4.2 below, this...”

1.2.2.2 Clause 4.2: The following Clause shall be added as a new Clause 4.2 in the Call Off Terms:

“4.2 By giving the Supplier not less than three (3) months’ written notice, prior to the expiry of the Call Off Initial Period (or then-existing Call Off Contract Period, as applicable), the Customer shall have the right to extend the Call Off Initial Period (or then-existing Call Off Contract Period, as applicable) any number of times, provided that the maximum duration of this Call Off Contract shall be no greater than two (2) years from the expiry of the Call Off Initial Period and that each such extension must be at least one (1) year in duration.

1.2.3 Clause 5.4 (Delay Payment)

Clause 5.4 (Delay Payments) shall be amended as shown below:

“5.4.1 If Delay Payments have been included in the Implementation Plan or identified elsewhere in this Call Off Contract and a Milestone has not been achieved by the relevant Milestone Date, the Supplier shall pay to the Customer such Delay Payments (calculated in accordance with Paragraph 8 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing)) or as set out by the Customer in the Implementation Plan or identified elsewhere in this Call Off Contract) and the following provisions shall apply:

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- (a) the Supplier acknowledges and agrees that any Delay Payment is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier's failure to Achieve the corresponding Milestone;
- (b) Delay Payments shall be the Customer's exclusive financial remedy for the Supplier's failure to Achieve a corresponding Milestone by its Milestone Date except where:
 - (i) the Customer is otherwise entitled to or does terminate this Call Off Contract pursuant to Clause 30 (Customer Termination Rights) except Clause 30.6 (Termination Without Cause); or
 - (ii) the delay exceeds the relevant number of days (~~the "Delay Period Limit"~~) ~~specified in section C of the Order Form for the purposes of this sub-Clause~~, commencing on the relevant Milestone Date;
- (c) the Delay Payments will accrue in accordance with Paragraph 8 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) ~~on a daily basis from~~ in respect of the failure to meet the relevant Milestone Date and shall continue to accrue until the date when the Milestone is Achieved (unless otherwise specified in Paragraph 8 of the Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing) by the Customer in the Implementation Plan);
- (d) no payment or concession to the Supplier by the Customer or other act or omission of the Customer shall in any way affect the rights of the Customer to recover the Delay Payments or be deemed to be a waiver of the right of the Customer to recover any such damages unless such waiver complies with Clause 37 (Waiver and Cumulative Remedies) and refers specifically to a waiver of the Customer's rights to claim Delay Payments; and
- (e) the Supplier waives absolutely any entitlement to challenge the enforceability in whole or in part of this Clause 5.4.1 and Delay Payments shall not be subject to or count towards any limitation on liability set out in Clause 25 (Liability). The liability cap for the Delay Payments is set out in Paragraph 8.2 of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing)."

1.2.4 Clause 6.1.4(c)(ii)

Clause 6.1.4(c)(ii) shall be amended as shown below:

"all Software including Upgrades, Updates and New Releases used by or on behalf of the Supplier in connection with this Call Off Contract are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification. The Supplier shall promptly notify the Customer of data and Software updates and new version availability as part of a forward looking maintenance plan;"

1.2.5 Clause 7.2

Clause 7.2 shall be amended as shown below:

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~~“If ~~sorequired~~ requested by the Customer the Supplier shall develop, within fourteen (14) Working Days of the date of such request (or such other period directed by the Customer) ~~such period as specified by the Customer in section C of the Order Form,~~ draft quality plans that ensure that all aspects of the Services are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it (“**Quality Plans**”). Such draft quality plans to be agreed and completed by the Parties within one month of the Operational Service Commencement Date.”~~

1.2.6 Clause 8.5

Clause 8.5 shall be deleted and replaced with the following Clause 8.5:

“The Supplier acknowledges and agrees that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Customer as a result of the Supplier’s failure to meet the relevant Service Level. A Service Credit shall not be the Customer’s exclusive financial remedy for a Service Level Failure and is without prejudice to the Customer’s rights and remedies under the Contract or at Law. However, if any damages to the Customer arise and which are caused by a particular Service Level Failure, any Service Credit paid to the Customer in respect of such Service Level Failure shall be deducted from such damages to the Customer.”

1.2.7 Clause 12.1 (Performance Monitoring)

Clauses 12.1 and 12.2 shall be deleted and replaced with the following Clauses 12.1 and 12.2:

“12.1 The Parties agree to manage this Call Off Contract through the governance structure detailed in Call Off Schedule 17 (Governance).”

12.2 Unless otherwise Approved or notified by the Customer, the Supplier shall comply with the monitoring requirements set out in Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring). The Supplier shall implement all measurement and monitoring tools and procedures necessary to measure, monitor and report on the Supplier’s performance of the provision of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels. Unless the Customer specifies otherwise, the Supplier shall obtain Approval of the relevant measuring and monitoring tools and procedures prior to using the same.”

1.2.8 Clause 14 (Records, Audit Access and Open Book Data)

Clause 14 shall be amended as shown below:

“14.1 The Supplier shall keep and maintain for seven (7) years after the Call Off Expiry Date (or as long a period as may be agreed between the Parties), full and accurate records and accounts (including the Call Off Contract, operational and maintenance manuals prepared by the Supplier, all formal notices, reports or submissions made by the Supplier to the Customer in connection with the Services,

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all certificates, accreditations, licences, registrations or warranties in each case obtained by the Supplier in relation to the provision of the Services, documents relation to the Change Control Procedure, documents relation to the invocation of the Dispute Resolution Procedure, and all amendments to all of such documents) of the operation of this Call Off Contract including the Services provided under it, any Sub-Contracts and the amounts paid by the Customer. Where a Regulatory Body wishes to carry out, or requires the Customer to carry out an audit, the Customer may comply with such request without affecting its other rights under this Clause 14.

14.2 The Supplier shall:

14.2.1 keep the records and accounts referred to in Clause 14.1 in accordance with Good Industry Practice and Law; and

14.2.2 afford any Auditor or Regulatory Body access to the records and accounts referred to in Clause 14.1 at the Supplier's premises and/or provide records and accounts (including copies of the Supplier's published accounts) or copies of the same, as may be required by any of the Auditors from time to time during the Call Off Contract Period and the period specified in Clause 14.1, in order that the Auditor(s) may carry out an inspection to assess compliance by the Supplier and/or its Sub-Contractors of any of the Supplier's obligations under this Call Off Contract ~~Agreement~~ including for the following purposes to:

(a) verify the accuracy of the Call Off Contract Charges and any other amounts payable by the Customer under this Call Off Contract (and any proposed or actual variations to them in accordance with this Call Off Contract);

(b) verify the costs of the Supplier (including the costs of all Sub-Contractors and any third party suppliers) in connection with the provision of the Services;

(c) verify the Open Book Data;

(d) verify the Supplier's and each Sub-Contractor's compliance with the applicable Law, including verifying compliance with the Data Protection Legislation;

(e) identify or investigate an actual or suspected Prohibited Act, impropriety or accounting mistakes or any breach or threatened Breach of Security and in these circumstances the Customer shall have no obligation to inform the Supplier of the purpose or objective of its investigations;

(f) identify or investigate any circumstances which may impact upon the financial stability of the Supplier, the Call Off Guarantor and/or any Sub-Contractors or their ability to perform the Services;

(g) obtain such information as is necessary to fulfil the Customer's obligations to supply information for parliamentary, ministerial, judicial or administrative purposes including the supply of information to the Comptroller and Auditor General;

(h) review any books of account and the internal contract management accounts kept by the Supplier in connection with this Call Off Contract;

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- (i) carry out the Customer's internal and statutory audits and to prepare, examine and/or certify the Customer's annual and interim reports and accounts;
 - (j) enable the National Audit Office to carry out an examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
 - (k) review any Performance Monitoring Reports provided under Part B of Call Off Schedule 3 (Service Levels, Service Credits and Performance Monitoring) and/or other records relating to the Supplier's performance of the provision of the Services and to verify that these reflect the Supplier's own internal reports and records;
 - (l) verify the accuracy and completeness of any information delivered or required by this Call Off Contract;
 - (m) inspect the ICT Environment (or any part of it) and the wider service delivery environment (or any part of it);
 - (n) review any records created during the design and development of the Supplier System and pre-Production Environment such as information relating to Testing;
 - (o) review the Supplier's quality management systems (including all relevant Quality Plans and any quality manuals and procedures);
 - (p) review the Supplier's compliance with the Standards;
 - (q) inspect the Customer Assets and any Assets that the Customer is entitled to purchase in accordance with Call Off Schedule 9 (Software and Assets), including the Customer's IPRs, equipment and facilities, for the purposes of ensuring that the Customer Assets are secure and that any register of assets is up to date; and/or
 - (r) review the integrity, confidentiality and security of the Customer Data.
- 14.3 The Customer shall use reasonable endeavours to ensure that the conduct of each audit does not unreasonably disrupt the Supplier or delay the provision of the Services save insofar as the Supplier accepts and acknowledges that control over the conduct of audits carried out by the Auditor(s) is outside of the control of the Customer.
- 14.4 Subject to the Supplier's rights in respect of Confidential Information, the Supplier shall on demand provide the Auditor(s) with all reasonable co-operation and assistance in:
- 14.4.1 all reasonable information requested by the Customer within the scope of the audit;
 - 14.4.2 reasonable access to sites controlled by the Supplier and to any Supplier Equipment used in the provision of the Services; and
 - 14.4.3 access to the Supplier Personnel.
- 14.5 The Parties agree that they shall bear their own respective costs and expenses incurred in respect of compliance with their obligations under this Clause 14, unless the audit reveals a Default by the Supplier in which case the

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Supplier shall reimburse the Customer for the Customer's reasonable costs incurred in relation to the audit.”

1.2.9 Clause 15 (Variation Procedure)

Clause 15.1 shall be deleted and replaced with the following Clause 15.1 and all references to “Variation” in the Call Off Contract shall be changed to “Change”, all references to “Variation Procedure” shall be changed to “Change Control Procedure” and all references to “Variation Form” shall be changed to “Change Request”:

“15.1 Variation Procedure

15.1.1 Subject to the provisions of this Clause 15 and of Call Off Schedule 2 (Call Off Contract Charges, Payment and Invoicing), either Party may request a variation to this Call Off Contract provided that such variation does not amount to a material change of this Call Off Contract within the meaning of the Regulations and the Law. Such a variation once implemented is hereinafter called a "Change".

15.1.2 A Party may request a Change by following the Change Control Procedure set out in Call Off Schedule 5 (Change Control Procedure).

15.1.3 In the event that the Supplier is unable to agree or to provide or implement a Change that may be included in a Change Request, and such Change is required to ensure compliance of the Services with a Change in Law the Customer may terminate this Call Off Contract with immediate effect, except where the Supplier has already fulfilled part or all of the Change Request in accordance with this Call Off Contract or where the Supplier can show evidence of substantial work being carried out to fulfil the Change Request, and in such a case the Parties shall attempt to agree upon a resolution to the matter. Where a resolution cannot be reached, the matter shall be dealt with under the Dispute Resolution Procedure.”

1.2.10 Clause 19.1.2 (Appointment of Sub-Contractors)

Clause 19.1.2 shall be amended by adding the following sentence to the end of Clause 19.1.2, as follows:

“The Customer acknowledges that, at the Call Off Commencement Date, Flyform.com is a Sub-Contractor of the Supplier for the purposes of providing call off technical advice and support in relation to the ITSM (ServiceNow).”

1.2.11 Clause 22 (Intellectual Property Rights)

Clause 22 shall be deleted and replaced with the following Clause 22:

“22 INTELLECTUAL PROPERTY RIGHTS

22.1 Allocation of title to IPR

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22.1.1 Save as expressly granted elsewhere under this Call Off Contract:

- (a) the Customer shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Supplier or its licensors, including:
 - (i) in the Supplier Software;
 - (ii) the Supplier Background IPR;
 - (iii) in the Third Party Software;
 - (iv) the Third Party IPR.
- (b) the Supplier shall not acquire any right, title or interest in or to the Intellectual Property Rights of the Customer or its licensors, including the:
 - (i) Customer Software;
 - (ii) Customer Background IPR;
 - (iii) Customer Data;
 - (iv) Project Specific IPRs; and
 - (v) Specially Written Software.

22.1.2 The Supplier hereby assigns to the Customer with full guarantee (or shall procure from the first owner the assignment to the Customer), title to and all rights and interest in the Project Specific IPRs and the Specially Written Software and the assignment under this Clause 22.1.2 shall take effect as a present assignment of future rights that will take effect immediately on the coming into existence of the relevant Project Specific IPRs and the Specially Written Software, as applicable.

22.1.3 Where either Party acquires, by operation of Law, title to Intellectual Property Rights that is inconsistent with the allocation of title set out in Clause 22.1, it shall assign in writing such Intellectual Property Rights as it has acquired to the other Party on the request of the other Party (whenever made).

22.1.4 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.

22.2 Specially Written Software

22.2.1 The Supplier shall:

- (a) inform the Customer of all Specially Written Software that constitutes a modification or enhancement to Supplier Software or Third Party Software; and
- (b) deliver to the Customer the Specially Written Software in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of the Source Code and of the Software Supporting Materials

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promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Customer.

22.2.2 The Supplier acknowledges and agrees that the ownership of the media referred to in Clause 22.2.1(b) shall vest in the Customer upon their receipt by the Customer.

22.3 Licences granted by the Supplier: Supplier Software and Supplier Background IPR

22.3.1 The Supplier hereby grants to the Customer a perpetual, royalty-free and non-exclusive licence to use:

- (a) the Supplier Software (including the Supplier Background IPR) exclusively for any purpose relating to the Services (or substantially equivalent services) and this Call Off Contract or for any purpose relating to as part of the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function including but not limited to, the right to load, execute, store, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, or display); and
- (b) the Supplier Background IPR for any purpose relating to the Services (or substantially equivalent services) or this Call Off Contract, as applicable, or for any purpose relating to as part of the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function.

22.3.2 At any time during the Call Off Contract Period or following the Call Off Expiry Date, the Supplier may terminate a licence granted in respect of the Supplier Software or the Supplier Background IPR under Clause 22.3.1 by giving thirty (30) days' notice in writing (or such other period as agreed by the Parties) if there is a Customer Cause which constitutes a material breach of the terms of Clauses 22.3.1(a) or 22.3.1(b) (as the case may be) which, if the breach is capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Customer written notice specifying the breach and requiring its remedy.

22.3.3 In the event the licence of the Supplier Software or the Supplier Background IPR is terminated pursuant to Clause 22.3.2), the Customer shall:

- (a) immediately cease all use of the Supplier Software or the Supplier Background IPR (as the case may be);
- (b) at the discretion of the Supplier, return or destroy documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR, provided that if the Supplier has not made an election within six (6) months of the termination of the licence, the Customer may destroy the documents and other tangible materials that contain any of the Supplier Software and/or the Supplier Background IPR (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Supplier Software and/or Supplier Background IPR that are held in electronic, digital or other machine-readable form ceases to be readily accessible (other than by the information technology staff of the Customer) from any

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computer, word processor, voicemail system or any other device containing such Supplier Software and/or Supplier Background IPR.

22.4 Customer's right to sub-license

22.4.1 NOT USED.

22.4.2 The Customer may sub-license:

- (a) the rights granted under Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) to a third party (including for the avoidance of doubt, any Replacement Supplier) provided that:
 - (i) the sub-licence is on terms no broader than those granted to the Customer; and
 - (ii) the sub-licence only authorises the third party to use the rights licensed in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) for purposes relating to the Services (or substantially equivalent services) or for any purpose relating to the exercise of the Customer's (or, if the Customer is a Central Government Body, any other Central Government Body's) business or function; and
- (b) the rights granted under Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) to any Approved Sub-Licensee to the extent necessary to use and/or obtain the benefit of the Specifically Written Software and/or the Project Specific IPR provided that the sub-licence is on terms no broader than those granted to the Customer.

22.5 Customer's right to assign/novate licences

22.5.1 The Customer:

- (a) NOT USED
- (b) may assign, novate or otherwise transfer its rights and obligations under the licence granted pursuant to Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) to:
 - (i) a Replacement Supplier in circumstances where the Customer during the Call Off Contract Period has terminated the Supplier for either material Default or due to an Insolvency Event and provided that such assignment, novation or transfer, as applicable, is only for the remainder of the Call Off Contract Period; or
 - (ii) Central Government Body; or
 - (iii) to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Customer.
- (c) Where the Customer is a Central Government Body, any change in the legal status of the Customer which means that it ceases to be a Central Government Body shall not affect the validity of any licence

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granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR). If the Customer ceases to be a Central Government Body, the successor body to the Customer shall still be entitled to the benefit of the licences granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR).

- (d) If a licence granted in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) is novated under Clause 22.5.1(b) or there is a change of the Customer's status pursuant to Clause 22.5.1(c) (both such bodies being referred to as the "Transferee"), the rights acquired by the Transferee shall not extend beyond those previously enjoyed by the Customer.

22.6 Third Party IPR and Third Party Software

22.6.1 The Supplier shall procure that the owners or the authorised licensors of any Third Party IPR and any Third Party Software which is not commercial off-the-shelf software grant a direct licence to the Customer on terms at least equivalent to those set out in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) and Clause 22.5.1(b) (Customer's right to assign/novate licences). If the Supplier cannot obtain for the Customer a licence materially in accordance with the licence terms set out in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) and Clause 22.5.1(b) (Customer's right to assign/novate licences) in respect of any such Third Party IPR and/or Third Party Software, the Supplier shall:

- (a) notify the Customer in writing giving details of what licence terms can be obtained from the relevant third party and whether there are alternative software providers which the Supplier could seek to use; and
- (b) only use such Third Party IPR and/or Third Party Software if the Customer Approves the terms of the licence from the relevant third party.

22.6.2 The Supplier shall procure that the owners or the authorised licensors of any Third Party Software which is commercial off-the-shelf software grants a direct licence to the Customer on terms no less favourable than such software is usually made available.

22.7 Licence granted by the Customer

22.7.1 Subject to Clause 22.8.2, the Customer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call Off Contract Period to use the Customer Software, the Customer Background IPR, the Customer Data, the Project Specific IPRs and the Specially Written Software solely to the extent necessary for providing the Services in accordance with this Call Off Contract, including (but not limited to) the right to grant sub-licences to Sub-Contractors provided that:

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- (a) any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 23.3 (Confidentiality); and
- (b) the Supplier shall not without Approval use the licensed materials for any other purpose or for the benefit of any person other than the Customer.

22.7.2 The Supplier shall be entitled to request on a case by case basis during or after the Call Off Contract Period permission to use the Project Specific IPRs and the Specially Written Software with its other customers / third parties. Such permission shall be at the Customer's sole discretion and where such permission is given the terms of the relevant licence will be subject to agreement between the Parties in writing.

22.8 Termination of licenses

22.8.1 Subject to Clauses 22.3.1 and/or 22.3.3 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR), all licences granted pursuant to this Clause 22 (Intellectual Property Rights) (other than those granted pursuant to Clause 22.6.2 (Third Party IPR and Third Party Software) and 22.7.1 (Licence granted by the Customer)) shall survive the Call Off Expiry Date.

22.8.2 The Supplier shall, if requested by the Customer in accordance with Call Off Schedule 11 (Exit Management), grant (or procure the grant) to the Replacement Supplier of a licence to use any Supplier Software, Supplier Background IPR, Third Party IPR and/or Third Party Software on terms equivalent to those set out in Clause 22.3.1 (Licences granted by the Supplier: Supplier Software and Supplier Background IPR) subject to the Replacement Supplier entering into reasonable confidentiality undertakings with the Supplier.

22.8.3 The licence granted pursuant to Clause 22.7.1 (Licence granted by the Customer) and any sub-licence granted by the Supplier in accordance with Clause 22.7.1 (Licence granted by the Customer) shall terminate automatically on the Call Off Expiry Date and the Supplier shall:

- (a) immediately cease all use of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be);
- (b) at the discretion of the Customer, return or destroy documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data, provided that if the Customer has not made an election within six months of the termination of the licence, the Supplier may destroy the documents and other tangible materials that contain any of the Customer Software, the Customer Background IPR and the Customer Data (as the case may be); and
- (c) ensure, so far as reasonably practicable, that any Customer Software, Customer Background IPR and Customer Data that are held in electronic, digital or other machine-readable form ceases to be readily accessible from any computer, word processor, voicemail system or

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any other device of the Supplier containing such Customer Software, Customer Background IPR and/or Customer Data.

22.9 IPR Indemnity

- 22.9.1 The Supplier shall during and after the Call Off Contract Period, on written demand indemnify the Customer against all Losses incurred by, awarded against or agreed to be paid by the Customer (whether before or after the making of the demand pursuant to the indemnity hereunder) arising from a third party IPR Claim.
- 22.9.2 If a third party IPR Claim is made, or the Supplier anticipates that a third party IPR Claim might be made, the Supplier may, at its own expense and sole option, either:
- (a) procure for the Customer the right to continue using the relevant item which is subject to the IPR Claim; or
 - (b) replace or modify the relevant item with non-infringing substitutes provided that:
 - (i) the performance and functionality of the replaced or modified item is at least equivalent to the performance and functionality of the original item;
 - (ii) the replaced or modified item does not have an adverse effect on any other Services or the ICT Environment;
 - (iii) there is no additional cost to the Customer; and
 - (iv) the terms and conditions of this Call Off Contract shall apply to the replaced or modified Services.
- 22.9.3 If the Supplier elects to procure a licence in accordance with Clause 22.9.2(a) or to modify or replace an item pursuant to Clause 22.9.2(b), but this has not avoided or resolved the IPR Claim, then:
- (a) the Customer may terminate this Call Off Contract by written notice with immediate effect; and
 - (b) without prejudice to the indemnity set out in Clause 22.9.1, the Supplier shall be liable for all reasonable and unavoidable costs of the substitute services including the additional costs of procuring, implementing and maintaining the substitute items.
- 22.9.4 The provisions of Clauses 22.9.1 to 22.9.3 (inclusive) shall not apply to the extent that any IPR Claim is caused by any use by or on behalf of the Customer of the Software, or the use of the Customer Software by or on behalf of the Supplier, in either case in combination with any item not supplied or recommended by the Supplier pursuant to this Call Off Contract or in a manner not reasonably to be inferred from the description of the Services in Call Off Schedule 14 (Services) or the provisions of this Call Off Contract.
- 22.9.5 The Customer agrees that:
- (a) it will notify the Supplier in writing of any IPR Claim;
 - (b) it will allow the Supplier to conduct all negotiations and proceedings and will provide the Supplier with such reasonable assistance

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required by the Supplier, each at the Supplier's cost, regarding the IPR Claim; and

(c) it will not, without first consulting with the Supplier, agree to make any payment or make an admission relating to the IPR Claim.

22.9.6 The Supplier shall consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Customer into disrepute. The Supplier shall not settle or compromise any IPR Claim without the Customer's Approval (not to be unreasonably withheld or delayed).”

1.2.12 Clause 23.6 (Protection of Personal Data)

Clause 23.6 shall be deleted and replaced with the following Clause 23.6:

“23.6.1 Both Parties will comply with all applicable requirements of the Data Protection Legislation. This Clause is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.

23.6.2 The Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Data Controller and the Supplier is the Data Processor. Annex 1 to Call Off Schedule 15 (Data Protection) sets out the scope, nature and purpose of processing by the Supplier, the duration of the processing, the types of Personal Data and categories of Data Subject.

23.6.3 Without prejudice to the generality of Clause 23.6.1, the Customer will ensure that it has all necessary appropriate consents and notices (or other grounds as applicable) in place to enable lawful transfer of the Personal Data to the Supplier for the duration and purposes of this Call Off Contract.

23.6.4 Without prejudice to the generality of Clause 23.6.1, the Supplier shall, in relation to any Personal Data processed in connection with the performance by the Supplier of its obligations under this Call Off Contract:

- (a) process that Personal Data only in accordance with Annex 1 to Call Off Schedule 15 (Data Protection), unless the Supplier is required by the Data Protection Legislation or the laws of any member of the European Union or by the laws of the European Union applicable to the Supplier to process Personal Data (“**Applicable Laws**”). Where the Supplier is relying on laws of a member of the European Union or European Union law as the basis for processing Personal Data, the Supplier shall promptly notify the Customer of this before performing the processing required by the Applicable Laws unless those Applicable Laws prohibit the Supplier from so notifying the Customer;
- (b) ensure that it has in place appropriate technical and organisational measures to protect against unauthorised or unlawful processing of Personal Data and against accidental or unlawful loss or destruction of, or damage to, Personal Data, appropriate to the harm that might result from the unauthorised or unlawful processing or accidental loss, destruction or damage and the nature of the data to be

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protected, having regard to the state of technological development and the cost of implementing any measures (those measures may include, where appropriate, pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of its 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 the technical and organisational measures adopted by it);

- (c) ensure that all personnel who have access to and/or process Personal Data:
 - (i) do not process that data except on the written instructions of the Customer (such instructions to include the terms of this Call Off Contract, and in particular Annex 1 to Call Off Schedule 15 (Data Protection));
 - (ii) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (A) are aware of and comply with the Supplier's duties under this Clause;
 - (B) are subject to appropriate confidentiality undertakings with the Supplier or the relevant Sub-Contractor;
 - (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 Customer or as otherwise permitted by this Call Off Contract; and
 - (D) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the Data Protection Laws); and
- (d) not transfer any Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
 - (i) the Customer or the Supplier has provided appropriate safeguards in relation to the transfer;
 - (ii) the Data Subject has enforceable rights and effective legal remedies;
 - (iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred; and
 - (iv) the Supplier complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Personal Data;
- (e) assist and co-operate with the Customer in responding to any request to the Customer from a Data Subject and in ensuring compliance with its obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments

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and consultations with supervisory authorities or regulators, in accordance with Article 28 (3) (e) and (f) of GDPR;

- (f) notify the Customer without undue delay on becoming aware of a Personal Data Breach in accordance with Paragraph 2, Annex 3 to Call Off Schedule 15 (Data Protection);
- (g) assist the Customer, in accordance with Annex 3 to Call Off Schedule 15 (Data Protection), in meeting its obligations under the Data Protection Laws to notify any Data Subject of any Personal Data Breach or other breach of this Call Off Contract, where the Customer determines, at its discretion, that the event or breach is likely to result in a high risk to the rights and freedoms of the Data Subject.
- (h) at the written direction of the Customer, delete or return Personal Data and copies thereof to the Customer on termination of the Call Off Contract unless required by Applicable Law to store the Personal Data. In carrying out its obligations under this Clause, the Supplier shall be permitted to retain copies of the Personal Data:
 - (i) where required by law to store the Personal Data;
 - (ii) where such Personal Data is maintained on tapes, discs, servers or other storage devices provided that in each case it is put beyond use.

23.6.5 Without prejudice to the generality of Clause 23.6.1,

- (a) the Supplier shall maintain complete and accurate records and information to demonstrate its compliance with Article 28 GDPR and this Clause. Those records shall contain all of the information required in Article 30 (2) namely:
 - (i) the name and contact details of the processor or processors and of each controller on behalf of which the processor is acting and where applicable of the controllers or the processors representatives, and the Data Protection Officer
 - (ii) the categories of processing carried out on behalf of the controller
 - (iii) where applicable transfers of personal data to a third country or an international organisation, including the identification of that third country or international organisation and, where applicable, the documentation of suitable safeguards
 - (iv) where possible a general description of the applicable technical and organisational security measures
- (b) Where the Supplier does not already employ or otherwise benefit from the services of a Data Protection Officer, and the Data Protection Legislation requires that it must do so prior to processing any Personal Data under this Call Off Contract, the Supplier shall appoint and maintain in post a Data Protection Officer in

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accordance with the Data Protection Legislation and shall notify the Customer of that person's contact details.

- 23.6.6 The Supplier shall not appoint any third party to process Personal Data within the scope of this Call Off Contract without the prior written consent of the Customer, such consent to be applied for and granted or refused in accordance with Clause 23.6.7 of this Call Off Contract.
- 23.6.7 Prior to entering into this Call Off Contract, the Supplier shall notify the Customer in writing of any third parties which already process Data on its behalf and may process Personal Data under this Call Off Contract ("**Third Party Processors**"). The Supplier confirms that any Third Party Processors have entered into a written agreement with it (or shall do so prior to processing any Personal Data under this Call Off Contract) incorporating terms which are substantially similar to those set out in this Clause, with the effect that the obligations set out in this Call Off Contract and required by the Data Protection Legislation, shall apply to any such Third Party Processor.
- 23.6.8 The Supplier shall notify the Customer as soon as reasonably practicable of any intention to appoint or replace any Third Party Processor, and the Customer shall be entitled to object to such appointment or replacement, in accordance with Clause 23.6.6.
- 23.6.9 As between the Customer and the Supplier, the Supplier shall remain fully liable for all acts or omissions of any third-party processor appointed by it pursuant to this Clause.
- 23.6.10 Subject to the prior written agreement of the Customer, the Supplier may, at any time on not less than 30 Working Days' notice, revise this Clause 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 replaced by attachment to Call Off Schedule 15 (Data Protection))."

1.2.13 Clause 25 (Liability)

Clauses 25.1 to 25.4 shall be deleted and replaced with the following Clauses 25.1 to 25.4:

"25.1 Unlimited Liability

25.1.1 Neither Party excludes or limits its liability for:

- (a) death or personal injury caused by its negligence, or that of its employees, agents or Sub-Contractors (as applicable);
- (b) bribery or Fraud by it or its employees;
- (c) breach of any obligation as to title implied by section 2 of the Supply of Goods and Services Act 1982; or
- (d) any liability to the extent it cannot be excluded or limited by Law;

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- (e) wrongful termination of this Call Off Contract; or
- (f) any fine, penalty or related damages which have been caused by a breach of the Call Off Contract by the Supplier and which breach causes the Customer to be in breach of applicable Law (excluding fines, penalties or related damages incurred by one Party for any breach of Data Protection Legislation, Clause 23.6 or Call Off Schedule 15 (Data Protection) to the extent such breach is caused by the other Party).

25.1.2 The Supplier does not exclude or limit its liability in respect of the indemnity in Clause 22.9 (IPR Indemnity) and in each case whether before or after the making of demand pursuant to the indemnity therein.

25.2 Financial Limits

25.2.1 Subject to Clause 25.1 (Unlimited Liability), the Supplier's total aggregate liability:

- (a) in respect of all:
 - (i) Service Credits; and
 - (ii) Compensation for Critical Service Level Failure

incurred in any Call Off Contract Year shall be subject in aggregate to the Service Credit Cap.

Such liability under this Clause 25.2.1(a) is a separate liability from and does not count towards liability under Clause 25.2.1(b), 25.2.3 and 25.2.4 below except that any claim for damages under this Call Off Contract resulting from a breach of the Supplier's performance obligations, in respect of which a Service Credit and/or Compensation for Critical Service Level Failure has already been received by the Customer, shall be reduced by the amount of such Service Credit and/or Compensation for Critical Service Level Failure, as applicable. The Parties agree that Service Credits and Compensation for Critical Service Level Failure are not exclusive remedies for the Customer;

- (b) Subject to Clauses 25.2.1(a) above and Clauses 25.2.3 and 25.2.4 below, in respect of all other Losses incurred by the Customer under or in connection with this Call Off Contract

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

25.2.2. subject to Clauses 25.2.1(a) above and Clauses 25.2.3 and 25.2.4 below, and without prejudice to its obligation to pay the undisputed Call Off Contract Charges as and when they fall due for payment, the Customer's total aggregate liability in respect of all other Losses incurred by the Supplier under or in connection with this Call Off Contract and which are caused by the Customer shall be limited to:

- (a) in relation to any Customer Causes occurring from the Call Off Commencement Date to the end of the first Call Off Contract Year, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract for the first Call Off Contract Year;

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- (b) in relation to any Customer Causes occurring in each subsequent Call Off Contract Year that commences during the remainder of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the relevant subsequent Call Off Contract Year in which the Customer Cause occurred; and,
- (c) in relation to any Customer Causes occurring in each Call Off Contract Year that commences after the end of the Call Off Contract Period, a sum equal to the Call Off Contract Charges payable to the Supplier under this Call Off Contract in the last Call Off Contract Year commencing during the Call Off Contract Period;

25.2.3 in respect of all fines and, penalties which are incurred by one Party for any breach of the Data Protection Legislation

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000

Subject to Clause 25.2.5 below, for the avoidance of doubt, the liability under this Clause 25.2.3 is a separate liability from and does not count towards liability under Clauses 25.2.1(a), 25.2.1(b) and 25.2.2 above and 25.2.4 below;

25.2.4 subject to Clause 25.2.3 above, the total aggregate liability (including damages awarded to third parties and related interest) of one Party to the other Party for one or more of the other Party's breach of the Data Protection Legislation,

The CPS claims an exemption from publishing this information under Section 43(1) of the FOI Act 2000; and

25.2.5 a Party shall not be permitted to claim under the limit of liability in Clause 25.2.3 and/or Clause 25.2.4 and make an additional claim(s) under any other separate limit of liability in the Call Off Contract for any breach of the Call Off Contract by the other Party arising out of the same or a similar event or series of events. For the avoidance of doubt, nothing in this Clause is intended to prevent a Party claiming under both Clauses 25.2.3 and 25.2.4.

25.3 Non-recoverable Losses

25.3.1 Subject to Clause 25.1 (Unlimited Liability) neither Party shall be liable to the other Party for any:

- (a) indirect, special or consequential Loss;
- (b) loss of profits, turnover, savings, business opportunities or damage to goodwill (in each case whether direct or indirect); or
- (c) ex-gratia compensation payments in relation to liability for breach of the Data Protection Legislation, Clause 23.6 (Protection of Personal Data) and/or Call Off Schedule 15 (Data Protection), as applicable.

25.4 Recoverable Losses

25.4.1 Notwithstanding Clause 25.3 (Non-recoverable Losses), the Parties acknowledges that a Party may, amongst other things, recover from the other Party the following Losses incurred by: (i) the Customer to the extent that they arise as a result of a Default by the Supplier; and (ii) the Supplier to the extent that they arise

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as a result of a breach by the Customer of the Data Protection Legislation, Clause 23.6 and/or Call Off Schedule 15 (Data Protection), as applicable:

- (a) subject to Clause 25.2 (Financial Limits), any additional operational and/or administrative costs and expenses incurred by such Party, including costs relating to time spent by or on behalf of such Party in dealing with the consequences of such Default or breach, as applicable;
- (b) subject to Clause 25.2 (Financial Limits), any wasted expenditure or charges rendered unnecessary and/or incurred by such Party arising directly from such Default or breach, as applicable;
- (c) subject to Clause 25.2 (Financial Limits), the additional cost of the Customer of procuring Replacement Services for the remainder of the Call Off Contract Period and/or replacement Deliverables, which shall include any incremental costs associated with such Replacement Services and/or replacement Deliverables above those which would have been payable under this Call Off Contract; and
- (d) subject to Clauses 25.2 (Financial Limits), any financial amounts awarded by a court (and related interest) and paid to a third party by a Party.”

1.2.14 Clause 30.2 (Termination for Default)

Clause 30.2.1(a) shall be amended as shown below:

30.2.1 The Customer may terminate this Call Off Contract for material Default by issuing a Termination Notice to the Supplier where:

- (a) the Supplier commits a Critical Service Level Failure; which
 - (i) is not, in the reasonable opinion of the Customer, capable of remedy; or
 - (ii) in the opinion of the Customer is remediable but the Supplier has not remedied such Critical Service Level Failure to the satisfaction of the Customer in accordance with the Rectification Plan Process;

1.2.15 Clause 34.3 (Consequences of termination under Clause 32.1 (Termination for Continuing Force Majeure Event)

Clause 34.3 shall be amended as shown below:

“34.3.1 The costs of termination incurred by the Parties shall lie where they fall if either Party terminates or partially terminates this Agreement Call Off Contract for a continuing Force Majeure Event pursuant to Clause 32.1 (Termination for Continuing Force Majeure Event).”

1.2.16 Clause 43 (Third Party Rights)

Clause 43.3 shall be amended as described below:

“The Parties agree that there are no Third Party Beneficiaries in relation to this Call Off Contract. The Parties agree that Clauses 43.1 and 43.3 shall not apply to this Call Off Contract. The Parties agree that Clause 43.2 and 43.4 shall apply to this Call Off Contract.”

**Section D
Supplier response**

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Suppliers - use this section to provide any details that may be relevant in the fulfilment of the Customer Order

Commercially Sensitive information

Any information that the Supplier considers sensitive for the duration of an awarded Call Off Contract:

(1) Subject to paragraphs 2, 3 and 4 below, the Commercially Sensitive Information is set out in the table below in this Paragraph 1:

Items	Duration of Confidentiality
<p>The breakdown of pricing information to give input costs, capital and operating costs, overheads, revenue, margins and profits (including anticipated profits) relating to the Supplier and its sub-Suppliers and suppliers provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call Off Contract, and whether or not included in this Call Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>How any payments due to the Supplier on the termination of the whole or any part of services delivered or to be delivered under and pursuant to this Call Off Contract are, or will be, calculated, and on an on-going basis, whether included by the Supplier in its response to the further competition undertaken to award this Call Off Contract or included in the Call Off Contract</p> <p>However, this excludes the actual amounts of such payments.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>Any financial data and information relating to the Supplier's business as a whole, or relating to the financial standing of the Supplier (including, without limitation, any Supplier financial data and information relating to UK Government provisions or requirements for dealing with a supplier's financial distress) provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call Off Contract, and whether or not included in this Call Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.</p>
<p>The cover and amounts of the Supplier's insurances, but excluding confirmation that the levels of insurance are equal to or in excess of the levels required in the Call Off Contract.</p>	<p>7 years from the expiration or earlier termination (howsoever occasioned) of the Call</p>

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	Off Contract.
Technical details of the Supplier’s network (including, without limitation the architecture, infrastructure, topology, network diagrams, detailed network coverage, route maps, the Supplier’s Points of Presence and/or street furniture / chambers, etc. of such network) provided by the Supplier as part of its response(s) to the further competition undertaken to award this Call Off Contract, and whether or not included in this Call Off Contract, but excluding any documents explicitly set out in the Call Off Contract as being deliverables to the Customer Authority or (subject to the aforementioned) high level technical documents required by the Customer Authority to engage with third parties.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract.
Supplier Background IPR (processes, methodologies and Trade Secrets).	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract
Human resource information and professional and personal contact details relating to Supplier Personnel and its Sub-Contractors.	7 years from the expiration or earlier termination (howsoever occasioned) of the Call Off Contract

(2) The Parties agree that the total aggregate of the Call Off Contract Charges is not Commercially Sensitive Information.

(3) Without prejudice to the Customer's general obligation of confidentiality, the Parties acknowledge that the Customer may have to disclose Information in or relating to this Call Off Contract following a Request for Information.

(4) Without prejudice to the Customer's obligation to disclose Information in accordance with FOIA, the Customer will consider in good faith whether it is appropriate to apply the commercial interests exemption set out in s.43 of FOIA to the Commercially Sensitive Information set out in the table above in Paragraph 1.

Total contract value

Please provide the total contract value (for the Call Off Initial Period) as detailed in your response to the Customer’s statement of requirement.

Three million two hundred and ten thousand pounds (£3,210,000 GBP)

Note: The total contract value above is likely (but is not guaranteed) to reach approximately

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£4,600,000 GBP over the Call Off Contract Period due to Changes or any extension to the Call Off Initial Period.

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**Section E
Call Off Contract award**

This Call Off Contract is awarded in accordance with the provisions of the Technology Services 2 Framework Agreement RM3804.

The Supplier shall provide the Services specified in this Order Form to the Customer on and subject to the terms of this Order Form and the Call Off Terms (together referred to as “the Call Off Contract”) for the duration of the Call Off Contract Period.

SIGNATURES

For and on behalf of the Supplier

Name	
Job role/title	
Signature	
Date	

For and on behalf of the Customer

Name	
Job role/title	
Signature	
Date	