



Crown Commercial Service

Contract

Contents

Part A - Order Form	3
Principle contact details	4
Contract term	4
Buyer contractual details	4
Contract charges and payment	7
Additional Buyer terms	8
Schedule 1 - Services	9
Schedule 2 - Contract charges	10
Part B - Terms and conditions	11
1. Contract start date and length	11
2. Incorporation of terms	11
3. Supply of services	12
4. Supplier staff	12
5. Due diligence	13
6. Business continuity and disaster recovery	13
7. Payment, VAT and Contract charges	14
8. Recovery of sums due and right of set-off	14
9. Insurance	15
10. Confidentiality	16
11. Intellectual Property Rights	16
12. Protection of information	17
13. Buyer data	17

14. Standards and quality	18
15. Open source	19
16. Security	19
17. Guarantee	20
18. Ending the Contract	20
19. Consequences of suspension, ending and expiry	21
20. Notices	22
21. Exit plan	22
22. Handover to replacement supplier	23
23. Force majeure	24
24. Liability	24
25. Premises	24
26. Equipment	25
27. The Contracts (Rights of Third Parties) Act 1999	25
28. Environmental requirements	25
29. The Employment Regulations (TUPE)	25
30. Additional services	26
31. Collaboration	26
32. Variation process	27
33. Data Protection Legislation (GDPR)	27
Schedule 3 - Collaboration agreement - Intentionally not used	28
Schedule 4 - Alternative clauses	28
Schedule 5 - Guarantee	28
Schedule 6 - Glossary and interpretations	29
Schedule 7 - GDPR Information	36

Part A - Order Form

Contract reference:	CSR/099
Contract title:	Applicant Tracking System Candidate Interface
Contract description:	The provision of a custom candidate interface (BCI) for the Civil Service HR Oleo Vx Applicant Tracking System
Start date:	16 March 2019
Expiry date:	15 March 2020 or any subsequent contract extension period end date
Contract value:	£732,007.00
Charging method:	By invoice
Purchase order number:	TBC

[REDACTED]

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

From: the Buyer	Cabinet Office on behalf of Civil Service Human Resourcing Buyer's main address: 70 Whitehall Westminster London SW1A 2AS
To: the Supplier	Oleo PLC Supplier's address: 5-7 Bridgeworks The Crescent Wimbledon SW19 8DR Company number: 3813540
Together: the 'Parties'	

Principal contact details

For the Buyer:	Title: CS Jobs Delivery Manager Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED] Title: Senior Supplier Engagement Manager Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: Global Head of Account Management Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Contract term

Start date:	This Contract Starts on 16th March 2019. Maintenance and support remains in place until 15th March 2020 and for the duration of any agreed extensions.
Ending (termination):	The notice period needed for Ending the Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.

Buyer contractual details

This Order is for the Services outlined below.

Services required:	The Services to be provided by the Supplier are outlined below on Schedule 1 - Services.
Location:	The Services will be delivered to: <ul style="list-style-type: none">● Bristol● Leeds● London● Newcastle
Technical standards:	The technical standards required for this Contract are ITHC/WCAG/GDPR Compliance to mandatory standards.
Service level agreement:	The service level and availability criteria required for this Contract are technical merit and functional fit: coverage, network capacity and

	performance as specified in relevant service levels, after-sales service management: help desk, account management function and assurance of supply.
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Contract Term (whichever is the greater).</p> <p>The annual total liability 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 Contract Term (whichever is the greater).</p>
Insurance:	<p>The 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 Contract ● Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the 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
Force majeure:	A Party may End this Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Contract to enable the Buyer to carry out audits.</p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> ● operation of the Contract ● Services provided under the Contract <p>7.6 The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> ● 7 years after the date of Ending or expiry of this Contract ● another date agreed between the Parties <p>7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> ● commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations ● books of accounts for this Contract ● MI Reports

- access to its published accounts and trading entity information
- proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Contract
- records of its delivery performance under each Contract, including that of its Subcontractors What will happen during an audit or inspection

7.8 The Buyer will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of the Buyer's control.

7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

- provide audit information without delay
- provide all audit information within scope and give auditors access to Supplier Staff

7.10 The Supplier will allow the representatives of Buyer receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

- the accuracy of Charges (and proposed or actual variations to them under this Contract
- any books of accounts kept by the Supplier in connection with the provision of the Services for the purposes of auditing the Charges and Management Charges under the Contract only
- the integrity, Confidentiality and security of the Buyers Personal Data and the Buyer Data held or used by the Supplier
- any other aspect of the delivery of the Services including to review compliance with any legislation
- the accuracy and completeness of any MI delivered or required
- any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records
- the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date Costs of conducting audits or inspections

7.11 The Supplier will reimburse the Buyer its reasonable Audit costs if it reveals:

- a Material Breach

7.12 the Buyer can End this Contract for Material Breach if the event in

	<p>clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
Buyer's responsibilities:	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Providing the Supplier with all necessary cooperation in relation to the agreement and all necessary access to such information as may be required by the Supplier in order to render the Services, including but not limited to Buyer Data, specification information, security access information and software interfaces to the website • Comply with all applicable laws and regulations with respect to its activities under the agreement • Carry out all Buyer responsibilities set out in the agreement or in any of the schedules included within the Terms and Conditions (attached separately) in a timely and efficient manner. In the event of any delays in the Buyer's provision of such assistance as agreed by the parties, the Supplier may adjust any timetable or formerly agreed delivery schedule as reasonably necessary

Contract charges and payment

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

Payment method:	The payment method for this Contract is by BACS
Payment profile:	The payment profile for this Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to: [REDACTED]</p> <p>_____</p>
Invoice information required – for example purchase order, project reference:	<p>All invoices must include:</p> <ul style="list-style-type: none"> • PO number • Contract title and reference • Invoice amount • Date • Breakdown of invoice e.g. number of project days as proposed in pricing and day rate.

Invoice frequency:	Invoice will be sent to the Buyer monthly.
Contract value:	The total value of this Contract is £732,007.00.
Contract charges:	The breakdown of the Charges are detailed in Schedule2.

Additional Buyer terms

<p>Performance of the service and deliverables:</p>	<p>In line with pre-existing Performance Management controls in place for the Oleo VX contract, this deliverable and its performance shall become part of that Performance Management regime:</p> <ul style="list-style-type: none"> • Supplier Performance will be rated against the balanced scorecard covering performance, resourcing, delivery and partnering by the Delivery, Portfolio and Supplier Engagement Managers on a monthly basis. Any scores which cannot be agreed will be escalated accordingly. <p>Performance against this contract will also be reviewed formerly at contract management meetings as required.</p> <p>The exit and off-boarding plan for this deliverable shall mirror that of the Oleo VX contract, and be subject to the same controls and plans.</p>
<p>Buyer specific amendments to/refinements of the Contract terms:</p>	<p>[REDACTED]</p>

	<p>1. The Buyer agrees to purchase the goods described in the attached purchase order (the "Purchase Order") from the Seller.</p> <p>2. The Seller agrees to sell the goods described in the attached purchase order to the Buyer.</p> <p>3. The Seller warrants that the goods are as described in the attached purchase order.</p> <p>4. The Seller warrants that the goods are free from any defects.</p> <p>5. The Seller warrants that the goods are free from any claims of third parties.</p> <p>6. The Seller warrants that the goods are free from any liens or other encumbrances.</p> <p>7. The Seller warrants that the goods are free from any taxes or duties.</p> <p>8. The Seller warrants that the goods are free from any other charges.</p> <p>9. The Seller warrants that the goods are free from any other obligations.</p> <p>10. The Seller warrants that the goods are free from any other liabilities.</p> <p>11. The Seller warrants that the goods are free from any other responsibilities.</p> <p>12. The Seller warrants that the goods are free from any other duties.</p> <p>13. The Seller warrants that the goods are free from any other obligations.</p> <p>14. The Seller warrants that the goods are free from any other liabilities.</p> <p>15. The Seller warrants that the goods are free from any other responsibilities.</p> <p>16. The Seller warrants that the goods are free from any other duties.</p> <p>17. The Seller warrants that the goods are free from any other obligations.</p> <p>18. The Seller warrants that the goods are free from any other liabilities.</p> <p>19. The Seller warrants that the goods are free from any other responsibilities.</p> <p>20. The Seller warrants that the goods are free from any other duties.</p>
--	---

1. Formation of contract

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

signing below agree to be bound by this Contract.

- 1.3 This 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 Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of Services and agreed to provide the Services under the Contract terms.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	<u>X [REDACTED]</u>	<u>X [REDACTED]</u>
Date:	[REDACTED]	[REDACTED]

Schedule 1 – Services

The overall objective of the work this contract covers is to enable the use of the existing Civil Service Jobs candidate interface (referred to as the 'custom candidate interface') with CSHR's recently procured Oleeo VX ATS.

The solution required allows candidates to use existing Civil Service Jobs accounts to access and apply for jobs that emanate from VX. The act of signing in and out of the service should securely apply to both VX and the custom candidate interface. The solution should also allow jobs created in VX to appear in the search results of the custom candidate interface. Candidates are able to apply for roles they are eligible to apply for.

This contract also covers ongoing costs relating to the hosting, maintenance, security and operational support of the custom candidate interface and associated technology for the duration of the Oleeo VX ATS contract (CSR048), including extensions of that contract.

Specifically, the services being purchased are:

- All necessary project management needed to supply the specified services.
- The development, configuration, design and supply of a custom candidate interface for use with Oleeo VX Applicant Tracking System, including all required hosting, support and maintenance.
- The development, configuration, design and supply of 'Single Sign On and Out' functionality for the bespoke candidate interface that allows users to use pre-existing Civil Service Jobs account to sign in and out of their account. It also allows users to create new accounts.
- The development, configuration, design and supply of Single Sign On for departments (currently DFID and MOD).
- The development, configuration, design and supply of functionality for vacancies created on Oleeo VX to be searchable and viewable on the custom candidate interface.
- The development, configuration, design and supply of functionality for candidates to view from custom candidate interface and VX pages their submitted applications, job descriptions, communications and application results.
- The development, configuration, design and supply of functionality for candidates to edit their account details (name, email etc) from custom candidate interface web pages and VX web pages.
- The development, configuration, design and supply of functionality to change static URL links to privacy policy, cookie policy, terms and conditions and help on bespoke candidate interface pages.
- The development, configuration, design and supply of functionality to enable the addition, removal and amendment of links to VX pages in order to provide a coherent user experience.
- The development, configuration, design and supply of functionality to enable candidate email address matching between VX and custom candidate interface accounts.
- The provision of all hosting, support and maintenance required to operate the service to agreed SLAs.
- The inclusion of all delivered technology into Oleeo's information security regime in

accordance to the standards required for the VX ATS, along with any remediation work as a result of ad-hoc and scheduled information security accreditation.

- Support will be provided until 15/03/2020 and can be extended as part of this contract or for the duration of contract CSR048, including any extensions of that contract.

Schedule 2 - Contract charges

Fixed prices

The prices in this schedule are fixed for the duration of the Contract.

Item description	Charge
[REDACTED]	[REDACTED]
TOTAL	£732,007.00

Breakdown of hosting, maintenance and support charges

Item description	Charge
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

[REDACTED]	[REDACTED]

Part B - Terms and conditions

1. 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 Contract will expire on the Expiry Date in the Order Form.

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 Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)

- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

- a reference to the 'Framework Agreement' will be a reference to the 'Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) for the purposes of this Contract. The applicable Annexes being reproduced at schedule 7 of this Contract.

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

3. Supply of services

3.1 The Supplier agrees to supply the Services and any Additional Services under the terms of the Contract and the Supplier's Application.

3.2 The Supplier undertakes that each Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

4.1 The Supplier Staff must:

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

- 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 Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Contract for Material Breach 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 14-digit 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 Contract they:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Contract terms
 - have raised all due diligence questions before signing the Contract
 - have entered into the Contract relying on its 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 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 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 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 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 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 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 Services unless the Supplier is entitled to End this Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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 Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the 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 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:

- during this 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
- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 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 Contract, and for 6 years after the End or Expiry Date
- 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 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.

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

- a broker's verification of insurance
- receipts for the insurance premium
- evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under this Contract and the Supplier will:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- 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 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:

- premiums, which it will pay promptly
- excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 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 the Data Protection Legislation. 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 Unless otherwise specified in this Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown 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:

- rights granted to the Buyer under this Contract
- Supplier's performance of the Services
- use by the Buyer of the Services

11.6 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:

- modify the relevant part of the Services without reducing its functionality or performance
- 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
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Contract
- other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this 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:

- comply with the Buyer's written instructions and this Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the Services or as required by Law or any Regulatory Body
- 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:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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 Services.

13. Buyer data

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

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

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

13.3 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 policy and all Buyer requirements in the Order Form.

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

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

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at

<https://www.gov.uk/government/publications/government-security-classifications>

- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementin-security-principles>

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

13.7 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.

13.8 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.

13.9 The provisions of this clause 13 will apply during the term of this 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 Contract and the Order Form.

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 available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the 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 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 Contract the Supplier will, within 15 Working Days of the date of this 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 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:
- 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
 - 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 the Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover Buyer 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, available at <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 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:

- an executed Guarantee in the form at Schedule 5
- a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Contract

- 18.1 The Buyer can End this 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:
- Buyer's right to End the Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this 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 Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this 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
 - an Insolvency Event of the other Party happens
 - 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 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 Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Contract, it may elect to suspend this Contract or any part of it.
- 19.2 Even if a notice has been served to End this Contract or any part of it, the Supplier must continue to provide the Ordered 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 Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and 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)
 - any other provision of this Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Contract Term, the Supplier must promptly:
- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
 - return any materials created by the Supplier under this Contract if the IPRs are owned by the Buyer
 - 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
 - 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
 - work with the Buyer on any ongoing work
 - 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 Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Contract Term without the need for the Buyer to serve notice except if this

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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an 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 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 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 Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 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 extend the Term beyond 24 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:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit

- 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:

- 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
- 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
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- 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:

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- 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 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 Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Contract with immediate effect by written notice.

24. Liability

24.1 Each Party's Yearly total liability for defaults under or in connection with this Contract (whether expressed as an indemnity or otherwise) will be set as follows:

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

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 Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the 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:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - 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 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 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 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 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:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 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.

- 29.4 In the 12 months before the expiry of this 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.
- 29.5 The Supplier will co-operate with the re-tendering of this Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
 - 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
- 29.7 The provisions of this clause apply during the Term of this Contract and indefinitely after it Ends or expires.
- 29.8 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 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:
- work proactively and in good faith with each of the Buyer's contractors
 - co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Contract if it isn't a material change to this 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 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 Contract without the Variation, or End this 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, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Contract document at Schedule 7

Schedule 3 - Collaboration agreement

Intentionally not used

Schedule 4 - Alternative clauses

Intentionally not used

Schedule 5 - Guarantee

Intentionally not used

Schedule 6 - Glossary and interpretations

In this Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the Services that are in the scope of the services offered 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 Digital Marketplace).
Audit	An audit carried out specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this 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 Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this 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 Contract.
Buyer Representative	The representative appointed by the Buyer under this 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.
Contract	This Contract entered into for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the terms and conditions, the schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this 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,

	<p>know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <ul style="list-style-type: none"> 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 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 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	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy; iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner .
Data Subject	Takes the meaning given in the 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 Contract <p>The Supplier is liable to the Buyer.</p>
Deliverable(s)	The Services the Buyer contracts the Supplier to provide under this Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information	The Environmental Information Regulations 2004 together with any guidance

Regulations or EIR	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 the Buyer) in the performance of its obligations under this Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of 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: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this 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 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	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).
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 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.
GDPR	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 https://www.gov.uk/government/publications/government-procurement-card-2 .
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 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	Can be: <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.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <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	For the purposes of the IR35 rules an intermediary can be: <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 Services but excluding know-how already in the Supplier's or the Buyer's possession before the Start Date.
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, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680.
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.
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 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 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 Contract to be used by a Buyer to order Services.
Ordered Services	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 GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.

Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by the Buyer a financial or other advantage to: <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
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 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: pseudonymising 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 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 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 Services,

	including backup data.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the Services for purposes of or in connection with this 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-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this 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 Services or any part thereof or facilities or goods and services necessary for the provision of the Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Contract) and its servants or agents in connection with the provision of Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this 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 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 Contract.
Supplier Terms	The relevant 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 Contract as set out in the Order Form.
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.

Schedule 7 - GDPR Information

Annex 1 - Schedule of Processing, Personal Data and Data Subjects

1. The Contractor shall comply with any further written instructions with respect to processing by the Customer.

2. Any such further instructions shall be incorporated into this Schedule

Description	Details
Subject matter of the processing	Civil Service Jobs recruitment
Duration of the processing	TBC
Nature and purposes of the processing	<p>Nature and purpose for collecting personal data are;</p> <ol style="list-style-type: none"> 1. Personal Contact data is used to communicate with candidates and employees during the recruitment process. 2. Screening/Selection data is used to decide on candidate suitability for jobs that are applied to or to identify jobs for which we think candidates may be more suitable. Screening may be manual or automatic or a combination of both. 3. Evaluation data is used to record assessment of candidate suitability for jobs that the candidate is being considered for including status within the recruitment process. 4. Candidate feedback & tracking data is used to improve the recruitment process for future candidates. Tracking data is also used for programmatic advertising and to personalise the recruitment journey through the display of pertinent content. 5. Special Requirements data is used to make accommodation adjustments in the recruitment process for any needs participants may have. 6. Users can select to receive daily job alert emails based on their requirements, users can self-serve and unsubscribe. 7. Candidate Contractual Information and Other Contractual Information is used to compile contractual documentation (e.g. job offer and contract) and to record the contract. Candidate data may also be transferred to other systems that are under the control of the data controller, data processor and subcontractors (e.g. payroll systems, reporting tools). 8. On-Boarding Information is used to prepare for new hires starting work including setting up payroll information, benefits, and proof of right to work, including the transfer of information to other systems and subcontractors e.g. payroll systems, background checking agencies. 9. Equal Employment Opportunity Information is used to monitor the recruitment process to ensure recruitment practices are fair. 10. Data is used as part of aggregate data used by decision analytics, algorithms and reports to provide analysis, insights and predictions to help improve

	<p>recruitment and drive efficiencies.</p> <p>11. Data is erased as described under “Plan for return and destruction” 90 days after contract termination, at a subject’s request or by data retention schedule. In carrying out the above, the data is processed as follows:</p> <ul style="list-style-type: none"> ● Collected via web forms and received by email from candidates, employees and subcontractors (such as recruitment agencies) ● Stored in a server farm ● Processed by computer including: performing calculations; evaluating information and recording results; reformatting information; analysing and the creation of algorithms, insights and predictions; ● Re-presented, transferred and communicated via web pages, email, and file transfers ● Erased and destroyed
<p>Type of Personal Data</p>	<p>Candidate account holders: We will process the following personal data:</p> <p>When you create an account:</p> <ul style="list-style-type: none"> ● Name ● Email address ● Your employer (civil servants only) ● Your line manager’s email address (optional -for civil servants to verify their employment) <p>Civil servants who are priority movers have the option to create a profile and add:</p> <ul style="list-style-type: none"> ● Full contact details, including address ● Employer, role, grade and location ● Employment history ● Diversity and inclusion information <p>When you view a job advert we may automatically collect:</p> <ul style="list-style-type: none"> ● Your referral source - the website you saw the job advert ● Details of the pages you have viewed - including how long you spend on a page and which links you select ● Information about your computer - such as web browser used and device type ● Your approximate geographic location based on your IP address <p>When you make an application we may ask for:</p> <ul style="list-style-type: none"> ● Full contact details, including address ● Eligibility -nationality and immigration status ● Employment history ● Qualifications, licences and professional memberships ● Driving Licence ● diversity and inclusion information ● CV and personal statement ● Guaranteed Interview Scheme and reasonable adjustment requirements ● National Insurance number (Home Office vacancies only) <p>When you are invited to an interview we may ask you to provide:</p> <ul style="list-style-type: none"> ● Evidence of your identity and right to work in the UK -such as your passport, utility bills or other documentation <p>When you undergo pre-employment checks we may ask for:</p> <ul style="list-style-type: none"> ● Contact details for your referees ● National Insurance number ● Date of birth ● Public sector pension history ● Health declaration

	<ul style="list-style-type: none"> ● Driving licence ● Character declaration - including details of unspent convictions, motoring offences, police cautions, insolvency, bankruptcy, time spent outside of the UK and self-employment ● Addresses for the last 5 years ● Passport details ● previous names you were known by <p>The list above only applies for applications made through the Civil Service Jobs system. Some advertisers may use their own application systems, when their privacy notice will apply.</p> <p>When you contact us with feedback or an enquiry we will process:</p> <ul style="list-style-type: none"> ● Your email address ● The details of your request <p>Individuals may not be asked for all this information at the same time. Successful candidates will be asked for more information than those who are rejected earlier in the recruitment process.</p> <p>Staff (ATS) account holders:</p> <ul style="list-style-type: none"> ● Name ● Work email address ● Department <p>Beta Feedback:</p> <ul style="list-style-type: none"> ● User email captured ● Users may submit service improvement suggestions ● Volunteer for user testing ● Submit vacancy query to departments
Categories of Data Subject	<ul style="list-style-type: none"> ● Users of the Civil Service Jobs website (www.civilservicejobs.service.gov.uk) who choose to create an account. When an account holder makes an application for a job, they will provide more data as part of their application. Not all account holders will make applications. ● Applicants –any adults (members of the public). ● Staff –those using the system to manage recruitment, manage the system, or use MI
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	<p>The personal data of applications will be kept for two years from the point that the vacancy is archived. This will be transferred back to the data controller, at their direction, at contract end. The data controller will also specify appropriate security controls to be in place during this transfer.</p> <p>The data processor will then delete the data, to a process as agreed with the data controller, within 90 days of contract termination.</p>