



**G-Cloud Call-Off Contract**

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**G-Cloud Contract**

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**Part A - Order Form**

<b>Call-Off Contract reference:</b>	CSR/169
<b>Call-Off Contract title:</b>	Interoperability – Integration Capability (hub)
<b>Call-Off Contract description:</b>	The Buyer requires the Supplier to provide a central integration hub that will enable all Shared Service cluster Enterprise Resource Planning systems to transfer data between central government services, such as Recruitment, Learning and Pensions. The central integration hub will also enable the transfer of data between central services
<b>Start date:</b>	25/09/2023
<b>Expiry date:</b>	<p>The expiry date for the contract will be 24/09/2025.</p> <p>Option for extension for a further 12 months</p>
<b>Call-Off Contract value:</b>	The maximum contract value is anticipated to be £3,437,664 (exc VAT) including all extension options.
<b>Charging Method:</b>	Invoiced following individual Statements of Works (SoW) being successfully delivered and signed off by the Buyer.
<b>Purchase order number:</b>	TBC following contract commencement

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

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

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

<b>From: the Buyer</b>	Cabinet Office
<b>To: the Supplier</b>	Chakray UK Ltd REDACTED
<b>Together: the 'Parties'</b>	

**Principle contact details**

<b>For the Buyer:</b>	Title: REDACTED Name: REDACTED Email: REDACTED Phone: REDACTED
<b>For the Supplier:</b>	Title: REDACTED Name: REDACTED Email: REDACTED Phone: REDACTED

**Call off contract term**

<b>Start date:</b>	This Call-Off Contract Starts on [25/09/2023] and is valid for a period of 2 year(s).
<b>Ending (termination):</b>	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.  REDACTED

<b>Extension period:</b>	The Buyer reserves the right to offer an option to extend for a further period of twelve (12) Months
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**Buyer contractual details**

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

<b>Framework:</b>	The supplier shall provide the Services under the terms of Framework Agreement number RM1557.13
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Framework and outlined below:</p> <p>This project will provide the central integration hub that will enable Shared Service clusters' Enterprise Resource Planning systems to transfer Civil Servant data to central government services, such as Recruitment, Learning and Pensions. The central integration hub will also enable the transfer of data between central services. Without this central integration capability, integrations will be configured in a costly and cumbersome point-to-point fashion. The hub is, therefore, essential to delivering the vision of cross-government Interoperability. The buyer also seeks provision of Master Data Management (MDM) Capability.</p> <p>The Supplier will provide the necessary professional and managed services required to support and develop the integration and MDM capabilities according to the Buyer's detailed requirements.</p>

	Full details of the services required can be found in Annex A Specification of Requirement.
<b>Additional Services:</b>	Not Applicable
<b>Location:</b>	The Services will be delivered to the Buyer remotely.
<b>Quality standards:</b>	<p>The quality standards required for this Call-Off Contract are in line with those requirements set out in this bid pack and the Terms and Conditions of CCS Commercial Agreement RM1557.13, Section 14 Standards and Quality.</p> <p>The Supplier must pass all security measures as detailed in Schedule 8, including the requirement to hold an ISO/IEC 27001 certificate.</p> <p>The platform must comply with the Governments WCAG 2.1AA Accessibility Standard.</p>
<b>Technical standards:</b>	The technical standards required for this Call-Off Contract are as set out In Annex A Specification of Requirement, Annex A - The Requirement.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are as set out in Schedule 1 section 11
<b>Onboarding:</b>	The key onboarding deliverables can be found in section 3 of Schedule 1. The supplier will endeavour to accelerate onboarding where possible
<b>Offboarding:</b>	The offboarding plan for this Call-Off Contract is detailed In Part B - Terms and Conditions section 21 of this contract.

<b>Collaboration agreement:</b>	N/A
<b>Limit on Parties' liability:</b>	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the total value of the Contract.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
<b>Insurance:</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Force majeure:</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than ten (10) consecutive days.
<b>Audit:</b>	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits under Clauses 7.4 to 7.13 of the Framework Agreement Audit Provisions.
<b>Buyer's responsibilities:</b>	The Buyer's responsibilities as described in the Call-Off terms and conditions of this Contract.
<b>Buyer's equipment:</b>	Not Applicable

#### Supplier's information

<b>Subcontractors of partners</b>	<b>Boomi LP</b> REDACTED <b>Mondas Consulting Limited</b> REDACTED
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#### Call-Off Contract charges and payment

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

<b>Payment method:</b>	The payment method for this Call Off Contract is BACS
<b>Payment profile:</b>	The payment profile for this Call-Off Contract is invoicing following individual Statements of Works (SoW) being successfully delivered and signed off by the buyer.

<b>Invoice details:</b>	The Supplier shall issue invoices following individual Statements of Works (SoW) being successfully delivered and signed off by the buyer. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
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<b>Who and where to send invoices to:</b>	Invoices will be sent to: REDACTED	
<b>Invoice information required</b>	All invoices must include: <ul style="list-style-type: none"> <li>• Order Number</li> <li>• Invoice Number</li> <li>• Contract Reference</li> <li>• Detailed breakdown of all charges within the invoice</li> </ul>	
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer following individual Statements of Works (SoW) being successfully completed and signed off by the buyer.	
<b>Call-Off Contract value:</b>	The maximum contract value is anticipated to be £3,437,664 (exc VAT); inclusive of all extension options.	
<b>Call-off Contract charges</b>	REDACTED  REDACTED  The breakdown of charges is as below:	
	REDACTED	REDACTED  REDACTED  REDACTED
	REDACTED	REDACTED REDACTED  REDACTED



**Additional Buyer terms**

<b>Performance of the service and deliverables:</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <table><tr><th>Milestone number</th><th>Description</th><th>Expected timeframe</th></tr><tr><td>1</td><td>Implementation plan</td><td>4 weeks</td></tr><tr><td>2</td><td>Exit plan</td><td>3 months</td></tr><tr><td>3</td><td>Additional exit plan</td><td>8 months prior to contract end</td></tr></table>	Milestone number	Description	Expected timeframe	1	Implementation plan	4 weeks	2	Exit plan	3 months	3	Additional exit plan	8 months prior to contract end
Milestone number	Description	Expected timeframe											
1	Implementation plan	4 weeks											
2	Exit plan	3 months											
3	Additional exit plan	8 months prior to contract end											
<b>Guarantee:</b>	<p>This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.</p> <p>As per clause 4.10 in the Framework Agreement, if requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start date in the form set out in Call-Off Schedule 5.</p>												
<b>Warranties, representations:</b>	NOT APPLICABLE												
<b>Supplemental requirements in addition to the Call- Off terms:</b>	NOT APPLICABLE												
<b>Alternative clauses:</b>	NOT APPLICABLE												
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	NOT APPLICABLE												
<b>Personal Data and Data Subjects:</b>	Annex 1 of Schedule 7 is being used												

**1. Formation of contract**

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

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

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:	REDACTED	REDACTED
Signature:		
Date:	14 <sup>th</sup> September, 2023	15-Sep-2023

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

## **Part B: Terms and conditions**

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

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

### **2. Incorporation of terms**

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)

- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number. - NOT APPLICABLE.

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

### **3. Supply of services**

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

### **4. Supplier staff**

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

Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## **5. Due diligence**

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

## **6. Business continuity and disaster recovery**

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

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to



substantiate the invoice.

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

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

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

## **9. Insurance**

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

- 9.2.4 all agents and professional consultants involved in the Services hold employer's liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
  - 9.4.1 a broker's verification of insurance
  - 9.4.2 receipts for the insurance premium
  - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
  - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
  - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
  - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
  - 9.8.1 premiums, which it will pay promptly
  - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer.

## **10. Confidentiality**

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

## **11. Intellectual Property Rights**

- 11.1 Save for the licenses expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable license during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licenses to Subcontractors provided that:

- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
  - 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the license taken from its Supplier Terms which license shall, as a minimum, grant the Buyer a non-exclusive, non-transferable license during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
  - 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
    - (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
    - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
    - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and
  - 11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.
- 11.6 The Supplier will, on written demand, fully indemnify the Buyer for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.6.1 rights granted to the Buyer under this Call-Off Contract
  - 11.6.2 Supplier's performance of the Services
  - 11.6.3 use by the Buyer of the Services
- 11.7 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.7.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.7.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - 11.7.3 buy a license to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.8 Clause 11.6 will not apply if the IPR Claim is from:

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## **12. Protection of information**

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

## **13. Buyer data**

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

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

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

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

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

13.6 The Supplier will ensure that any Supplier system which holds any protectively marked

Buyer Data or other government data will comply with:

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: [https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment\\_data/file/1166145/Government\\_Security\\_Classifications\\_Policy\\_June\\_2023.pdf](https://assets.publishing.service.gov.uk/government/uploads/system/uploads/attachment_data/file/1166145/Government_Security_Classifications_Policy_June_2023.pdf)

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

#### **14. Standards and quality**

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

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

14.3 The Supplier will deliver the services in a way that enables the buyer to validate compliance with any government security standards stated in the security schedule and requirements specification.

14.4 The supplier will deliver the services in a way that enables the buyer to validate compliance with any general government security standards including, but not limited to any stated within <https://www.ncsc.gov.uk/collection/cloud/the-cloud-security-principles> and <https://www.security.gov.uk/guidance/secure-by-design/principles/>

**15. Open source**

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

**16. Security**

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

**17. Guarantee**

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

**18. Ending the Call-Off Contract**

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

**19. Consequences of suspension, ending and expiry**

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

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the

Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
  
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work



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

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

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

## **20. Notices**

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

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

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

## **21. Exit plan**

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30-month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate

that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## **22. Handover to replacement supplier**

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

## **23. Force majeure**

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

## **24. Liability**

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
- 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.
- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

## **25. Premises**

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

## **26. Equipment**

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

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

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

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

**28. Environmental requirements**

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

**29. The Employment Regulations (TUPE)**

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

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

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

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.5.1 its failure to comply with the provisions of this clause
- 29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

**30. Additional G-Cloud services**

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

**31. Collaboration**

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.1.1 The Buyer reserves the right to request the Supplier to enter into a collaboration agreement at any point within the term of the contract. The Buyer shall provide written notification in the form of a Change Control Notice (CCN) within [60] working days' notice of the commencement of any such collaboration request. The details of any collaboration, as outlined in the CCN, shall be formally agreed and authorised by all parties.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors
- 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services.

**32. Variation process**

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

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

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

**33. Data Protection Legislation (GDPR)**

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

## Schedule 1: Services

### 1. SCOPE OF REQUIREMENT

- 1.1 We are seeking a software-as-a-service (SaaS) platform that enables the effective integration of data between our central service systems and the departments via well-defined APIs. The Cabinet Office will be the Contracting Authority and primary customer.
- 1.2 The Supplier shall be responsible for providing a stable, resilient and effective platform including, but not limited to, meeting the defined service levels and performance metrics. These will include, but are not limited to, incident, problem and change management. Section 11 details further requirements.
- 1.3 The Supplier shall implement the platform to meet key milestones detailed in Section 3. This includes configuration required to meet the essential requirements in full. The requirements also include 'desirable requirements' that could add significant value to the service.
- 1.4 The Supplier shall provide training during implementation on system configuration, enabling the Cabinet Office to implement configuration changes independently with no additional costs.
- 1.5 The Supplier will provide technical support for the Cabinet Office and our service users throughout the contract duration. The Cabinet Office shall provide a first line support team to triage and resolve issues. Where this team cannot resolve an issue and additional support is required from the Supplier, the first line support team shall submit requests for support through the Suppliers online support tool.

### 2. The Requirement

- 2.1 Integration Core Technical Functions - a full breakdown can be found in Annex A
- 2.2 Integration Core Non-Functional - a full breakdown can be found in Annex A
- 2.3 Master Data Management (MDM) - a full breakdown can be found in Annex A
- 2.4 Cyber Security - a full breakdown can be found in Annex A

### 3. KEY MILESTONES AND DELIVERABLES

Title	Description	Date
<b>Security management plan</b>	The template is part of the security management schedule. The plan will contain any outstanding security requirements required by the contract with associated timescales against each security item for completion / attainment. Both supplier and buyer will start work on the DPIA as part of this plan.	Within 15 days of contract start
<b>Approach/ways of working</b>	Implementation kick-off and planning workshop with key Supplier personnel. This will enable the provision of a detailed implementation plan.  Agree how we will work collaboratively to achieve the buyer's goals.  This will include agreement of regular ceremonies, RACI of artefacts, roles & responsibilities, agreement of assurance and governance processes etc.	Q3
<b>Agree implementation plan</b>	Documented implementation plan signed off by both buyer and supplier	Month 1 after contract start
<b>Solution Architecture</b>	Supplier will document the solution architecture to meet the buyer requirements in full before the build phase.	Q3

	Build will be subject to EAAB approval of solution documentation, EAAB will stipulate what the documentation requirements are.	
<b>Test &amp; Dev AWS environments</b>	<p>Establish the infrastructure for the test and development environments. Will need to be completed and signed off before moving to production.</p> <p>Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.</p>	Q3
<b>Test &amp; Dev platform configuration</b>	<p>Install and configure the Boomi platform for test and development AWS environments.</p> <p>This will include the purchase and configuration of appropriate platform licences on behalf of the buyer, with the buyer retaining licence ownership.</p> <p>Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.</p>	Q3
<b>Buyer access to dashboard/health checks for Dev and Test etc.</b>	Essential for us to monitor and (in the future) triage.	Q3
<b>Creation of CI/CD pipelines</b>	Documented and approved approach to CI/CD.	Q3
<b>Security monitoring architecture</b>	<p>Supplier will document the security monitoring architecture to meet the buyer requirements in full before the build phase.</p> <p>Build will be subject to EAAB approval of solution documentation and assurance deliverables, EAAB will set out these requirements.</p>	Q3
<b>Prod AWS environments</b>	<p>Establish the infrastructure for the production environment.</p> <p>Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.</p>	Q4
<b>Buyer access to dashboard/health checks for production etc.</b>	Essential for us to monitor and (in the future) triage.	Q4
<b>Prod platform configuration and review</b>	<p>Install and configure the Boomi platform for production AWS environments.</p> <p>This will include the purchase and configuration of appropriate platform licences on behalf of the buyer, with the buyer retaining licence ownership.</p> <p>Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.</p> <p>A pre-go live and periodic review - by subject matter experts - of the configuration and deployment architecture of the platform and service. The objective of this review is to check for:</p> <ul style="list-style-type: none"> <li>• correctness</li> <li>• best practices</li> <li>• security vulnerabilities in the configuration</li> </ul>	Q4



	The outputs should be details of any issues found along with prioritisation and remediation descriptions that are actionable.	
<b>Security certification/accreditations (ISO:IEC 27001)</b>	Where a supplying organisation or platform does not currently possess valid ISO/IEC 27001:2022 certification, the following time-frame will be provided to achieve accreditation.	Up to 12 Months after contract start
<b>Security certification/accreditations Cyber Essentials Plus)</b>	Where a supplying organisation or platform does not currently possess valid Cyber Essentials Plus certification, the following time-frame will be provided to achieve accreditation.	Up to 6 Months after contract start
<b>Master Data Management (MDM) solution architecture</b>	Produce an MDM strategy to achieve the successful roll out of unique identifiers (Central Employee Identifiers, CEIs) across the whole Civil Service. Approach will require EAAB approval.  Establish the infrastructure for the test and development MDM environments.  Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.	Q3
<b>Master Data Management POC</b>	Establish the infrastructure for the production environment.  Issue unique identifiers (Central Employee Identifiers, CEIs) to a matched employee record from use case 1 (use case 1 to be defined).  Ownership of all licenses purchased by the Supplier on behalf of the Buyer shall be retained by the Buyer.	Q4
<b>Security/Penetration testing on Dev and Test environments</b>	Provide documentation and evidence having successfully completed penetration testing on dev and test environments	Q3
<b>Security/Penetration testing on production environment</b>	Provide documentation and evidence having successfully completed penetration testing on production environments	Q4

Other milestones and deliverables will be commissioned via Statements of Works, subject to approvals by both parties.

#### 4. MANAGEMENT INFORMATION/REPORTING

The Supplier shall provide management information to support contract management and service performance management. The Supplier shall provide a monthly management information pack ahead of service performance review sessions. Content of these service performance review sessions will be agreed on contract award but will include at a minimum:

- Performance against key milestones (section 3).
- Performance against SLAs and KPIs (section 11).
- Volumetrics including data transfer volumes, support tickets and responses to these, incidents and responses to these, defects and planned resolution of these, and change requests and the management of these.
- Finance tracking such as spend against contract values and forecasted monthly spend.
- Risks, issues and dependencies.

It is expected that some of these elements should be available to the buyer via self-service portal through the platform itself or an alternative self-service portal.

#### 5. VOLUMES

- 5.1 Master data management golden records:** We anticipate this would be up to 750,000 records once the target architecture is achieved.
- 5.2 Integration Connectors:** We anticipate this to be approximately 15 connectors.. However, this may increase over time as the presence of the integration hub, and its demonstrated benefits, will mean that it becomes a key element in the development of new services that are yet to be defined.
- 5.3 API management:** We anticipate that, once our target infrastructure is achieved, throughput could be up to 10,000,000 transactions per day, but with a phased implementation it will be some years before that capacity is reached.

## **6. CONTINUOUS IMPROVEMENT**

- 6.1 The Supplier will be expected to continually improve the way in which the required Services are to be delivered throughout the Contract duration.
- 6.2 The Supplier should present new ways of working to the Buyer during six monthly contract review meetings.
- 6.3 Changes to the way in which the Services are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

## **7. Sustainability**

- 7.1 Not Applicable

## **8. QUALITY**

- 8.1 Quality must be in line with those requirements set out in this Annex A and the Terms and Conditions of CCS Commercial Agreement RM1557.13 - G Cloud 13, Section 14 Standards and Quality.
- 8.2 The Supplier must pass all security measures as detailed in Section 16 - Security, including the requirement to hold an ISO/IEC 27001 certificate.
- 8.3 The Supplier must agree and abide by the Buyer's Security Management Schedule, detailed in Schedule 8.

## **9. PRICE**

- 9.1 The Supplier's charges will be applied as confirmed within this contract.

## **10. STAFF AND CUSTOMER SERVICE**

- 10.1 The Supplier shall provide a sufficient level of resource throughout the duration of this agreement in order to consistently deliver a quality service.
- 10.2 The Supplier's staff assigned to the provision of this agreement shall have the relevant qualifications and experience to deliver the Contract to the required standard.
- 10.3 The Supplier shall ensure that staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **11. SERVICE LEVELS AND PERFORMANCE - BOOMI**

- 11.1 The Service Level Agreement for (i) Boomi SaaS is as set out at Boomi.com/sla as at the date of this Agreement, a copy of which is set out at Annex B below and (ii) Boomi's MCS is as set out at Boomi.com/mcs\_sla, as at the date of this Agreement, a copy of which is set out at Annex C below ("SLA")
- 11.2 The Support and Service Description applicable to the Boomi SaaS is set out at REDACTED as at the date of this Agreement, a copy of which is set out at Annex D below ("Service Description")
- 11.3 Right to Freeze SLA. Boomi may amend the Service Description and SLA in its sole discretion. Notwithstanding any provision of this Agreement, in the event that Boomi amends the SLA, such amended version of the SLA will be the operative SLA with respect to this Service Description and the Service (i) from that point forward, or (ii) upon the next renewal date of the term, if Customer provides written notice of Customer's objection to the change within 30 days of receipt of a notice from Boomi, of the amendment. Any new features added by Boomi that update, augment, or enhance the Service will also be subject to this Service Description.

## **12. SERVICE LEVELS & PERFORMANCE – CHAKRAY MANAGED INTEGRATION SERVICE**

Priority level	Support Hours	Acknowledgement Receipt	Target Resolution
1	09.00 - 17.00	30 business minutes	4 business hours
2	09.00 - 17.00	2 business hours	8 business hours
3	09.00 - 17.00	4 business hours	2 business days
4	09.00 - 17.00	24 business hours	5 business days

- 1.
1.
  - 12.1.1 Priority Level 1 - Critical means complete outage and/or inability of all users of the system to undertake any interaction with it and which has a severe impact on the client and its business and/or users especially, but not limited to, Catastrophic Fault or Catastrophic Service Failure.
  1.
    - 12.1.2 Priority Level 2 - High means limited outage and/or limited or restricted use for all or part of the system by users with potential business impact.
    1.
      - 12.1.3 Priority Level 3 - Medium means limited or periodic outage and/or limited or restricted use for all or part of the system by users with minimal business impact.
      1.
        - 12.1.4 Priority Level 4 - Low means no outage and unrestricted use for all of the system by users with no business impact.
        1.
          - 12.1.5 Terms and definitions:
            - 12.1.5.1 Unless otherwise stated, Support Services shall be provided during the business hours 9:00 -17.00 Monday - Friday.
            - 12.1.5.2 Acknowledge Receipt means the time by which the supplier must respond to the Incident reporter acknowledging receipt of the Incident. Acknowledge Receipt times are only supported in response to an Incident that is submitted to the Supplier via the Buyer.
            - 12.1.5.3 Target Resolution means the target time for the supplier to resolve the Incident and or deliver a temporary patch or fix.
            - 12.1.5.4 Final Resolution means the time for the supplier to create a tested and certified patch, workaround, or fix.
1.
  - 12.2 Where a Supplier fails the KPI listed, the Buyer will, in the first instance, seek a mutually agreeable resolution with the Supplier. However, if this is not possible, the Buyer reserves the right to cancel the agreement in line with the Call-Off Contract Terms and Conditions.

### 13. SECURITY and CONFIDENTIALITY REQUIREMENT

- 13.1 The Supplier must have as a minimum ISO/IEC 27001 certification.
- 13.2 Data storage must be UK based.
- 13.3 Access authentication will require a username and password.
- 13.4 Security and confidentiality must be in line with the Terms and Conditions of CCS Commercial Agreement RM 1557.13 - G Cloud 13, Section 10 Confidentiality and Section 16 Security and Schedule 8..
- 13.5 The Supplier must be able to provide evidence of their CHECK penetration testing of their product and the outcomes of the testing upon request by the Contracting Authority.

### 14. PAYMENT AND INVOICING

- 14.1 Supplier invoicing requirements and payment methods will be agreed between

the supplier and the Buyer.

- 14.2 Payment will only be made following satisfactory delivery of pre-agreed certified products and deliverables.
- 14.3 Before payment will be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs. It must clearly state the assigned purchase order number.
- 14.4 Payment will be made within thirty working days following receipt of a correctly submitted invoice as specified above.
- 14.5 Invoices should be submitted to:  
REDACTED
- 14.6 Payment will be invoiced following individual Statements of Works (SoW) been delivered

## **15. CONTRACT MANAGEMENT**

- 15.1 The Supplier will provide the following support:
  - 15.1.1 Online help and support pages
  - 15.1.2 Email support helpdesk (09.00-17.00, Mon-Fri)
  - 15.1.3 Telephone number
- 15.2 The contract will be managed in line with Section 3 - Milestones and Deliverable and Section 11 - Service Levels and Performance.
- 15.3 Attendance at 12 contract review meetings per annum (9 virtual 3 face to face). These meetings will be at suppliers' own expense.

## **16. Location**

- 16.1 The location of the Services will be carried out across government in the United Kingdom.

## **16. Social Values**

- 16.1 - [Social Value](#) is deemed a vital element of delivery in all Government contracts. For this contract we shall apply your stated themes which are:
  - 16.1.1 Fighting climate change > Effective stewardship of the environment
  - 16.1.2 Wellbeing > Improve health and wellbeing
- 16.2 The supplier will be expected to develop a Social Value plan, incorporating both themes above, reporting annually as a minimum on progress, providing updates, next steps and actions.

**Annex A: Detailed requirements**

Document sent as additional attachment.

**Annex B: Boomi SLA**

The Service Availability SLA, the Boomi AtomSphere Support services, the Jump Start services, and the other optional services described herein apply and are available to Customers with an active subscription to utilize the Boomi AtomSphere Services, and whose account is current (i.e. not past due), including, with respect to optional services, timely payment of fees therefor. The Boomi AtomSphere Services are delivered pursuant to the Boomi Master Services Agreement which is available at: REDACTED

**1. Service Availability**

**a. Coverage and Definitions**

The term “Production Atom Cloud” is defined as any production multi-tenant integration runtime engine hosted by Boomi.

The term “Test Atom Cloud” is defined as any test multi-tenant integration runtime engine hosted by Boomi.

The term “Local Atom Environment” is defined as either a test or production atom environment residing within a Customer’s network, outside of the Boomi domain.

The term “Service Availability” is defined as the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that “AtomSphere Platform” and “Production Atom Cloud” was available for access.

“Test Atom Cloud” and “Local Atom Environment” are excluded from the term “Service Availability”.

“Scheduled Maintenance” does not factor into Service Availability. To ensure the Platform uptime and keep Boomi AtomSphere operating optimally, it is necessary to perform regular, routine maintenance (“Scheduled Maintenance”) that, on occasion, may affect Platform availability.

Scheduled Maintenance occurs once a week, on Saturdays between 3am and 7am ET.

All efforts have been put in place to isolate this downtime from the actual Boomi Atoms themselves. Although not guaranteed, Boomi Atoms will typically be unavailable during this window for less than one (1) minute.

Boomi reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours’ notice, for not more than eight hours at a time.

**b. Service Level**

Boomi’s goal is to achieve 99.99% Service Availability.

Subject to 1c and 1d, if in any month the Service Availability is less than 99.99%, Boomi shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service change for the affected service:

Service Availability Credit Percentage

< 99.99%	REDACTED
< 99.00%	REDACTED
< 97.00%	REDACTED
< 95.00%	REDACTED
< 90.00%	REDACTED

**c. Exceptions**

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:

circumstances beyond Boomi’s reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;

scheduled maintenance, upgrades and emergency maintenance;

any DNS or Domain Registry issues outside the direct control of Boomi including DNS and Registry propagation issues and expiration;

Customer’s acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the customer’s account in breach of Boomi’s Master Services Agreement;

Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the other customers' account in breach of Boomi's Master Services Agreement;

outages elsewhere on the Internet that hinder access to your account. Boomi is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Boomi will guarantee only those areas of the Internet considered under the control of Boomi: Boomi servers' links to the Internet, Boomi's routers, and Boomi's servers themselves.

#### **d. Credit Request**

In order to receive a credit, Customer must make a request for credit by filing a support ticket through Boomi's Customer Support Center. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Boomi within ten (10) business days after the unavailability. If the unavailability is confirmed by Boomi, credits will be applied within 30 days of Boomi's receipt of customer's credit request.

The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Boomi and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

#### **Important Disclaimer Regarding Your SLA**

Boomi's sole obligation and your exclusive remedy for Boomi's failure to deliver any services covered hereunder shall be for Boomi, at its option, to reperform the services in a manner substantially in accordance with this SLA or issue a refund to you.

For information regarding Boomi support services, please refer to our service description or access directly at REDACTED

Annex C: Boomi MCS SLA

This is Boomi’s Service Availability SLA for Boomi Managed Cloud Services (“MCS SLA”), and the other optional services described herein; it applies and is available to customers with an active subscription to utilize the Managed Cloud Services, and whose account is current (i.e. not past due), including, with respect to optional services, timely payment of fees therefor. The Boomi MCS are delivered pursuant to the Boomi Master Services Agreement which is available at: REDACTED (the “MSA”) and the applicable Order or Services Order executed by the parties (unless you have a customized contract for MCS executed by both parties).

1. Service Availability

a. Coverage and Definitions

The term “Production Atom Cloud” is defined as any production multi-tenant integration runtime engine hosted by Boomi.

The term “Production MCS Atom Cloud” is defined as any production single-tenant integration runtime engine hosted and managed by Boomi, as set out in the MCS Services Order Form.

The term “Production MCS API Gateway” is defined as any production single-tenant API management runtime engine hosted and managed by Boomi, as set out in the MCS Services Order Form.

The term “Test Atom Cloud” is defined as any test multi-tenant integration runtime engine hosted by Boomi.

The term “Test MCS Atom Cloud” is defined as any test single-tenant integration runtime engine hosted and managed by Boomi, as set out in the MCS Services Order Form.

The term “Test MCS API Gateway” is defined as any test single-tenant API management runtime engine hosted and managed by Boomi, as set out in the MCS Services Order Form.

The term “Local Atom Environment” is defined as either a test or production atom environment residing within a Customer’s network, outside of the Boomi domain.

The term “Service Availability” is defined as the percentage of a particular month (based on 24-hour days for the number of days in the subject month) that “AtomSphere Platform”, “Production Atom Cloud”, “Production MCS Atom Cloud” and “Production MCS API Gateway” was available for access.

“Test Atom Cloud”, “Test MCS Atom Cloud”, “Test MCS API Gateway” and “Local Atom Environment” are excluded from the term “Service Availability”.

“Scheduled Maintenance” does not factor into Service Availability. To ensure the Platform uptime and keep Boomi AtomSphere operating optimally, it is necessary to perform regular, routine maintenance (“Scheduled Maintenance”) that, on occasion, may affect Platform availability.

Scheduled Maintenance occurs once a week, on Saturdays between 3am and 7am ET. Customers subscribed to MCS may request maintenance activities on their MCS services to be rescheduled to a mutually agreed time frame.

All efforts have been put in place to isolate this downtime from the actual Boomi Atoms themselves. Although not guaranteed, Boomi Atoms will typically be unavailable during this window for less than one (1) minute.

Boomi reserves the right to schedule additional Scheduled Maintenance on an emergency basis with twelve (12) hours’ notice, for not more than eight hours at a time.

b. Service Level

Boomi’s goal is to achieve 99.99% Service Availability for Boomi’s own technology – the Boomi platform and any Boomi-hosted Atoms. The availability of other products of other companies is not part of Boomi’s own assurance.

Subject to 1c and 1d, if in any month the Service Availability for Boomi’s platform or Boomi-hosted Atoms is less than 99.99%, Boomi shall provide, as the sole and exclusive remedy, a credit to Customer in accordance with the following schedule, with the credit being calculated on the basis of the monthly service charge for the affected service:

Service Availability Credit Percentage		
<	99.99%	REDACTED
<	99.00%	REDACTED
<	97.00%	REDACTED
<	95.00%	REDACTED
<	90.00%	

Customer shall not receive any credits under this SLA in connection with any failure or deficiency of Service Availability caused by or associated with:



- circumstances beyond Boomi's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, strike or other labour disturbance, interruption of or delay in transportation, unavailability of or interruption or delay in telecommunications or third-party services, virus attacks or hackers or inability to obtain raw materials, supplies, or power used in or equipment needed for provision of this SLA;
- any unavailability, suspension or termination of Customer's account, or any other performance issues: (a) caused by factors outside of Boomi's reasonable control, including any Force Majeure event or Internet access or related problems beyond the scope of the MCS Boomi offers; (b) that result from any actions or inactions of Customer or any third party; (c) that result from Customer's equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within Boomi's direct control); or (d) arising from the suspension and termination of Customer's right to use the Boomi MCS in accordance with the MSA and the applicable Order or Services Order.
- scheduled maintenance, upgrades and emergency maintenance;
- any DNS or Domain Registry issues outside the direct control of Boomi including DNS and Registry propagation issues and expiration;
- Customer's acts or omissions (or acts or omissions of others engaged or authorized by customer), including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the customer's account in breach of Boomi's Master Services Agreement;
- Acts or omissions of other customers (or acts or omissions of others engaged or authorized by other customers) sharing the affected server(s) with customer, including, without limitation, custom scripting or coding (e.g., CGI, Perl, HTML, etc), any negligence, wilful misconduct, or use of the other customers' account in breach of Boomi's Master Services Agreement;
- Non-Boomi-branded products that we connect to, rely on or interact with specifically for your MCS instance that are not part of our shared platform environment – such as any issues associated with other hosts beyond Boomi's AtomSphere hosting provider, or issues associated with particular technology Boomi is asked to use for your MCS deployment that Boomi does not provide to customers in the same manner from the same vendor for shared platform non-MCS instances of Boomi technology;
- outages elsewhere on the Internet that hinder access to your account. Boomi is not responsible for browser, DNS, or other caching that may make your account appear inaccessible when others can still access it. Boomi will guarantee only those areas of the Internet considered under the control of Boomi: Boomi servers' links to the Internet, Boomi's routers, and Boomi's servers themselves.

NOTE: Nothing in this MCS SLA supersedes your SLA rights under Boomi's standard SLA for our own AtomSphere platform, to the extent that an issue relates to the standard shared platform rather than additional technology or services deployed for MCS. Hence, SLA for a platform issue affecting all customers using our standard hosted service – see shared SLA at REDACTED. SLA for issues arising from MCS deployments rather than the shared standard platform, this MCS SLA applies.

#### d. Credit Request

In order to receive a credit, Customer must make a request for credit by filing a support ticket through Boomi's Customer Support Center. Each request in connection with this SLA must include the dates and times of the unavailability, a description of the perceived problem, and must be received by Boomi within ten (10) business days after the unavailability. If the unavailability is confirmed by Boomi, credits will be applied within 30 days of Boomi's receipt of customer's credit request.

The total amount credited to Customer in a particular month under this SLA shall not exceed the total monthly recurring fee paid by the Customer for said month for the affected Services. Credits are exclusive of any applicable taxes charged to Customer or collected by Boomi and are Customer's sole and exclusive remedy with respect to any failure or deficiency in the Availability.

#### Important Disclaimer Regarding Your SLA

Boomi's sole obligation and your exclusive remedy for Boomi's failure to deliver any services covered hereunder shall be for Boomi, at its option, to reperform the services in a manner substantially in accordance with this SLA or issue a refund to you.

For information regarding Boomi support services, please refer to our service description or access directly at REDACTED.

Annex D: Boomi Service Description Introduction to Your Service

As described in this Service Description (the “Service Description”), the Boomi AtomSphere Service (the “Service”) provides customer (“you” or “Customer”) access to a proprietary, business-integration, software-as-a-service via the Internet on a subscription basis. The Service enables you to integrate your data, software and software applications. Elements of the Service can be hosted by Boomi in a Boomi Cloud or downloaded and installed behind your firewall.

Offer Description

In connection with the Service, Boomi will provide Customer access to and use of a web-based software platform, developed, provided and hosted by Boomi, that enables you to design, build and execute integration processes (the “Boomi AtomSphere”). The Boomi AtomSphere includes the Boomi Atom, the Connector, and the Boomi Integration Platform.

Definitions

A “Connection” is one connection end-point to a database, application, or API for use in an integration process created within the Boomi Integration Platform. “Enterprise” class Connections and “Standard” class Connections are as stated at REDACTED. Customer will be periodically notified in writing of added or deleted available Connections.

“Boomi Atom” means the proprietary runtime engine hosted by Boomi, or downloaded and installed behind your firewall, which executes the integration processes.

“Boomi EDI” means the proprietary web-based Boomi AtomSphere software developed, provided and hosted by Boomi that enables you to design, build, execute and manage a trading partner network using traditional EDI data transformation (specifically AS2 and X12 data structures).

“Boomi Integration Platform” means the web-accessible design interface and library of components developed by Boomi, including, but not limited to, connectors, transformation maps, error handling modules, decision handling modules and processing logic, that enable you to design, create, build and manage an integration process.

“Connector” means the software code developed by Boomi that enables a connection to one instance of an application, database or file format.

“ViewData” is a function within the Service that provides Customer with the ability to use a web browser to view data from the integrations processed by the Boomi Atom.

Optional Services

Customer may elect to purchase the following optional services which, if purchased, will be reflected on Customer’s Order Form:

**Consulting Services:** Hourly, prepaid, or per-interface consulting, offering expertise in Boomi AtomSphere and general enterprise integration best practices.

**JumpStart Services:** Depending on the service purchased, either a web-based training and consulting service to help Customer become self-sufficient in using the Service or an onsite service involving integration consulting, assistance defining and implementing a pilot integration process and, if purchased, Boomi AtomSphere training and certification.

**Support Services:** Boomi’s goal is to provide support according to the tables below, depending on the level of support you’ve purchased. Standard Business Hours are defined by region:

**Asia Pacific (APAC):** 8am — 8pm GMT+11, Monday — Friday  
**Americas:** 8am — 8pm ET, Monday — Friday  
**Europe, Middle East, Africa (EMEA):** 8am — 8pm GMT, Monday — Friday

Extended Business Hours are from Sunday 5pm – Friday 8pm. If you believe Boomi has failed to respond to your support request in a timely manner, please contact us at REDACTED and we will work to remedy the situation.

	Standard	Premier	Premier Plus
Hours of Coverage	Standard Business Hours 24x7 for Severity 1	Extended Business Hours 24x7 for Severity 1	24x7 for all Severity Levels
Support Channels	User Forums Web Portal Access During Business Hours	User Forums Web Portal Access During Business Hours Live Chat Phone	User Forums 24x7 Web Portal Access Live Chat Phone

Number of Cases	15 / year	Unlimited	Unlimited
Case Overage Charge	Overages are charged at then current list price	None	None
<b>Support Response Time</b>	<b>Standard</b>	<b>Premier</b>	<b>Premier Plus</b>
<b>Severity 1 (Urgent):</b> Security breach, production down, or complete system failure. Significant parts of the system are not secure or are inaccessible or inoperable. There is no viable workaround.	1 hour	1 hour	1 hour
<b>Severity 2 (High):</b> Primary business requirements could not be met. There are no easily apparent viable workarounds. Performance, functionality, or usability is seriously degraded.	2 business days	8 business hours	4 hours
<b>Severity 3 (Medium):</b> Business requirements can be met with the system. Workaround is apparent. Performance, functionality, or usability is not seriously degraded.	2 business days	8 business hours	4 hours
<b>Severity 4 (Low):</b> May be addressed in a future release at Boomi's discretion. Minor typos, wish list suggestions, but not a required change. Would not affect release accuracy or usability in any significant way.	2 business days	8 business hours	4 hours

### Service Levels

Boomi makes the Service available to you pursuant to the Boomi AtomSphere Service Level Agreement ("SLA"), which is posted at REDACTED and is hereby incorporated into this Service Description. The SLA may be amended from time to time by Boomi, and any such amended version of the SLA will be the operative SLA with respect to this Service Description and the Service (i) from that point forward, or (ii) upon the next renewal date of the term, if Customer provides written notice of Customer's objection to the change within 30 days of the amendment. Any new features added by Boomi that update, augment, or enhance the Service will also be subject to this Service Description.

### Billing

Billing is done on an annual basis up-front, except in the case of Consulting Services that are purchased separately, and is payable in accordance with the payment terms set forth in your Order Form.

If Boomi is hosting the Boomi Atom in the Boomi Cloud, the Boomi AtomSphere fees (as listed on your Order Form) include up to one (1) gigabyte of data processed per Boomi Atom per month (the "Base Amount"). If you exceed the Base Amount, you will be invoiced an additional REDACTED (REDACTED) a month in additional data volume fees for each gigabyte or fraction thereof processed in excess of the Base Amount.

Boomi may impose a reconnection fee in the event Customer's account is suspended and Customer thereafter requests access to the Services.

The activation date ("Activation Date") of this Service Description is the date on which the related Order Form is executed by the Customer and accepted by Boomi. Billing will begin on the start date specified in the Order Form (the "Billing Start Date").

Boomi Professional Services are available and, if purchased, are subject to a separate signed Professional Services Agreement.

### Data Transfer

If Customer uses a Boomi Atom that is hosted by Boomi or engages the ViewData function, Customer data will be transferred to the Boomi AtomSphere platform in the United States. For the purposes of any such transfer, and as required by the applicable Master Services Agreement ("MSA") that governs Customers' use of the Service, Boomi will put in place adequate protection to safeguard the Customer data as follows: (i) to the extent Customer data is confidential, Boomi will protect such data in accordance with the confidentiality terms set forth in the MSA, (ii) Boomi will use appropriate technical and organizational measures to protect Customer data (including any personal data) against accidental or unlawful destruction or accidental loss, alteration, unauthorized disclosure or access, and (iii) Boomi will obligate its subcontractors and/or business partners who may have access to the Customer data to adopt equivalent security measures to those set out in subsection (ii) above.

### Miscellaneous

Other than with respect to the Boomi AtomSphere, no hardware or software is being transferred, sold, leased or licensed to Customer under this Service Description. To the extent Boomi uses hardware or software as part of its delivery of the Service, such hardware or software will be licensed, owned or otherwise held by Boomi.

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

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

<b>Call-off Contract charges</b>	The breakdown of charges is as below:	
	<b>Year 1</b>	
	REDACTED	REDACTED
	REDACTED	Included in above cost
	REDACTED	Included in above cost
	REDACTED	Included in above cost
	REDACTED	Included in above cost
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Please refer to G-Cloud rate card
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Please refer to G-Cloud rate card
	<b>Total – Year 1</b>	REDACTED
	<b>Year 2</b>	
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Included in above cost
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED

	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Please refer to G-Cloud rate card
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Please refer to G-Cloud rate card
	<b>Total – Year 2</b>	REDACTED
	<b>Year 3 - Optional</b>	
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Included in above cost
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	REDACTED
	REDACTED	Please refer to G-Cloud rate card
	REDACTED	REDACTED
	REDACTED	REDACTED
	Mondas IT Health Check	REDACTED
	Mondas Ad Hoc Security Consultancy	Please refer to G-Cloud rate card
	<b>Total – Year 3</b>	REDACTED

**Description of Software and Services above.**

### **Chakray Retained Team**

This capability will facilitate the acquisition, retention and dissemination of domain knowledge in respect of both your technical requirements and your practices, culture and approach. The retention fee below ensures that the Cabinet Office has ongoing access to a pool of SC cleared resources.

### **Chakray Integration Managed Services**

Chakray will provide a fully managed service for Integration, APIs and Flows. This includes the following :-

- Support service providing the following contact points
  - Email
  - Phone
  - Online Helpdesk (JIRA Service Desk)
  - Slack Channel
- Ongoing maintenance
- Proactive monitoring and alerting
- Knowledge Management
  - Maintenance of Cabinet Office Support Documentation
- Problem Management
  - Liaison with Cabinet Office Service Management for Problems
- Continuous Service Improvement

### **Mondas SOC**

#### **Monitor**

Our dedicated technical team is available 24 x 7 x 365 to monitor, respond and remediate any vulnerabilities and threats found within large volumes of data. Our technical resource will be available and investigating data activity around the clock.

#### **Triage**

Every alert that comes into our SIEM is investigated by our technical SOC analysts. All alerts will have a severity level attached with its alert ranging from low to critical priority. All alerts will be responded to by our analysts in line with our SLA's and priority level.

#### **Escalate**

If the remediation of the incident requires further support to resolve the incident is routed to 2nd and 3rd line SOC analysts for deeper investigation. Should further intervention still be required the ticket is routed to the Major Incident Response Team to implement the treatment recommendations in a controlled change approved manner.

#### **Respond and Recover**

Our first action for managing any threat is utilising the power of our Orchestration and Automation Response (SOAR) capabilities.

Examples of this include:

- Blocking malicious IPs and Domains at the Firewall.
- Gathering vulnerability data from the compromised machine.
- Automated phishing investigation and response.
- Updating antivirus rules from new IOCs.
- Automating response tickets.
- Kill and Quarantine viruses that are attempting to replicate on the network.
- Remediate the affected machine.
- In the event of a system takeover like a Ransomware attack we can roll back all affected machines to a working state.

Where manual intervention is required, Mondas leverages NIST's incident response best practice in combination with ITIL 4.0 aligned service management processes to ensure a fast and coordinated response by our SOC analysts.

### **Mondas IT Health Check**

#### **External Infrastructure Assessment**

- Assessment of internet facing assets from a network perspective - this usually includes office firewalls, VPNs etc.
  - Duration: 2-3 days.

## **Web Application Assessment**

- Assessment of web application, in general terms testing comprises of 2 main areas:
  - Attempting to interact with the underlying infrastructure in some way (web server, database etc.)
  - Attempting to interact with other users in some way (impersonating users, attacking other users etc.)
  - Duration: 1-2 days.

## **Internal Infrastructure Assessment/Wireless Assessment**

- Assessment of the office network and office wireless network.
  - This type of testing can vary a lot in complexity/size depending on the size and number of individual networks and subnets.
  - Duration 2-3 days.

## **Laptop/Server Build Review**

- In-depth review of a single laptop or server, since most devices will be configured in the same way any security recommendations can usually be rolled out across all similar devices.
  - This is more along the lines of an audit than an 'offensive' test, we would require admin access to the device in order to perform this type of testing since it is a configuration review.
  - Duration: 1-2 days per device

**Following completion of the ITHC we will provide a full risk-based report of the findings with detailed remediation actions and recommendations for future actionable improvements.**

## **Boomi Software**

Thank you for choosing the **Boomi Enterprise Edition Bundle**. This product comes with the following core features:

- Boomi Assure for Regression Testing
- Boomi Suggest for Best Practices
- Assure and/or Suggest may involve sharing information in the Boomi Community and may have their own terms if used - use is not mandatory
- Centralized Monitoring
- Visual Designer



Products Overview	
Product	Quantity
Enterprise Edition License	1
Standard Connection	10
Standard Test Connection	20
Enterprise Connection	1
Enterprise Test Connection	2
Deployment Environments Enabled	1
Advanced Workflow	1
Services Enablement	1
Molecule	2
Atom Worker	2
Atom Worker - Test	2
Atom Cloud Attachment	2
Atom Cloud Attachment - Test	2
Parallel Processing	1
Advanced User Security	1
Standard Connection	5
Standard Test Connection	10
Premier Support Negotiated Rate	1
API Management	10,000,000
HUB Edition	750,000
Flow Standard Edition	5
Managed Cloud Services	1
Enterprise Account Advisor	1

## Enterprise Account Advisor

### Planned Activities

#### EAA (Enterprise Account Advisor)

The Enterprise Account Advisor offering provides a long-term partnership engagement at the leadership, management, and technical level to ensure on-going success and alignment with business, organizational and technology pillars. The offering includes strategic advisory services for conceptual architectures, enterprise best practices and business process optimization, governance and new business capabilities.

#### Service Scope

Transform Enterprise Account Advisor Service -

The designated Enterprise Account Advisory team will provide the following advisory services:

- Architecture Guardrails Review (once) - initial assessment of business, organisational and technology alignment conducted by an Enterprise Architect.
- Architecture Guidance (on-demand) - access to a Platform Advisor for technical advice, guidance and recommendations limited to 150 hours per annum.
- Platform Strategy (annually) - assessment of current & target states, gap analysis and roadmap leading to a comprehensive Platform Strategy, maintained and updated annually by the Enterprise Architect.
- Conceptual Architecture (quarterly) - conceptual architecture models, in Archimate, detailing Business Architecture, Information System Architecture and Technology Architecture maintained and updated quarterly by the Enterprise Architect.
- Platform Review (quarterly) - high level review of the platform health and viability as well as tracking the adoption of any proposed recommendations by the Enterprise Architect.
- Advisory Review (monthly) - attendance to recurring executive review meetings by an Enterprise Architect.
- Program Management (monthly) - Overall program oversight, including program plan tracking, resource coordination and back-office management to ensure the successful delivery of the engagement.
- A choice of one of the below topic areas:
  - DataOps Strategy (annual) - assessment of current & target states, gap analysis and roadmap specifically in context of data management, leading to a comprehensive DataOps Strategy maintained and updated by the Enterprise Architect.
  - CI/CD Advisory (annual) - design of conceptual CI/CD solutions based on client requirements and existing 3rd party tooling.
  - Migration Factory Strategy (annual) - proposal of a migration strategy based on discovery, assessment and planning work in context of a platform migration to Boomi.

#### Assumptions and Exclusions

The EAA team is intended to provide strategic guidance and does not replace your Success Director or the services and operational functions listed below.

- Technical Architecture or hands-on system installs or support
- Training
- Professional Services/Consulting
- Support (break/fix)

Boomi **Managed Cloud Services**

The below table identifies the scope of the Managed Cloud Services, including the assigned resource type, activity, estimated frequency of activity, activity location, and outcome that Boomi will, using its discretion, act reasonably to achieve, each of which being subject to Customer providing Boomi:

- (a) Timely access to relevant Customer resources and system subject matter experts (SMEs) including third-party dependencies; and ensure appropriate, qualified personnel attend scheduled workshops and review sessions.
- (b) Scheduling and coordination of customer professionals for workshops and review sessions.

Component	Description
<b>Managed Cloud Service (Integration)</b>	Production Managed Cloud ( <b>AWS UK Small</b> ) <ul style="list-style-type: none"><li>• Compute: Hosts initially sized at (4 core, 8 GB RAM, 128GB Disk)</li><li>• Cluster Size: (3)</li><li>• Shared Storage: 1TB</li></ul>
Initial Term:	Dev/Test Managed Cloud
<b>(2) Years</b>	<ul style="list-style-type: none"><li>• Compute: Hosts initially sized at (4 core, 8 GB RAM, 128GB Disk)</li><li>• Cluster Size: (3)</li><li>• Shared Storage: 1TB</li></ul> <p>Both deployments are supplemented with the necessary Load Balancers, Administrative and Network resources.</p> <p>Service offering includes:</p> <ul style="list-style-type: none"><li>• Initial Discovery, Design phases aimed at evaluating customer requirements, mutually agree on technical details such as connectivity, IP ranges, etc., establish a platform architecture design. Activities include:<ul style="list-style-type: none"><li>○ Facilitate technical workshops</li><li>○ Document overall architecture and decisions</li></ul></li><li>• Procurement and administration</li><li>• Install/maintain OS's w/ latest security/patches</li><li>• Network / Load Balancer configuration</li><li>• Setup VPN or Peering connectivity (as required, and in collaboration with your company IT team)</li><li>• Atom Cloud SW Installation, Maintenance, Logging configuration</li><li>• Implementation of best practice configurations and tuning of the Atom Cloud</li><li>• Management by Boomi (Operational Support)<ul style="list-style-type: none"><li>○ Setting up operational monitoring and alerting</li><li>24x7 Monitoring</li><li>24x7 Support for Sev 1 issues and support as defined in the BSA</li><li>○ Access to a self-service monitoring dashboard</li></ul></li><li>• <b>High Availability</b><ul style="list-style-type: none"><li>○ Active/active cluster setup across 3 separate Availability Zones</li><li>○ 99.99% Service Availability</li><li>○ Configuration of hourly backups</li></ul></li></ul>
Managed Cloud Service ( <b>API Gateways</b> )	API Gateways for Managed Cloud Service offering (AWS UK Region):  A "Node" is a virtual machine that hosts the API Gateway
Initial Term:	Hosted API Gateway for Production Managed Cloud
<b>(2) Years</b>	2 Nodes initially sized at (2 core, 8GB RAM, high 10 footprint) <b>NFS</b> Hosted API Gateway for Dev/Test Managed Cloud 2 Nodes initially sized at (2core, 8GB RAM, high 10 footprint) <b>NFS</b> Includes: Services performed remotely Procurement and administration Install/maintain OS's w/ latest security/patches Network and broker or gateway configuration Hosted <b>API Gateway SW</b> Installation and Maintenance Management by Boomi (Operational Support)
	<p>Note: Hosted <b>API Gateway</b> for Managed Cloud Service requires a subscription license to API Management. API Gateway is a feature accessible only if customer first subscribes to API Management.</p>

### **Boomi MCS (Managed Cloud Service) High Availability and Business Continuity**

- **Active/Active cluster setup across 3 separate Availability Zones within the UK region**
- **United Kingdom only region and data centres**
- **99.99% Service Availability**
- **Configuration of hourly backups**

**Therefore, DR is in the UK**

REDACTED

<p>Planned Activities</p>	<p><u>Platform Architecture</u></p> <p>The Platform Architecture service aims to deliver a fully functioning Boomi platform to the customer based on their unique infrastructure and non-functional requirements. The overall solution and architecture proposed is fully documented as well as any infrastructure recommendations, installation, configuration and verification steps.</p> <p>Service Scope</p> <p>Standard Platform Architecture Service – for MCS (56 hours)</p> <ul style="list-style-type: none"> <li>• Discover: Facilitate workshop, break-out and deep-dive sessions (Remote) aimed at understanding the existing IT landscape and how the Boomi platform could be best implemented based on client requirements.</li> <li>• Design: Delivery of a Solution Architecture document containing the proposed designs and implementation details, such as conceptual, logical and physical diagrams, design decisions, etc. as well as an Infrastructure Handbook providing infrastructure sizing, provisioning, monitoring, etc. recommendations.</li> <li>• Build: Configuration of the platform and account features, environments and provisioning for up to three Public Atom Cloud Attachments, hosted Atom and/or Molecule runtimes. All installation, configuration and verification activities are documented in the Infrastructure Handbook.</li> </ul> <p>Assumptions and Exclusions</p> <ul style="list-style-type: none"> <li>• Runtime options are limited to Public Atom Cloud and/or hosted Atoms and/or Molecules (not Private Atom Clouds).</li> <li>• For client hosted runtimes, it is assumed that the client is self-sufficient in the infrastructure provisioning (server, network, etc.) based on the design and recommendations provided.</li> <li>• For client hosted runtimes, the client is responsible for providing server level access to allow smooth installation and configuration of the runtimes.</li> <li>• Containerized deployments are out of scope.</li> <li>• DevOps/CI/CD automations are out of scope.</li> </ul> <p><u>Platform Architecture - MDH Supplement</u></p> <p>Product subscription including MDH entails additional work with regards to data mgmt., governance and stewardship to best implement Boomi from a data mgmt. lens.</p> <p>Service Scope</p> <p>Standard - MDH Supplement - the engagement is limited to 9 days (72 hours) of Data Architecture, added to the Integration Platform Architecture service and split across the below phases:</p> <ul style="list-style-type: none"> <li>• Discover: Facilitate workshop, break-out and deep-dive sessions (Remote) aimed at understanding the existing data mgmt. practices in place, data sources, functions, quality, etc.</li> <li>• Design: Delivery of an MDH Supplemental Handbook containing the proposed designs and implementation details, such as repository structures, proposed data models, data quality functions, etc.</li> <li>• Build: Configuration of the platform and account features, environments and provisioning for up to two MDH Repositories (any additional repositories need to be included in the subscription)</li> </ul>
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## Best Practices Handbook

The handbook provides detailed information on design, build and operate best practices. The customer will receive some tailoring to the standard best practices handbook, including specific naming conventions and best practices related to the customer's chosen application stack. The customer will also receive a knowledge sharing session.

### Service Scope

Standard - Best Practices and Operational Handbook - the engagement is limited to 1 day (8 hours) of Technical Architecture, added to the Platform Architecture service.

## Framework Solution Design and Implementation

The Framework services provides the customer with a set of guardrails and shared services which can be used to expedite the development process, provide governance and standardisation for repeatedly used functions. The standard package is a base level service designed to give the customer a set of core features for common and medium level integrations.

### Service Scope

Standard Framework Service - the engagement is limited to 4 days (32 hours) of Technical Architecture, added to the [Boomi Toolkit) service, split across the below phases:

- Discover. Facilitate workshop, break-out and deep-dive sessions (Remote) aimed at understanding the specific integration use cases and how they will be supported by the framework services based on client requirements.
- Design: Delivery of a Framework Solution Design document containing the proposed designs and implementation details, such as conceptual, logical and physical diagrams, design decisions, etc.
- Build:
  - Shared Library
    - Core Services
    - Inter-Process Communication S
    - File Transfer Service (send/ receive)
  - Integration Process Templates
    - Scheduled
    - Event Triggered
  - Basic Functional Monitoring - A basic single channel error notification service, allowing customer to send a standard error message to a set list of recipients.
- Knowledge Transfer: In conjunction with the Framework Solution Design document, delivery of workshops to train the customer's development team in adopting the framework within their solution.

### Assumptions and Exclusions

- Customer has infrastructure on place for deployment in form of either:
  - Purchased one of the Technical Architecture blueprint packages (Express, Standard or Advanced)
  - Purchased Managed Cloud Services
  - An existing infrastructure setup

	<p><u>Project Management</u></p> <p>Project Management to ensure all Boomi deliverables will be delivered in time and according to Boomi quality standards.</p> <ul style="list-style-type: none"> <li>Plan and manage Boomi project resources throughout the project lifecycle.</li> <li>Organising a project kick off meeting and outlining the project timelines and ways of working.</li> <li>Sharing and collating of initial Boomi discovery templates.</li> <li>Providing a project charter.</li> <li>Creating and maintaining a detailed project plan of all Boomi related activities.</li> <li>Setup project status meetings to review project progress, risks, issues, actions and dependencies that may impact progress against the Boomi project plan.</li> <li>Manage all Boomi-related project meetings and workshops through the project lifecycle.</li> <li>Providing customer with updates on budget consumption.</li> </ul> <p>Out of Scope</p> <ul style="list-style-type: none"> <li>Programme management and coordination of customer, partner or third party resources.</li> </ul>
Customer Responsibilities	<p>Substantial and meaningful involvement of personnel, subject matter specialists, and senior management of the Customer is critical to the success of this engagement. The Customer is responsible for ensuring that (1) the identified Customer personnel actively participate in both the planning and execution of this engagement, and (2) Customer personnel are available to meet with the delivery team as needed. The Boom! identified professional services (including the assigned resource type, estimated frequency or activity, and outcome) are subject to Customer providing Boomi:</p> <ol style="list-style-type: none"> <li>1. Timely access to relevant Customer resources and system subject matter experts (SMEs) including third-party dependencies.</li> <li>2. Scheduling and coordination of customer professionals for workshops and review sessions.</li> <li>3. Providing assigned project leadership to coordinate with the Boom, Project Manager (as applicable); direct the Boomi subject matter expert consulting resources; and assign relevant tasks to the Boomi team.</li> <li>4. Configuration of all non-Boomi systems and dependencies.</li> <li>5. Application level user acceptance testing (UAT).</li> <li>6. As-is integration requirements (i.e. integration mapping requirements, specifications &amp; integration connectivity).</li> </ol>
General	<ul style="list-style-type: none"> <li>The typical lead time for scheduling the start of an engagement is four (4) to six (6) weeks. If Customer cancels or reschedules an engagement less than ten (10) days before it is scheduled to begin, it will pay Boom, a cancellation fee equal to three (3) Days of Activities and reimburse Boomi for any non-refundable Travel Expenses Boomi incurs as a result of the cancellation or rescheduling.</li> </ul>
Invoicing	<ul style="list-style-type: none"> <li>Professional Services amounts stated above will be <b>as Incurred</b>.</li> <li>Travel Expenses will be billed after they are incurred, as applicable.</li> </ul>

### Schedule 3 – Collaboration agreement

However, the Buyer reserves the right to request the Supplier to enter into a Collaboration Agreement at any point within the term of the contract. The Buyer shall provide written notification in the form of a Change Control Notice (CCN) within 60 Working Days' notice of the commencement of any such collaboration request.

The details of any collaboration, as outlined in the CCN, shall be formally agreed and authorised by all parties in accordance with the agreement below.

This agreement is made on [enter date]

Between:

1. The Buyer [name and address]
2. [Company name] a Company incorporated in [company address] under [registration number], whose registered office address is [office address].
3. [Company name] a Company incorporated in [company address] under [registration number], whose registered office address is [office address].
4. [Company name] a Company incorporated in [company address] under [registration number], whose registered office address is [office address] together (the Collaboration Suppliers), and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-off Contract (defined below) for the provision of [name of contact] services.
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-off contract to the Buyer.

In consideration of the mutual covenants in the Call-off contract and this Agreement and intending to be legally bound, the parties agree as follows:

#### 1. Definitions and interpretation

- 1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:
- 'Agreement' means this collaboration agreement, containing the Clauses and Schedules.
  - 'Call-off Contract' means each contract that is let by the Buyer to one of the Collaboration suppliers.
  - 'Contractors Confidential Information' has the meaning set out in the Call-off Contract.
  - 'Confidential Information' means the Buyers Confidential Information or any Collaboration Suppliers' Confidential Information.
  - 'Collaboration Activities' means the activities set out in the Agreement.
  - 'Buyer Confidential Information' has the meaning set out in the Call-off Contract .
  - 'Default' means any breach of the obligations of any Collaboration Supplier, or any default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties.



- 'Detailed Collaboration Plan' has the meaning given in clause 3.2
- 'Dispute resolution process' means the process described in Clause 9
- 'Effective date' means **[insert date]**
- 'Force Majeure Event' has the meaning given in clause 11.1.1
- 'Mediator' has the meaning given to it in clause 9.3.1.
- 'Outline collaboration plan' has the meaning given to it in clause 3.1
- 'Term' has the meaning given to it in clause 2.1
- 'Working day' means any day other than Saturday, Sunday or Public holidays in England and Wales.

## 1.2 General

### 1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way around.

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.

1.2.2 Headings are included in the Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

1.2.3 Reference to Clauses and Schedules are, unless otherwise provided, reference to clauses of and schedules to this Agreement.

1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## 2. Term of the Agreement

2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-off Contract (the 'Term').

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-off Contract.

## 3. Provision of the Collaboration Plan

3.1 The Collaboration Supplier's will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the 'Outline Collaboration Plan').

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of receipt of the proposals or the Effective Date, the Buyer will prepare a plan for the Collaboration Activities (the 'Detailed Collaboration Plan'). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective Call-off Contract, by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

- 3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
- 3.4.1 approve the Detailed Collaboration Plan
- 3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection.
- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
- 3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

#### **4. Collaboration activities**

- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all additional cooperation and assistance as set out in the Detailed Collaboration Plan.

#### **5. Invoicing**

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

#### **6. Confidentiality**

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
- 6.2.1 any persons employed by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
- 6.2.2 any persons employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
- 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
- 6.2.4 neither it nor any person engaged by it, whether as a servant or consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise.

- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any other information which is:

- 6.3.1 or becomes public knowledge other than by breach of this clause 6
- 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party

6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

6.3.4 independently developed without access to the Confidential Information

6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction.

6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the relevant contracts Call-off Contract.

## **7. Warranties**

7.1 Each Collaboration Supplier warrant and represent that:

7.1.1 it has full capacity and authority and all necessary consents (including, but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skills, care and diligence but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether expressed or implied by statute law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## **8. Limitation of liability**

8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of obligations implied in Section 2 of the Supply of Goods and Services Act 1982.

8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation

8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to (£ ,000).

8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to the Buyer to specify.

8.5 Subject always to clauses 8.1 and 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which subject to the limitations of liability set out in the relevant Contract), in no event will any party be liable to any other for:

8.5.1 indirect loss or damage

8.5.2 special loss or damage

8.5.3 consequential loss or damage

8.5.4 loss of profits (whether direct or indirect)

8.5.5 loss of turnover (whether direct or indirect)

8.5.6 loss of business opportunities (whether direct or indirect)

8.5.7 damage to goodwill (whether direct or indirect)

8.6 Subject always to clauses 8.1 and 8.2, the provision of clause 8.5 will not be taken as limiting the right of the Buyer to, among other things, recover as a direct loss any:

8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default.

## **9. Dispute resolution process**

9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The process for mediation and consequential provisions for mediation are:

9.3.1 a neutral advisor or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the other parties that he is unable or unwilling to act, apply to the Chairman of the Law Society to appoint a Mediator

9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations

9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings

9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it has been signed by their authorised representatives

9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of the parties

9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts.

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## **10. Termination and consequences of termination**

### **10.1 Termination**

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's respective contracts Call-off Contract.

- 10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their relevant contracts Call-off Contract. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

## **10.2 Consequences of termination**

- 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the contracts Call-off Contract following the termination (however arising) of this Agreement.
- 10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## **11. General provisions**

### **11.1 Force majeure**

- 11.1.1 For the purposes of this Agreement, the expression 'Force Majeure' will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond the reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
- 11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with the evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

### **11.2 Assignment and subcontracting**

- 11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.
- 11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the subcontractors.

### **11.3 Notices**

- 11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of the Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time

shown on the sender's fax transmission report.

- 11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

#### **11.4 Entire agreement**

- 11.4.1 The Agreement, together with the documents and agreements referred to in it, constitute the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the parties about this.
- 11.4.2 Each of the parties agrees that it in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.
- 11.4.3 Nothing in this clause 11.4 will exclude any liability or fraud.

#### **11.5 Rights of third parties**

- 11.5.1 Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **11.6 Severability**

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

#### **11.7 Variations**

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

#### **11.8 No waiver**

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

#### **11.9 Governing law and jurisdiction**

This agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties of their duly authorised attorneys the day and year first above written.

**For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the Company [Name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the Company [Name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the Company [Name]**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the Company [Name]**

Signed by:

Full name (capitals):

Position:

Date:



Collaboration Agreement Schedule 1 – List of contracts

Collaboration Supplier	Name/reference of contract	Effective date of contract



**Schedule 4 - Alternative Clauses**

NOT APPLICABLE

**Section 5 - Guarantee**

NOT APPLICABLE

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

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

<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>• other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.

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



<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

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

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

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

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

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

<b>Insolvency event</b>	<p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Dun &amp; Bradstreet rating of 10 or less</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.

<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
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<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediary's legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.



<b>Processor</b>	Takes the meaning given in the UK GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>o under the Bribery Act 2010</li> <li>o under legislation creating offences concerning Fraud</li> <li>o at common Law concerning Fraud</li> <li>o committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>

<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.

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

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

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

<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.

<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).

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

## Schedule 7 - GDPR Information

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

### Annex 1 - Processing Personal Data

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

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

Description	Details [input details into the table below]
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the Personal Data.</p>
Duration of the Processing	The duration of the processing shall continue for the Term of the Contract.
Nature and purposes of the Processing	<p><b>The nature of the processing:</b> the collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, erasure or destruction of data (whether or not by automated means).</p> <p><b>The purposes of the processing:</b> the processing of personal data is necessary to allow the Supplier to perform the Contract.</p>

Type of Personal Data	<p><b>Identity Data:</b> first name, last name, title, data of birth and gender.</p> <p><b>Contract Data:</b> email address and telephone numbers.</p> <p><b>Profile Data:</b> username and password, job title, organisation and other biographical details.</p> <p><b>Technical Data:</b> traffic and location data, weblogs and other communication data, and information from the user's computer, such as IP address, browser type and version, operating system, browser plug-in types and versions and platform and other technology on the devices the user uses to access the service, and cookies information.</p> <p><b>Usage Data:</b> information about how the user uses the service.</p> <p><b>Communications Data:</b> the user's preferences in receiving communications.</p>
Categories of Data Subject	Users who register on the service, who will all be existing civil servants.
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	<p>Data will be retained for the duration of the contract, unless otherwise agreed.</p> <p>Where a data subject deletes their individual account, personal data relating to that account shall be retained for a period of 6 months, after which such data shall be destroyed.</p> <p>All buyer data stored on the platform or solution will be destroyed using data destruction procedures agreed upon with the buyer on expiry or termination of the contract.</p>



## **Schedule 8 - Security Management Schedule**

Document sent as additional attachment.