



G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	481003048659180
Call-Off Contract reference	SR1789248974
Call-Off Contract title	HMRC Borders & Trade (B&T) Platform Services
Call-Off Contract description	The supplier will provide build and run services to assist and enable HMRC Borders & Trade Engineering and Live Service (ELS) to develop, deploy and manage critical application services for HMRC, on platforms which are hosted either on-premises, virtualised or on-cloud.
Start date	2 nd August 2024
Expiry date	1 st August 2026
Call-Off Contract value	<p>The maximum total value of this Call-Off Contract is £15,750,000</p> <p>The above figure consists of:</p> <ul style="list-style-type: none"> • £10,500,000 for the initial 24 month term, and • £5,250,000 for the optional 12 month extension <p>All of the above figures are exclusive of VAT.</p>

Charging method	<p>Outcome based Statements of Work with payment milestones. Charges based upon Suppliers rate card.</p> <p>Charges will be paid via Invoice – BACS.</p>
Purchase order number	TBC post Contract Award

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

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

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

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

From the Buyer	<p>HMRC</p> <p>100 Parliament Street London SW1A 2BQ</p>
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To the Supplier	<p>Tecknuovo ltd</p> <p>Registered address:</p> <p>20-22 Wenlock Road London N1 7GU</p> <p>company number 9611416</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 2nd August 2024 and is valid for 24 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 30 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • planning • setup and migration • security services • quality assurance and performance testing • training • ongoing support <p><u>Statement of Work (SOW)</u></p> <p>During the Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon the execution of each SOW, it shall become incorporated into the Contract</p> <p>Each SOW will be scoped, drafted, and signed on an individual basis. These SOW's will have the flexibility to agree specific packages of work as fixed price, time and materials, and additional commercial models deemed appropriate by both Buyer and Supplier.</p> <p>The Suppliers G-Cloud Rate Card will be used for the</p>

	<p>purpose of defining and pricing each SOW.</p> <p>Milestone delivery dates will be assigned to deliverables within the SOW. These milestones will form part of the SOW payment profile.</p> <p>Multiple SOW's can operate concurrently.</p> <p>The SOW template can be found in Schedule 1 - Services</p>
Additional Services	N/A
Location	<p>The particular location shall be specified within each executed SOW (in which case the Supplier shall be entitled to charge any allowable expenses in compliance with the HMRC Travel & Subsistence Policy, details of which can be found in the 'Supplemental requirements in addition to the Call-Off terms' section, below.)</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract are specified by the UK Government Service Standard</p>
Technical Standards:	<p>The technical standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • Agile Delivery; • Test Management; • PVT = Performance & Volume Testing. UAT = User Acceptance Testing. OAT = Operational Acceptance Testing. SIT = System Integration Testing. • Test Automation including; TDD = Test Driven Development. BDD = Behaviour Driven Development. Continuous Integration = Integration of code from multiple contributors (e.g. within GitLab) (otherwise known as CI) • Scrum, DevOps and Kanban expertise; • AWS well architected solutions • Mentoring/coaching experience for capability build.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>As outlined in the Schedule 1 Services under</p>

	Performance Monitoring
Onboarding	<p>The Supplier is the current incumbent, and therefore Contract Onboarding is not required. However, when Statements of Works are drafted and agreed by the Parties, the following activities shall take place:</p> <ul style="list-style-type: none"> • Supplier and Buyer will meet to discuss services required, expected deliverables and ways of working; • The Supplier will select suitably qualified and experienced staff to deliver the service and will ensure the relevant security checks (i.e., BPSS as a minimum) are completed prior to commencement date; and • The Supplier may substitute staff at any point providing the replacement staff are equally qualified/experienced and appropriate notice and arrangements in place.
Offboarding	<p>The offboarding plan for this Call-Off Contract is:</p> <ul style="list-style-type: none"> • The Buyer has the right to reduce the rate of development or delivery of service contained within a SoW when required. • In the event that the above should happen, Supplier and Buyer will mutually agree a reduction in the service with a two week notice period. The outcome of which will likely be a reduction in team size by the Supplier. • The notice period shall be given in writing (by email). The receiving party must acknowledge receipt of request within 24 hours.
Collaboration agreement	N/A

<p>Limit on Parties' liability</p>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 1,000,000 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or % 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000 or % 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<p>Insurance</p>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

<p>Buyer's responsibilities</p>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • providing access to relevant HMRC sites (if site access is required); • providing a suitable physical work environment and IT equipment in order to deliver the service; • providing existing system documentation and access to solution design documents, product backlog, and features for the IT services and related business processes; and • providing relevant resources for knowledge transfer/mentoring. <p>Also;</p> <ol style="list-style-type: none"> 1. HMRC are responsible for assuring the suitability of the solution. In order to do this HMRC will implement the following Governance review team that will review the engagement on a regular basis. It will comprise of the following members: <ol style="list-style-type: none"> a) Payment & Governance – (Refer to SoW or work order) b) Delivery Compliance (Refer to SoW or work order) c) Technical compliance (Refer to SoW or work order) d) Testing Compliance (Refer to SoW or work order) 2. Work package owner from the supplier team: <ol style="list-style-type: none"> a) will coordinate with the Review Panel Team; b) will deal with all commercial requirements or behavioural issues; c) Will meet with a minimum of 3 (of 4) of the review team panel once a week; and d) will own any escalations raised by the review panel team. 3. HMRC approvers who will assess the following: <ol style="list-style-type: none"> a) Product Owner <ol style="list-style-type: none"> I. Acceptability of the end product II. Acknowledging the business requirement and acceptance criteria being met III. Approving the demo/show and tell b) Technical Architecture <ol style="list-style-type: none"> I. Acceptability of the end product design II. Industry coding standard and best practices followed III. Approved technology implemented c) Test Lead/Manager/Head of Testing
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	<ul style="list-style-type: none"> I. Approval of testing practices II. Approval of test results III. Approval of test completion reports <ul style="list-style-type: none"> 4. HMRC will provide Laptops and access to userdomain01, JIRA, Gitlab (developer permission), Confluence, AWS, D4D. 5. HMRC will create distinct area within JIRA for supplier to undertake project/issue tracking management.
Buyer's equipment	Due to security and access requirements, the Buyer will provide a suitable physical work environment and IT equipment in order to deliver the service.

Supplier's information

Subcontractors or partners	N/A
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS
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<p>Payment profile</p>	<p>Upon the successful achievement/completion of Deliverables and/or Milestones within each individual SOW, the Buyer shall pay the amount outstanding, within 30 days of receipt of a valid undisputed invoice.</p> <p>The payment profile for this Call-Off Contract is monthly in arrears.</p>
<p>Invoice details</p>	<p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p> <p>The Supplier will issue Electronic Invoices in accordance with the agreed Payment Profile.</p> <p>All invoices must be sent via: Ariba network</p> <p>The Supplier shall ensure that each invoice is submitted in the correct format for the Buyer's e-invoicing system, or that it contains the following information:</p> <ul style="list-style-type: none"> • the date of the invoice; • a unique invoice number; • the Service Period as defined in the SOW or other period(s) to which the relevant Charge(s) relate; • the correct reference for this Contract; • the reference number of the purchase order to which it relates; • the dates between which the Services subject of each of the Charges detailed on the invoice were performed; • a description of the Services; • the pricing mechanism used to calculate the Charges (such as fixed price, T&M); • any payments due in respect of completed milestones as approved by the Buyer; • the total Charges gross and net of any applicable deductions and, separately, the amount of any Reimbursable Expenses properly chargeable to the Buyer under the terms of this Contract, and, separately, any VAT or other sales tax payable in respect of each of the same; • details of any service credits or similar deductions that shall apply to the Charges detailed on the invoice; • reference to any reports required by the Buyer in respect of the Services to which the Charges detailed on the invoice relate (or in the case of reports issued by the Supplier for validation by the Buyer, then to any such reports as are validated by the Buyer in respect of the Services);

	<ul style="list-style-type: none"> • a contact name and telephone number of a responsible person in the Supplier's finance department in the event of administrative queries; and • the banking details for payment to the Supplier via electronic transfer of funds (i.e., name and address of bank, sort code, account name and number).
Who and where to send invoices to	<p>Invoices will be sent to: Payments.team@hmrc.gsi.gov.uk</p> <p>Invoices will be processed within the Ariba Network.</p>
Invoice information required	<p>All invoices must include the information specified within 'Invoice details' section, above.</p>
Invoice frequency	<p>Invoice will be sent to the Buyer in arrears</p>
Call-Off Contract value	<p>The maximum total value of this Call-Off Contract is £15,750,000</p> <p>The above figure consists of:</p> <ul style="list-style-type: none"> • £10,500,000 for the initial 24 month term, and • £5,250,000 for the optional 12 month extension <p>All of the above figures are exclusive of VAT.</p>

Call-Off Contract charges	The breakdown of the Charges is detailed in “Schedule 2 - Call-Off Contract charges”.
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Additional Buyer terms

Performance of the Service	As outlined in Schedule 1 - Services
Guarantee	N/A
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3.

<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <ul style="list-style-type: none"> • All personnel involved in the provision of the service act in line with HMRC values and behaviours; • All processes, tools, templates, IPR or other documentation produced under the contract to be made available under the Open Government licence; • All documentation is stored within the Programme file structure and available to HMRC at all times; • Relevant personnel provide timely attendance at programme meetings as required; and • Delivery of the service includes skills transfer to HMRC staff as required. <p>HMRC Travel & Subsistence Policy:</p> <ul style="list-style-type: none"> • Travel to and from the Primary Location will be met from the day rate; • T&S policy and rates for supplier staff shall mirror those in the HMRC's internal T&S policy and rates in effect at the time of travel, the current version of which are set out below. • Expenses are payable where travel to other locations is required as part of the assignment forming part of this agreement. Where an overnight stay is required HMRC will pay for actual bed and breakfast costs within the current maximum limits detailed below. Any other subsistence or incidental expenses are not payable. Receipts must be provided; and • All other expenses will be payable at the discretion of HMRC. The Supplier shall not incur such expenses without the prior approval of the HMRC Work Manager. Any expense incurred by the Supplier without prior approval shall not be reimbursed. • If the HMRC internal T&S rates or policy change during the life of the contract, HMRC will take steps to bring the updated policy to the attention of effected supplier staff. <p>HMRC Policy</p> <p>HMRC Sustainable travel policy</p> <p>HMRC is committed to adopting more sustainable travel behaviours. Travel plays an important role in delivering many aspects of our business, but travel can also have a negative impact on the environment and on your work life balance. We are working to improve our travel management so that we can contribute to the Government's Sustainable Development Objectives. This will help reduce the impact of climate change.</p>
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	<p>How you can help deliver our business sustainably</p> <p>You can help in two straightforward ways:</p> <p>Avoid travelling in the first place. This is about minimising your need to travel to meet your business objectives. You can change your working practices and help develop a culture which supports not travelling.</p> <p>For meetings your starting point should be that the meeting can be delivered effectively remotely. If you are responsible for setting up meetings you should take the lead on this. If meeting attendees, ask to use remote communication methods you should do all you can to achieve this.</p> <p>Travel for business can be essential in certain circumstances. Before you travel or ask others to travel on official business, you must decide whether your business objective can be achieved using alternatives. A well-run teleconference / Teams meeting can be as effective as a face to face meeting. It also saves 95% of the cost in expenses and staff time spent travelling.</p> <p>If you must travel, use more sustainable modes of transport. Train, tube and bus are the most sustainable options.</p> <p>Face to face meetings should be set up in locations with public transport access wherever possible.</p> <p>Before you organise and undertake any travel you must have a clear business justification for your journey and obtain prior approval from your contract manager. Your manager will make clear, as part of your team's business planning, when travel is appropriate and when alternative working options should be applied.</p> <p>It's your responsibility to agree with your contract manager before you travel that you are intending using the most cost effective, practical and sustainable travel option and that budget is in place to cover the cost to travel</p> <p>Claiming expenses</p> <ul style="list-style-type: none"> • Claim only what you are entitled to claim in accordance with the T&S guidance below. • Make sure you have receipts to support your claims as these are important in ensuring that HMRC achieves the same standards of record keeping as for its own staff and its contractors as HMRC expects of other taxpayers.
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- Maintain your own personal record of expenses incurred as additional support to your claims
- Make sure you submit any claims within three months of the date the expenses are incurred, as this allows managers and budget holders to manage their resources more effectively.
- Only claim T&S for your meals and travel only, do not claim any element of T&S for your colleague's meal or travel as this may attract potential tax implication.
- A process for claims should be agreed with your contract manager at the start of the contract
- Your contract Manager will refuse to pay any claims above the stated rates
- Your contract manager can refuse to pay any claim where the Policy has not been met
- All HMRC T&S claims are subject to audit and public scrutiny

Journeys you can and can't claim for

If you make	then
a journey while you are on official business	you can claim for this journey.
a journey between your home and your designated workplace	you can't claim for this journey

Class of travel by Rail

Use **standard class travel for all rail journeys** irrespective of the journey time, unless you fulfil the conditions to travel first class (see below).

If you have your manager's approval before the journey takes place, and if	then
you have special needs that require you to travel at a higher class	you may travel first class.

	<div>there is a business need for you to travel with a colleague who may travel first class</div>	<div>you may travel first class.</div>									
	<div>the cost of first-class travel is cheaper or the same cost as standard class travel</div>	<div>you may travel first class.</div>									
	<div>Mileage allowances</div>										
	<table><tr><th>Allowance</th><th>Rate (pence per mile)</th></tr><tr><td>Higher Rate Mileage Allowance (limited to the first 10,000 miles in any financial year)</td><td>45p</td></tr><tr><td>Basic Rate Mileage Allowance</td><td>25p</td></tr><tr><td>Motorcycle Rate</td><td>24p</td></tr><tr><td>Pedal Cycle Rate</td><td>20p</td></tr></table>		Allowance	Rate (pence per mile)	Higher Rate Mileage Allowance (limited to the first 10,000 miles in any financial year)	45p	Basic Rate Mileage Allowance	25p	Motorcycle Rate	24p	Pedal Cycle Rate
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<div>Day Subsistence rates</div>											
<div>Provided you incur a cost that is more than you would normally have incurred at home or your office, actual expenditure will be paid within these limits</div>											
<table><tr><th>Allow- ance</th><th>Details</th><th>Amount</th></tr><tr><td>One Meal Al- lowance</td><td>Where away from home and permanent</td><td>up to a maxi- mum of</td></tr></table>			Allow- ance	Details	Amount	One Meal Al- lowance	Where away from home and permanent	up to a maxi- mum of			
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		workplace for more than 5 hours	£8.25
	Two Meal Allowance	Where away from home and permanent workplace for more than 10 hours	up to a maximum of £17.75
	Three Meal Allowance	Where away from home and permanent workplace for more than 13 hours	up to a maximum of £26.00
	Un-planned late working	Where you must buy a meal when you are unexpectedly required to work after 20:00 hours in addition to your normal day and more than 3 hours after the end of your normal day	up to a maximum of £8.25
	Short-term Night Subsistence Allowances Hotel Bed and Breakfast Capped Rates at the following locations, actual expenditure incurred within these limits.		
	Location		Hotel B&B capped limit:
	London / within M25 (excluding Heathrow Airport)		£130
	Bristol; Heathrow Airport		£100

	Oxford; Portsmouth		£95
	Elsewhere in UK		£90
	<p>Hotel rates can be higher during peak times, so contract managers can consider requests to exceed the capped rate, particularly if there are any personal safety concerns with the location of a cheaper rate hotel</p>		
	<p>Short-term Overnight Subsistence Allowances</p>		
	Allow- ance	Detail	Amount
	Main Meal Al- lowance -	Actual expenditure on an evening meal if away over-night	up to a maxi- mum of £26.00 for each night
	Travel from Ho- tel to De- tached Duty Of- fice	Actual costs subject to reasonable value-for-money/business considerations	VFM
	Staying with Family or Friends Allow- ance	You choose to stay with family or friends instead of at a hotel	£25.00 per night.
	Personal Ex- penses	actual cost of unavoidable personal expenses in-curred	up to maxi- mum of £5 for

	<table><tr><td>Allow- ance -</td><td></td><td>each night</td></tr></table>	Allow- ance -		each night							
Allow- ance -		each night									
	<p>Expenses for journeys you can't claim</p> <table><tr><th>If</th><th>then</th></tr><tr><td>your vehicle does not meet HMRC's insurance requirements; Business user is included</td><td>you can't claim mileage allowance.</td></tr><tr><td>expenses have been paid to you or are due to be paid to you by a third party - for example, another government department or organisation</td><td>you can't claim.</td></tr><tr><td>you incur parking penalties or fines for motoring offences</td><td>you can't claim.</td></tr><tr><td>you incur parking excess charges</td><td>you can't claim</td></tr></table>	If	then	your vehicle does not meet HMRC's insurance requirements; Business user is included	you can't claim mileage allowance.	expenses have been paid to you or are due to be paid to you by a third party - for example, another government department or organisation	you can't claim.	you incur parking penalties or fines for motoring offences	you can't claim.	you incur parking excess charges	you can't claim
If	then										
your vehicle does not meet HMRC's insurance requirements; Business user is included	you can't claim mileage allowance.										
expenses have been paid to you or are due to be paid to you by a third party - for example, another government department or organisation	you can't claim.										
you incur parking penalties or fines for motoring offences	you can't claim.										
you incur parking excess charges	you can't claim										
Alternative clauses	N/A										

<p>Buyer specific amendments to/refinements of the Call-Off transContract terms</p>	<p>AUTHORITY'S MANDATORY TERMS</p> <p>For the avoidance of doubt, references to 'the Agreement' mean the attached Call-Off Contract between the Supplier and the Authority. References to 'the Authority' mean 'the Buyer' (the Commissioners for Her Majesty's Revenue and Customs). The Agreement incorporates the Authority's mandatory terms set out in this Call-Off Order Form.</p> <p>In case of any ambiguity or conflict, the Authority's mandatory terms in this Schedule Buyer specific amendments section of the Call Off Order Form will supersede any other terms in the Agreement.</p> <p>For the avoidance of doubt, the relevant definitions for the purposes of the defined terms set out in the Authority's mandatory terms in this Buyer specific amendments section of the Call Off Order Form are the definitions set out at Clause 1 of this Buyer specific amendments section of the Call Off Order Form.</p> <p>1. Definitions</p> <p>"Affiliate" in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;</p> <p>"Authority Data" (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p style="padding-left: 40px;">(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p style="padding-left: 40px;">(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p style="padding-left: 40px;">(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p> <p>"Charges" the charges for the Services as specified in this Call Off Order Form;</p> <p>"Connected Company" means, in relation to a company, entity or other person, the Affiliates of that</p>
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	<p>company, entity or other person or any other person associated with such company, entity or other person;</p> <p>“Control” the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;</p> <p>“Controller” take the meaning given in the UK GDPR;</p> <p>“Processor”</p> <p>“Data Subject”,</p> <p>“Data Protection Legislation” "the data protection legislation" as defined in section 3(9) of the Data Protection Act 2018; and;</p> <p>all applicable Law about the processing of personal data and privacy;</p> <p>“Key Subcontractor” any Subcontractor:</p> <p>which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or</p> <p>with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;</p> <p>“Law” any applicable Act of Parliament, subordinate legislation within the meaning of section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of section 2 of the European Communities Act 1972, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply;</p> <p>“Personal Data” has the meaning given in the UK GDPR;</p> <p>“Purchase Order Number” the Authority’s unique number relating to the supply of the Services;</p>
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	<p>“Services” the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;</p> <p>“Subcontract” any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;</p> <p>“Subcontractor” any third party with whom: the Supplier enters into a Subcontract; or a third party under (a) above enters into a Subcontract, or the servants or agents of that third party;</p> <p>“Supplier Personnel” all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;</p> <p>“Supporting Documentation” sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;</p> <p>“Tax” all forms of tax whether direct or indirect; national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction; all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
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	<p>“Tax Non-Compliance” where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:</p> <ul style="list-style-type: none">) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.; and) any “Essential Subcontractor” means any Key Subcontractor; <p>“UK GDPR” the UK General Data Protection Regulation, the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679);</p> <p>“VAT” value added tax as provided for in the Value Added Tax Act 1994.</p> <p>2. Payment and Recovery of Sums Due</p> <p>2.1 The Supplier shall invoice the Authority as specified in Clause [insert correct document reference as per the Call-Off Contract] of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:</p> <ul style="list-style-type: none"> 2.1.1 the Supplier does so at its own risk; and 2.1.2 the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier. <p>2.2 Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted</p>
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	<p>by the Supplier, as directed by the Authority from time to time via the Authority's electronic transaction system.</p> <p>2.3 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.</p> <p>3. Warranties</p> <p>3.1 The Supplier represents and warrants that:</p> <p>2.1.1 in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;</p> <p>2.1.2 it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and</p> <p>2.1.3 no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.</p> <p>3.2 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established; it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and and/or no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date. has been breached, is untrue, or is misleading, it shall immediately</p>
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	<p>notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.</p> <p>3.3 In the event that the warranty given by the Supplier pursuant to Clause it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>4. Promoting Tax Compliance</p> <p>4.1 All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.</p> <p>4.2 To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.</p> <p>4.3 The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.</p> <p>4.4 If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:</p> <p style="padding-left: 20px;">2.1.1 notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and</p> <p style="padding-left: 20px;">2.1.2 promptly provide to the Authority:</p> <p style="padding-left: 40px;">(a) details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and</p> <p style="padding-left: 40px;">(b) such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.</p> <p>4.5 The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any</p>
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	<p>amounts due under this Clause Error! Not a valid book-mark self-reference. shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.</p> <p>4.6 Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.</p> <p>4.7 If the Supplier:</p> <p>2.1.1 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established., notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and and/or Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations. this shall be a material breach of the Agreement;</p> <p>2.1.2 fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement. on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or</p> <p>2.1.3 fails to provide details of steps being taken and mitigating factors pursuant to Clause promptly provide to the Authority: which in the reasonable</p>
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	<p>opinion of the Authority are acceptable this shall be a material breach of the Agreement;</p> <p>and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>4.8 The Authority may internally share any information which it receives under Clauses The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement. to If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall: (inclusive) and Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations., for the purpose of the collection and management of revenue for which the Authority is responsible.</p> <p>5. Use of Off-shore Tax Structures</p> <p>5.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the</p>
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	<p>Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.</p> <p>5.2 The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.</p> <p>5.3 In the event of a Prohibited Transaction being entered into in breach of Clause Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("Prohibited Transactions"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business. above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-</p>
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	<p>shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (“Prohibited Transactions”). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business. and The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place., the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.</p> <p>5.4 Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place. and In the event of a Prohibited Transaction being entered into in breach of Clause Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them</p>
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	<p>on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (“Prohibited Transactions”). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business. above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract (“Prohibited Transactions”). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business. and The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place., the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Au-</p>
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	<p>thority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement. shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p> <p>6 Data Protection and offshoring</p> <p>6.1 The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement:</p> <p>6.1.1 not process or permit to be processed Personal Data outside of the United Kingdom unless the prior explicit written consent of the Authority has been obtained and the following conditions are fulfilled:</p> <ul style="list-style-type: none"> (a) the Supplier or any applicable Processor has provided appropriate safeguards in relation to any transfer of the Personal Data (whether in accordance with UK GDPR Article 46 or, where relevant, section 75 of the Data Protection Act 2018) as determined by either the Authority or the Supplier when it is the Controller; (b) the Data Subject has enforceable rights and effective legal remedies; (c) the Supplier or any applicable Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is processed (or, if it is not so bound, uses its best endeavors to assist either the Authority or the Supplier when it is the Controller in meeting its obligations); and (d) the Supplier or any applicable Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data; <p>6.2 Failure by the Supplier to comply with the obligations set out in Clause The parties agree that the Supplier shall, whether it is the Controller or Processor, in relation to any Personal Data processed in connection with its obligations under the Agreement: shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).</p> <p>7 Commissioners for Revenue and Customs Act 2005 and related Legislation</p>
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	<p>7.1 The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.</p> <p>7.2 The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.</p> <p>7.3 The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause The Supplier shall comply with and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.</p> <p>7.4 The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.</p> <p>7.5 In the event that the Supplier or the Supplier Personnel fail to comply with this Clause Commissioners for Revenue and Customs Act 2005 and related Legislation, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).</p>
Personal Data and Data Subjects	<p>The Supplier's services will not include any Personal Data processing.</p> <p>Annex 1 and Annex 2 of Schedule 7 are not required.</p>



Intellectual Property	N/A
Social Value	<p>The Supplier will commit to spending 60%+ of the contract spend through micro-organisations in their supply chain.</p> <p>The Supplier provide quarterly reports to demonstrate the spend %, including a breakdown of investment into underinvested regions</p>







1. Formation of contract

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

2. Background to the agreement

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

Signed	Supplier	Buyer
Name		

Title		
Signature		
Date		

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)
 - 24 (Conflicts of interest and ethical walls)
 - 25 (Publicity and branding)
 - 26 (Equality and diversity)
 - 28 (Data protection)
 - 31 (Severability)

- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
 - 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
 - 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

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

4. Supplier staff

- 4.1 The Supplier Staff must:
 - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

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

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN

Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

16. Security

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

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

17. Guarantee

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires.
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

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

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

22. Handover to replacement supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

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

- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to end it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably

possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

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

30. Additional G-Cloud services

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

1. Definitions

“Statements of Work or SoW”

a document signed by the Buyer and Supplier describing a specific set of activities and/or deliverables which the Supplier is to provide the Buyer, issued pursuant to the Call-Off Contact. This document will include the Supplier’s charges and how they will meet the Buyer’s requirements.

2. Overview

- 2.1. Borders & Trade (B&T) Live Service develop, deploy, run and manage critical application services for HMRC. Currently, the platforms on which they sit are mixed: some on-premises, some virtualised on private cloud, some on AWS. In order to standardise the infrastructure setting, B&T Engineering and Live Service wish to establish a common framework for building, running and operating applications in the cloud. To achieve this, the HMRC Container Platform (HCP) provided by Enterprise Cloud Services (ECS), based on AWS EKS, will be used as B&T’s foundation.
- 2.2. B&T need to build on this foundation to provide its application delivery layers with the standardised toolsets, patterns and guardrails needed to deliver and manage its critical applications consistently and securely.

3. Objectives

- 3.1. The Main key objectives are to provide:
 - i **Increased agility and speed of delivery, whilst reducing build costs** by minimising the time required to set-up development environments and providing dev/sec/ops tools for new and existing projects.
 - ii **Improved maintainability** by reusing the same technology for tools and runtime components.
 - iii **Improved Quality** by meeting non-functional requirements (security, availability, performance, monitoring) using standard patterns and approaches.
 - iv **Lower run costs** by increased infrastructure utilisation and the use of a common platform engineering team.
 - v **Improved access to in-demand dev/sec/ops skills** by sharing them across projects.

4. Technologies

- 4.1. The following outlines the technology currently expected to be used as part of the platform design and delivery, the Supplier shall ensure it is experienced in using these technologies.
 - i. AWS & Azure - Cloud Provider
 - ii. AWS EKS / Azure AKS - Platform (delivered via HCP)

- iii. Terraform – Infrastructure as Code
- iv. GitLab – pipeline deployment
- v. GitLab – code repository
- vi. Jfrog Artifactory – artefact management
- vii. ELK stack – monitoring & alerting
- viii. HashiCorp Vault – secret management
- ix. SonarQube – code scanning
- x. Jfrog Xray – container scanning
- xi. RDS Aurora (MySQL) – Database technology
- xii. Dynamo DB – Database technology
- xiii. Service Mesh (e.g. Istio)

4.2. Further technologies may emerge as additional use cases become apparent.

5. Skills Requirements

5.1. The Supplier will ensure it has experience in the following skillsets:

- i. **Kubernetes** (AWS EKS preferred) - for automating the deployment, scaling, and management of containerized applications.
- ii. **Cloud infrastructure** (AWS)
- iii. **Infrastructure as Code** (Terraform and orchestration tools)
- iv. **Dev/Sec/Ops tools and practises:** understanding of the security principles required for EKS including platform multi-tenancy and integrating strong security practices into DevSecOps processes/culture

5.2. The supplier should be able to demonstrate experience in the use of the following:

- i. DevSecOps tools/Languages, Ansible, Git, Artifactory, GitLab, Jira and Confluence.
- ii. Experience with building highly automated infrastructure in Terraform
- iii. Docker, Containerisation, Kubernetes, Networking, Security, Configuration Management, CI/CD pipelines.
- iv. Understand modern DevSecOps practices used to maintain a containerised architecture.
- v. Elastic Stack (Beats, Elasticsearch, Kibana, APM)

6. Scope of Services

6.1. The scope of service is to develop, deploy, run and manage B&T's Platforms, based on the standard HCP AWS EKS / AKS platform. In developing the B&T platform, the Supplier will be responsible for the following items activities:

- i. Provide input into platform Use Cases,
- ii. Provide detailed designs to support platform features required, ensuring inherent compliance with HMRC Security standards,
- iii. Build and automate platform & toolset deployment to be agnostic to the applications and environments,
- iv. Provide application teams access to toolsets & templates required to build applications in a consistent manner utilising the chosen technologies,
- v. Prove and test the platform, its deployment and use of the application tools & templates

- vi. Provide guidance to application teams for migrating application services into the platform,
 - vii. Provide expert input into the operational model and processes for on-going operational management.
- 6.2. There are other HMRC delivery groups that have developed their own platforms, the Supplier should where possible look to re-use, adapt and/or enhance what has been deployed elsewhere, adopting good practices and standards already in use by other delivery groups.
- 6.3. During the term of Call-Off contract the Supplier must ensure that knowledge transfer of their products, processes and standards transferred to B&T Live Service teams or other relevant teams. To satisfy this requirement, the supplier is expected to build the capability of the HMRC platform services team by:
- i. Work alongside HMRC live service and programme delivery team as part of a leveraged DevSecOps team.
 - ii. Support and encourage self and formal learning for new platform services team members and the wider application service DevOps team members.
 - iii. Provide on-going knowledge transfer to existing / new platform team engineers as onboarded to the team, who may be a combination of HMRC and other supplier resource, and ensure knowledge transfer uptake.
 - iv. Ensure transition of the platform service by providing operational support during transition to Live Operations.
 - v. Promote DevSecOps best practices.
- 6.4. This Call-Off Agreement may be extended to other HMRC Delivery groups who wish to develop their own platform services within the scope of services defined in section 6.1-6.3 above.

7. Security Clearance

- 7.1. The supplier will be responsible for ensuring their resource have and maintain adequate security clearances for the roles. The immediate minimal requirement for the project is BPSS, and be eligible for security clearance (SC).
- 7.2. All Supplier resources providing production operational support must be SC cleared.

8. Response Times

8.1. The Supplier will adhere to the following response times:

9. SLAs and KPIs

9.1. KPIs

Table 1

9.2. SLAs/OLAs

10. Performance Reviews and Reporting

10.1.1. The Supplier will provide the following reports:

- Financial burn, forecast, invoice status
- On & off boarding resources
- Risks/Issues/Dependencies

10.1.2. HMRC review team will track the Supplier's work via HMRC Issue & Project Tracking software (JIRA). The Supplier will ensure it keeps accurate records of work items in Jira (e.g. stories, issues, tasks).

10.2. Performance Monitoring

a) The aims of the Performance reviews are to:

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- iv review risks, issues and dependencies and agree appropriate mitigations.
- b) The performance reviews will be attended by one or more of the following key personnel from both Parties.
 - i Buyer
 - B&T Head of Live Services
 - Service Owner
 - Operational Contract Manager
 - ii Supplier
 - Account Director
 - Delivery Director
 - Service Delivery Manager

11. Continuous Improvement

- 11.1. The Suppliers velocity / throughput will be measured by the Buyer via Jira. The velocity will be based on Kanban / Scrum measurements. Velocity / throughput improvements are evident over time.

12. Statement of Work (SOW) Template

- 12.1. During the Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon the execution of each SOW, it shall become incorporated into the Contract
- 12.2. Each SOW will be scoped, drafted and signed on an individual basis. These SOW's will have the flexibility to agree specific packages of work as fixed price, time and materials, and additional commercial models deemed appropriate by both Buyer and Supplier.
- 12.3. The Suppliers G-Cloud Rate Card will be used for the purpose of defining and pricing each SOW. Milestone delivery dates will be assigned to deliverables within the SOW. These milestones will form part of the SOW payment profile.
- 12.4. Multiple SOW's can operate concurrently.
- 12.5. The SOW template can be found in Appendix 1 within this Schedule 1.

**HMRC BORDERS & TRADE PLATFORM SERVICES
STATEMENT OF WORK TEMPLATE**

WORK ORDER [X] – SOW

[(PROJECT) – (START DATE – END DATE)]

Appendix 1 – Statement of Work Template

[Where text is within square brackets and highlighted yellow, please delete/replace with specific content which relates to that SOW which is being drafted]

Summary

Supplier	[add]
Buyer	[add]
Identifier	[add]
Department	[add]
Project Title	[add]
Type of Agreement	[add]
Call off Agreement	[add]
SoW Start Date	[add]
SoW End Date	[add]
Man-days included	[add]
Total coverage of SoW	[add]

This Statement of Work document is made by and between

- Tecknuovo Limited, registered in England & Wales at 20-22 Wenlock Road, London, N1 7GU

AND

- HM Revenue and Customs (HMRC)

Introduction

Context

[Appropriate wording to be inserted here to give context to the SOW]

HMRC Objectives to End [add end date]

1. [add]
2. [add]
3. [add]
4. [add]

Scope of Work

Scope

[Appropriate wording to be inserted here to quantify the scope of the SOW]

Release Context	Objective	Activity for this SOW Period	Release Dates

Deliverables: [Date/Year]

The following deliverables are required to deliver [X] to meet the needs of [Y].

Discipline	Deliverable	Repository	HMRC Acceptor

Responsibilities

1. HMRC are responsible for assuring the suitability of the solution. In order to do this HMRC will implement the following Governance review team that will review the engagement on a regular basis. It will comprise of the following members:
 - a. [Name] – Payment and Governance
 - b. [Name] – Scope/Planning Compliance
 - c. [Name] – Scope/Planning/Technical/Coding Compliance
 - d. [Name] – Architecture / Design Compliance
 - e. [Name] – Requirements Definition, Scope and Objectives Compliance
 - f. [Name] – Testing Compliance
2. Work package owner from the supplier team:
 - a. Will coordinate with the Review Panel Team
 - b. Will deal with all commercial requirements or behavioural issues
 - c. Will meet with a minimum of 3 (of 4) of the review team panel once a week
 - d. Will own any escalations raised by the review panel team
3. HMRC approvers who will assess the following:
 - a. Requirements / Scope management vs Objectives

- Requirements and acceptance criteria defined, reviewed, approved with programme stakeholders
 - Requirements handover / hand back with developers and testers complete
- b. Technical Architecture
 - Acceptability of the end product design
 - Industry coding standard and best practices followed
 - Approved technology implemented
- c. Test Lead/Manager/Head of Testing
 - Approval of testing practices
 - Approval of test results
 - Approval of test completion reports

Acceptance Criteria

Criteria	HMRC Owner

Off Boarding and Termination

[Any Off boarding and/or Termination details, specific to the SOW to be stated]

Overtime and on-call

[Any out of hours requirements should be included within the cost for delivery of the SoW]

Dependencies

Release Context	Objective	Dependencies

Pricing

Skill Area	No.	Skill Level	Day Rate	Total Days	Total Charge

Total spend for this work order will not exceed: [add amount]

Approvals

Buyer
Signed for on behalf of HMRC

Supplier
Signed for on behalf of Tecknuovo Limited

Signed:

Signed:

Name:

Name:

Title:

Title:

Date:

Date:

Glossary, Abbreviations and Definitions

Term	Definition
Analysis	Discipline analysing technical and business problems, defining requirements through logical design models, Jira Stories, non-functional requirements
QA	Quality Assurance
PVT	Performance Validation Test
DevOps	Platform Operations and Engineering discipline
HMRC	Her Majesty Revenue & Customs
PDM	Programme Delivery Manager
	[Add more definitions where required]

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:

1. Rate Card

- 1.1. For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The Call-Off Contract Charges for Services will be based upon the following Supplier rate card. The Supplier will provide a detailed Charges breakdown for the provision of Services during the Term:

Rate Card

Roles	Strategy & architecture	Business change	Solution development & implementation	Service Management	Procurement	Client Interface
1 Follow	■	■	■	■	■	■
2 Assist	■	■	■	■	■	■
3 Apply	■	■	■	■	■	■
4 Enable	■	■	■	■	■	■
5 Ensure	■	■	■	■	■	■
6 Influence	■	■	■	■	■	■
7 Inspire	■	■	■	■	■	■

- 1.2. The rate card set out in in section 1.1 above is based on the following:

- i. Working Week is Monday to Friday excluding National holidays
- ii. Travel and Subsistence is not included and payable as standard HMRC Travels and subsistence policy for locations not specified in the Call Of Order form
- iii. Professional Indemnity & Insurance is included



3. Charging approach

- 3.1. The service will be delivered through a series of SoWs as defined in Schedule 1 Definitions. The supplier will invoice monthly the payments schedule set out in the SoW in accordance with the following:

- 3.1.1. The supplier is permitted to invoice the Buyer 80% of the full charge.
- 3.1.2. On successful completion of the milestones set out in the SoW, the Supplier will invoice the Buyer the balance 20% of the full charge.

- 3.2. The Supplier will be expected to correct any defects attributed to them at their own cost.
- 3.3. The parties will work together to develop the principle of how the 80% and 20% approach will be applicable

Schedule 3: Collaboration agreement

NOT USED

Schedule 4: Alternative clauses

NOT USED

Schedule 5: Guarantee

NOT USED

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

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

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

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this 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.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(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.
Data Subject	Takes the meaning given in the UK GDPR

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

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

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

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

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

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

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

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, 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.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.

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

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

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

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

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

Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

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

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

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Transparency Reporting	The requirement for HMRC to report some aspects of the Supplier's performance of the Services to the Cabinet Office for onward publishing on gov.uk.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.

Year	A contract year.
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Schedule 7: UK GDPR Information

NOT USED