

# G-Cloud 11 Call-Off Contract (version 4)

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## **Part A - Order Form**

|  |  |
| --- | --- |
| **Digital Marketplace service ID number:** | 8663 6576 4246 492 |
| **Call-Off Contract reference:** | SR235798614 |
| **Call-Off Contract title:** | Digital Engagement Platform: Chatbot/Virtual Assistant, Live Chat and Messaging Copy |
| **Call-Off Contract description:** | Provision of a Digital Engagement Platform to HMRC specifications |
| **Start date:**  | 19th September 2019 |
| **Expiry date:** | 18th Sept 2020 |
| **Call-Off Contract value:** | £2,172,564.00 |
| **Charging method:** | As detailed in G-Cloud submission document: “G-Cloud 11 Supplier Terms and Conditions Nuance NDEP (FINAL)”Invoicing. Buyer shall pay to Nuance all Fees, and reimburse Nuance for all expenses, properly invoiced in accordance with the terms of each applicable HSO and SOW. Nuance shall submit invoices to Buyer: in accordance with the terms of each applicable HSO. To the extent such Fees are based on usage, invoices will be accompanied by a report setting forth in reasonable detail the calculation of such Fees.  |
| **Purchase order number:** | [Enter text] |

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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

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

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

|  |  |
| --- | --- |
| **From: the Buyer** | HM Revenue & CustomsRedacted |
| **To: the Supplier** | Nuance Communications Ireland LimitedRedacted |
| **Together: the ‘Parties’** |

### Principle contact details

|  |  |
| --- | --- |
| **For the Buyer:** | Redacted |
| **For the Supplier:** | Redacted |

### Call-Off Contract term

|  |  |
| --- | --- |
| **Start date:** | This Call-Off Contract Starts on 19th September 2019 and is valid for 52 weeks/366 days. |
| **Ending (termination):**  | The notice period needed for Ending the Call-Off Contract is at least [90] Working Days from the date of written notice for undisputed sums or at least [30] days from the date of written notice for Ending without cause.  |
| **Extension period:** | This Call-Off Contract can be extended by the Buyer for 1 period of up to 12 months by giving the Supplier written notice 1 month before its expiry.Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. |

### 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:** | This Call-Off Contract is for the provision of Services under: [Lot 2 - Cloud software] |
| **G-Cloud services required:** | The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:RedactedEmbedded below are three documents that provide further clarification on the service required:RedactedThe G-Cloud Services required are set out in the below named documents which make up part of this Call Off Agreement. * Nuance G-Cloud 11 Service Definition
* Nuance Architecture and Infrastructure\_final
* Nuance – CDIO OE\_Additional Questions 100919\_final
* HMRC NDEP Further Security Questions
* G-Cloud 11 Pricing Nuance DEP
* Final Digital Engagement Platform Costs 1
* Nuance SLA
* Offshore questions for Nuance\_Nuance edits v0 2
* Payment Card Industry Data Security Standard
* Global Security Framework
* Windows Azure Security Privacy Compliance
 |
| **Additional Services:** | N/A |
| **Location:** | The Services will be delivered via the world wide web to any sites of the Buyer from which the Buyer wishes to access the Services, including the Buyer’s main premises (address given above), which will be deemed the delivery address. |
| **Quality standards:** | The quality standards required for this Call-Off Contract are as per the published Service Definition document and the outcome of clarifications captured in the clarification questionnaire within this Call Off Agreement and documented as G Cloud Services, above. |
| **Technical standards:**  | The technical standards required for this Call-Off Contract are as per the published Service Definition document and the outcome of clarifications captured in the clarification questionnaire within this Call Off Agreement and documented as G Cloud Services, above.And the following Acceptance Criteria:* Unless the Agreement contains acceptance criteria, the following shall apply:
* Acceptance Testing shall be conducted in accordance with the terms set forth in the Agreement.
* Nuance will make no additional enhancements to the Application following acceptance by HMRC except for such enhancements which, in Nuance's discretion, will result in a substantial improvement of the Application’s performance, and which are clearly within the overall scope of the Requirements and Design Phase documents.
* HMRC acknowledges that the Application uses natural language understanding technology, which inherently performs to statistical measures of accuracy and consistency. In particular, it can fail to recognise specific user requests and fail to complete specific interactions successfully without compromising the effectiveness of the Application as a whole.
* In the event that HMRC fails to fully deploy the Application within ninety (90) days of certification by Nuance that the Application is ready for Production Deployment due to factors beyond the reasonable control of Nuance, the final Milestone payment(s) shall become immediately due and payable and all remaining obligations of Nuance under this SOW will be deemed to have been fulfilled.
 |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are included as part of this Call Off Agreement. |
| **Onboarding:**  | The onboarding plan for this Call-Off Contract is:See Call-Off Contract:* Schedule 1a
	+ Nuance SOW: 4.3 Project Schedule
* Schedule 2
	+ Nuance SOW 1.2 Billing Schedule
 |
| **Offboarding:**  | The offboarding plan for this Call-Off Contract is as per G-Cloud 11 Supplier Terms and Conditions Nuance NDEP (FINAL)”, section 12. |
| **Collaboration agreement:** | N/A |
| **Limit on Parties’ liability:** | The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier. The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. |
| **Insurance:** | The insurance(s) required will be: * 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
 |
| **Force majeure:** | A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 days consecutive days. |
| **Audit:** | Additional to any Framework Agreement audit provisions incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits, the Parties will work to agree the most economically efficient method for the Supplier to deliver the Audit information required. |
| **Buyer’s responsibilities:** | The Buyer is responsible for: The Planning and Requirements PhaseHMRC will be responsible for the following:* Provide the required roles as mentioned above at the beginning of the project.
* Provide a Project Manager to act as contact point for all project coordination.
* Provide data requested by Nuance (e.g. branding guidelines, search engine data, live chat transcripts, web analytics access, etc.)
* Nina VA only: Provide top volume driver data (user queries) related to the VA’s mission and scope.
* Other required tasks as identified in the Planning and Requirements Phase.
* Provide required API specifications
* Provide access to Web Analytics or relative Web Analytics data required for Requirements Phase

The Design PhaseHMRC will be responsible for the following:* Participate in UX sessions to partner on the UX strategy and approve UX design
* Approve business strategy design
* Nina VA only: Participate in and approve content and dialog design
* Nina VA only: Writing and editing content, modifying, and reviewing conversation flow design
* Live Chat only: Participate in and approve Operations Configurations and Reporting specifications
* Approve Integration Design for Nina VA to external back end integrations
* Providing support in creation functional API Integration Specifications for the project.

The Implementation Phase HMRC will be responsible for the following:* Live Chat or Nina Coach only: Validate connectivity access to Nuance tools and consoles.
* Deploy html file and create required sub-domain as specified from Implementation Package
* Integrate and deploy Nuance’s global JavaScript tag and host html file across all in-scope pages, including any relevant testing environments, where Nina and/or Live Chat will reside and where end users may navigate to before engaging. Ideally, the site would be globally tagged across all site URLs.
* Implement any technical modifications to configurations of the web site to support NDEP, including data pass variables and/or sales tag(s)
* Confirm tag and UI load properly
* Make the applicable back office systems and services available to the Nuance hosted environment –all systems must be documented, fully tested and production-ready before the start of the project.
* Ensure that any required back-end WS APIs are fully operational and available through a secure HTTP connection by the HMRC (public internet).
* Provide Nuance with access and test credentials to any test instances needed to design, test and troubleshoot the integration.
* Assist Nuance with managing credentials for the solution to log into web services or test instances.
* Nina VA only: Provide access for HMRC team members to a Nuance toolset supported browser (Chrome or Firefox).
* Integration of Mobile SDK into HMRC application
* Design and configure UX for mobile application

The Chat Adviser Training Phase (Live Chat or Nina Coach only)HMRC will be responsible for the following:* Live Chat or Nina Coach only: Provide time and availability of associates who will use the Live Chat and Nina Coach solutions to be trained and become familiar with the solutions and their interfaces.
* Live Chat only: Write Adviser script content and provide content
* Train-the Trainer only: Participate in train-the-trainer training
* Live Chat only: Conduct subsequent direct Chat Adviser training post Train-the Trainer sessions

The Testing Phase  HMRC will be responsible for the following:* Nina VA only: Provide subject matter experts (e.g., HMRC service representatives) to participate in the Nuance-provided instructional session and train the NLU model of the Application.
* Provide Nuance with access to HMRC’s QA environments and test logins.
* Nina VA only: Conduct QA testing of Nina VA content via a test user interface or Nuance’s tools.
* Conduct implementation package integration testing within the HMRC web site staging environment.
* Conduct/support backend integration testing
* Provide Nuance with a VPN connection allowing remote access to the backend system APIs (in development and test environments at a minimum) in support of Nuance’s remote unit testing and integration testing, if applicable.
* Support Nuance in troubleshooting and debugging any raised issues related to HMRC’s components (website, backend integrations, etc.)
* Perform end-to-end functional testing
* Perform User Acceptance Testing
* Provide notification of Acceptance to move to production

Live-to-Site HMRC will be responsible for the following:* Deploy the tagging package within the HMRC production web site.
* Perform required production validation once website changes are deployed to production.
* Conduct validation testing following public go-live
* Live Chat or Nina Coach only: Log Advisers into system to start accepting live chats and/or Nina Coach escalations

The Stabilisation Phase HMRC will be responsible for the following:* Provide continual access to external web analytics platform
* Provide monthly web statistics for areas of the site not available via the web analytics platform for page views, visits or sessions, and unique visitors for the pages(s) where users can launch or initiate a conversation with the Application, to be used in Application engagement rate reporting and for benchmarking Application user interface effectiveness and adjusting metrics to collect for standard Nuance reports if needed.
* Deploy tagging updates provided by Nuance, as required
* Participate in review of Program Performance and Adjustments
* Nina VA only: Participate in review of the Nina conversations.
* Nina VA only: Provide and implement updated Nina content, as necessary.
 |
| **Buyer’s equipment:** | The Buyer’s equipment to be used with this Call-Off Contract includes:N/A |

### Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners:** | The following is a list of the Supplier’s Subcontractors or Partners Microsoft Azure cloud hosting services |

### 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:Payment.  Unless otherwise stated in the applicable Order Form, payments shall be made to Nuance in GBP either by mail or wire transfer within net thirty (30) days of the date of invoice in accordance with the remittance information contained on the invoice.  |
| **Payment profile:** | The payment profile for this Call-Off Contract is 30 days from the date of invoice. |
| **Invoice details:** | The Supplier will issue electronic invoices according to:See Call-Off Contract: Schedule 1a: SOWThe Buyer will pay the Supplier within 30 days of receipt of a valid invoice. |
| **Who and where to send invoices to:** | Invoices will be sent to: |
| **Invoice information required** – for example purchase order, project reference: | All invoices must include:Purchase order numberProject referenceContract IDItemised breakdown of G Cloud Services required being billed for |
| **Invoice frequency:** | Invoice will be sent to the Buyer:See Call-Off Contract: Schedule 1a: SOW |
| **Call-Off Contract value:** | The total value of this Call-Off Contract is £2,172,564.00 |
| **Call-Off Contract charges:** | The breakdown of the Charges is detailed in:Schedule 2 of the Call-Off Contract, section 1.2 ‘Billing Milestones’ |

### Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the service and deliverables:**  | This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:See Call-Off Contract:* Schedule 1a
	+ Nuance SOW: 4.3 Project Schedule
* Schedule 2
	+ Nuance SOW 1.2 Billing Schedule

**Promoting Tax Compliance**1.1 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services. 1.2 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.1.3 The Supplier shall provide to the Buyer 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 Key Sub-contractor of the Supplier prior to the commencement of any work under this Agreement by that agent, supplier or Key Sub-contractor. Upon a request by the Buyer, the Supplier shall not employ or will cease to employ any agent, supplier or Key Sub-contractor.1.4 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Buyer from the amount of any sum due to the Supplier under this Agreement.1.5 If, at any point during the Term, an Occasion of Tax Non Compliance occurs and or any litigation, enquiry or investigation in which it or its Key Sub-contractors is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:1.5.1 notify the Buyer in writing of such fact within five (5) Working Days of its occurrence; and1.5.2 promptly provide to the Buyer:(a) details of the steps which the Supplier is taking to address the Occasion of Tax Non Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and (b) such other information in relation to the Occasion of Tax Non Compliance as the Buyer may reasonably require.1.6 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer 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 amounts due under this Clause 1.6 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer. 1.7 The Supplier shall provide (promptly or within such other period notified by the Buyer) information which demonstrates how the Supplier complies with its Tax obligations.1.8 If the Supplier fails to comply (or if the Buyer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses 1.2 to 1.7 (inclusive) then this shall allow the Buyer to terminate the Agreement pursuant to Clause 18.4.1.9 The Buyer may internally share any information which it receives under Clauses 1.3 to 1.5 (inclusive) and 1.7. **Use of Off-shore Tax Structures**2.1 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 Sub-contractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Buyer) 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 Buyer under or pursuant to this Agreement or (in the case of any Key Sub-contractor 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 Sub-contract (**“Prohibited Transactions”**). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Sub-contractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.2.2 The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Sub-contractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Buyer within a reasonable time to allow the Buyer to consider the proposed Prohibited Transaction before it is due to be put in place.2.3 In the event of a Prohibited Transaction being entered into in breach of Clause 2.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Sub-contractor (as applicable) shall discuss the situation with the Buyer and, in order to ensure future compliance with the requirements of Clauses 2.1 and 2.2, the Parties (and the Supplier shall procure that the Key Sub-contractor, where applicable) shall agree (at no cost to the Buyer) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the Escalation Process.2.4 Failure by the Supplier (or a Key Sub-contractor) to comply with the obligations set out in Clauses 2.2 and 2.3 shall allow the Buyer to terminate the Agreement pursuant to Clause 18 of Schedule 2.**Income Tax and National Insurance Contributions**3.1 Where the Supplier or any Supplier Personnel are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Agreement, the Supplier shall:3.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations relating to national insurance contributions, in respect of that consideration;3.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Personnel for which the Supplier is not primarily liable to account to the Buyer under the relevant Laws and regulations; and3.1.3 provide (promptly or within such other period notified by the Buyer) information which demonstrates how the Supplier complies with Clause 3.1.1 or why Clause 3.1.1 does not apply to the Supplier (including such specific information as the Buyer may request),and if the Supplier fails to comply (or if the Buyer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause 3.1 then this shall allow the Buyer to terminate the Agreement pursuant to Clause 10 of Schedule 3.3.2. The Buyer may internally share any information which it receives under Clause 3.1.3.  |
| **Guarantee:** | N/A |
| **Warranties, representations:**  | N/A |
| **Supplemental requirements in addition to the Call-Off terms:** | N/A |
| **Alternative clauses:** | N/A |
| **Buyer specific amendments to/refinements of the Call-Off Contract terms:** | N/A |
| **Public Services Network (PSN):** | N/A:  |
| **Personal Data and Data Subjects:** | Confirm whether either Annex 1 or Annex 2 of Schedule 7 is being used: Annex 1  |

**1. Formation of contract**

1. By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
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.
3. This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
4. In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

**2. Background to the agreement**

1. The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
2. The Buyer provided an Order Form for Services to the Supplier.

|  |  |  |
| --- | --- | --- |
| **Signed:** | Supplier | Buyer |
| **Name:** |  |  |
| **Title:** |  |  |
| **Signature:** |  |  |
| **Date:** |  |  |

## **Schedule 1a - Services**

1. Statement of Work (“SOW” or “Statement of Work”).

This Statement of Work (“SOW” or “Statement of Work”), by and between the Supplier, Nuance Communications, Ireland Limited (“Nuance”) and the Buyer, HM Revenue & Customs (“HMRC”) is effective as of the Start Date for this Call-Off Contract (the “1st October 2019”).

The term “Application” shall mean the software code, provided by Nuance under this SOW, as described in Section 3 (Functional Scope). The term “Deliverable” shall mean those items listed in Section 5 (Deliverables) that will be delivered to HMRC by Nuance. The term “Service(s)” shall mean the professional services provided by Nuance that are detailed in this SOW some or all of which result in the creation of the Deliverables.

1. Scope of Work

An overview of the Application, including the functional scope and underlying assumptions, is included in NDEP Functional Scope. Any scope item not explicitly defined in this SOW shall be deemed out of scope. Any changes to the scope will be subject to a mutually agreed Project Change Order (“PCO”), as defined in the Agreement. Should HMRC fail to perform their responsibilities, as described in Section 4 herein, or cause delays in the project timeline, as defined in the Project Plan, Nuance may request a PCO to account for additional time and effort required. In the event of conflict among documents, signed Design Phase documents have precedence over this SOW.

All work will be performed offsite from HMRC’s offices, except that Nuance may perform onsite meetings during strategic points in the lifecycle of the project.

This SOW encompasses the following:

* The Planning and Requirements Phase – Nuance will develop and maintain a project plan covering all phases of this project. Nuance and HMRC will participate in project kickoff meeting and subsequent discovery sessions to document the requirements. (see Section 4.2.1)
* The Design Phase – Nuance will take input from the Planning and Requirements Phase to design the user experience, Business Rules, and the Nina VA content design. (see Section 4.2.2)
* The Implementation Phase – Nuance will implement Business Rules, deploy tags, support Nina VA content implementation and develop the integrations. HMRC will deploy the required tags to the sites. HMRC will participate in the Nina VA Content Workshop and will implement content responses (see Section 4.2.3)
* The Chat Adviser Training Phase – Nuance will partner with HMRC’s operations team to design training curriculum and train the Adviser Training team prior to go live. (see Section 4.2.4)
* The Testing Phase – Nuance and HMRC will conduct testing to validate the program is ready to go live to the site. HMRC will generate Virtual Assistant conversations as part of NLU model tuning. Nuance will review these conversations and optimise the NLU models. (see Section 4.2.5)
* Live-to-Site – Nuance will oversee a controlled deployment of the tags to the site. (see Section 4.2.6)
* The Stabilisation Phase – Nuance will evaluate the program and make rapid adjustments during the stabilisation period. (see Section 4.2.7)
1. Functional Scope

Nuance will implement a Nuance-hosted solution that includes text-based Virtual Assistant and Live Chat on HMRC’s website to proactively or reactively engage customers needing assistance. As part of the intent resolution Virtual Assistant deployment, Nuance will, in parallel, implement text-based Channel Steering in the form of a Conversational UI. Live Chat will be supported with both Synchronous & Asynchronous Messaging. The seamless transfer of HMRC’s customers from IVR to digital will be supported.

This solution uses Nuance’s Digital Engagement Platform, our omni-channel platform that enables implementation of digital solutions quickly and without large investments in infrastructure and IT resources. Integration between Live Chat and Virtual Assistant is also within the scope of this SOW. HMRC and Nuance will determine rules for appropriate handling of sessions where Chat Advisers are not available during the detailed design phase.

HMRC will provide Nuance with reasonable access to HMRC’s test systems for testing and troubleshooting as mutually agreed in the project plan.

* 1. Solution Overview
		1. General Scope

The following is included in scope:

Redacted

* 1. User Interface

Working in conjunction with HMRC, Nuance will deliver web browser chat window user interfaces based on best practices, analysis of the provided content, and mission of the Application.

* + 1. Supported Device Types & Browsers

The web User Interface is designed to be browser agnostic as far as possible, using standard document object model (DOM), JavaScript, and cascading style sheets (CSS).

The following desktop browsers (latest versions) have been tested and are supported for optimal user experience on the standard User Interface: Mozilla Firefox, Google Chrome, Microsoft Internet Explorer 11 (Compatibility mode is not supported), Microsoft Edge, Safari.

The following mobile browsers (latest versions) are in-scope: standard iOS Safari, Chrome and Google Android Browser on standard mobile and tablet screen sizes. Windows phone and Blackberry phones are not supported.

* + 1. Mobile SDK User Interface

The Nuance Digital Engagement Platform Messaging SDK allows HMRC to engage with the Application via HMRC’s mobile application. The NDEP Mobile SDK supports iOS and Android devices, automatic speech recognition (ASR), TTS (Text-to-Speech) and text input.

Note: ASR and TTS provision require the set-up of a dedicated voice project. This would incur an additional charge and is not provided at zero cost, out of the box with the SDK.

It also contains sample chat skins that can be customised with custom styling properties. Nuance will provide the NDEP Mobile SDK with standard documentation and support to HMRC so that they can integrate the NDEP messaging into their mobile application. HMRC is responsible for any design, development, integration and testing related to the mobile application channel.

* 1. Virtual Assistant
		1. Virtual Assistant Dialog Strategy and Content
* Dialog strategy will be jointly developed by Nuance and HMRC based on Nuance best practices and HMRC objectives and business requirements. The strategy will include plans for chat escalation, if a user is unable to self-serve via the Application; and out-of-scope handling, for those Intents that are outside the intended handling of the Application.
* Nuance will support HMRC with content implementation as required. HMRC will be responsible for developing the content responses for Nina VA. A content workshop will be held by the Nuance project team at HMRC offices during which Nuance will provide guidance on constructing and writing the items for the content repository and training on Nuance’s toolset.
	+ 1. Virtual Assistant escalation to Live Chat
* Nina VA will have the ability to transfer to Nuance Live Chat in accordance with business and dialog strategy and will be able to directly route to Chat Adviser populations and bypass Nina VA when deemed appropriate. This will allow a user chatting with Nina VA to be intelligently routed and handed over to a Chat Adviser along with the conversation transcript. Included features:
* Offer the user a Live Chat option based on channelling logic documented in the Design Phase
* Pass the conversation transcript to the Chat Adviser’s console
* Route the user to the appropriate live chat Adviser Group based on data collected by Nina VA and business logic
* Nina VA will pass other relevant context to the Chat Adviser console, if available
	+ 1. Nina Coach

Nuance will provide an Adviser desktop interface that allows Nina VA, when a user input is not understood by the VA, to defer in real-time to an Adviser who is passed the user input and allowed to select the most appropriate response based on the available intents. The Adviser’s response is passed back to Nina VA to display to the user. The conversation can also be passed to a live chat Adviser if required. One (1) Train-the-Trainer (T3) training session on Nina Coach for up to 25 attendees is included.

* + 1. Conversational UI

The Conversational User Interface (“UI”) is a stylised interface that will provide Natural Language Understanding (NLU) of the common queries that customers ask. Where appropriate, the Conversational UI will use decision trees to disambiguate and drill to the root cause of the query. Conversational UI can then route the customer to resolution within the principal Nina VA, FAQ content, Live Chat, or if appropriate, provide a telephone number.

* + - 1. User Experience

Nuance will work with HMRC to develop the user experience of the solution. The user experience is a combination of visual design (graphics), user interface/experience, and language style that combined deliver an experience that can increase engagement, drive usage towards automation and ultimately delivering an improved user experience. Nuance will be responsible for graphics creation and design with input from HMRC. Nuance will provide guidance and best practice around user experience.

* + - 1. Dialogue Strategy

Customers who are unable to successfully retrieve an answer or resolve issues within the content scope will be offered the option to contact an alternative channel. Business rules will be created to guide customers to an appropriate alternate support channel(s) (e.g. live web chat, web forms, specific HMRC care telephone numbers), which will be determined in the Planning & Design phase.

* 1. IVR to Digital

Nuance will provide HMRC with APIs to implement an IVR to Digital solution which invites users via SMS to chat with Live Chat agents on the Nuance digital engagement platform using a mobile web browser. HMRC will be responsible for the changes to the IVR required to offer the caller the invitation to chat via SMS and sending the SMS to customer. HMRC would be using their own SMS Gateway in order to offer the invitation via SMS to move customers from the IVR channel to the digital channels. The implementation would reuse the existing mobile chat user interface and user experience.

Nuance will provide the following services to support the HMRC’s IVR to Digital implementation

* Invitation API – provision of access to API and all relevant documentation to allow third-party integration to NDEP
* Support for integration of the API
* Creation of up to 3 new Agent Groups.
* Creation of up to 1 new Business Rule for the IVR to Digital deflection.
* Nuance will provide HMRC support with integration and testing of the NDEP API.
	1. NDEP API-Based Integration with HMRC Backend Services

NDEP will be integrated with HMRC’s back-end systems over a single Web API. Nuance assumes that HMRC will provide access with Nuance-agreed connectivity methods and a fully documented web service. Nuance can communicate with any standard SOAP or REST web service. Endpoints should preferably provide either XML and/or JSON responses. All communication is secured using Transport Layer Security (TLS).

API authentication and connection details should be fully documented and any supporting files (certificates, keys, WDSL, XSD documents) should be provided.

* 1. Asynchronous Messaging

Nuance hosted solution also offers asynchronous messaging capability for HMRC's customers to engage reactively or proactively via NDEP on HMRC's native mobile application. Nuance Messaging capabilities enable asynchronous communication on Messaging channels like the HMRC app, HMRC desktop site and Messaging Apps. The message history is maintained across all channels for both the customer and the Adviser. Customers are typically welcome with a customised welcome message that aligns with the solution’s mission. The routing engine will ensure that HMRC customers are connected to the same Adviser or the next best agent with a similar skillset.

HMRC will implement a Nuance-hosted solution for Asynchronous Messaging on HMRC’s Mobile SDK application to engage customers needing assistance. The NDEP Asynchronous Messaging and Live Chat solution outlined herein will have the following scope for a phased deployment:

Nuance to provide HMRC with the latest SDK to implement asynchronous messaging on their mobile application.

* Up to 20 new Agent groups to handle asynchronous messaging.
* Nuance to support HMRC on solution design.
* Nuance to support with technical specification and guidance around implementation of the SDK.
* Nuance to support with SDK testing.
* 1 Pre-Chat survey
* 1 Post Chat survey
* Train-the-Trainer training for a maximum of 25 attendees in total.
	1. Reporting and Metrics

Reporting includes standard reports and metrics which allow the HMRC to track the performance of Nuance’s Digital Engagement Platform and is accessible through Nuance’s online tools. Reports will be provided in English only.

No custom reports are in scope, including ETL files and flat file data exports.

* 1. Training

Nuance will provide Nina VA training to HMRC in the areas of content management (including best practice content conversation and interaction design), Nuance analytics, and Application quality control related to new or modified features.

Nuance will design training curriculum and provide Train-the-Trainer (T3) training to HMRC for Adviser Interface and Administrator Console. Each training session will be a two (2) day training, reviewing all customised curriculum for the program, learning guides, solution best practice and Training dashboard training. Admin tool training is included in the second day. Number of attendees for each session should not exceed 25. There are up to 2 sessions for up to 2 locations in scope. HMRC will be responsible for providing trainers and for training their direct Advisers within the timeframes required.

Note: Training (1 session / 1 location) will take place a few weeks before Asynchronous Messaging is deployed.

* 1. Assumptions

The following assumptions apply:

* All Nuance documentation/deliverables will use Nuance’s standard templates.
* Except as otherwise provided herein, all work to occur during Nuance’s normal business hours of 9:00 a.m. to 6:00 p.m. GMT excluding weekends and Nuance-observed holidays
* Application will be launched in multi-phase deployment.
* Integration with Nina VA and Live Chat to the Adviser desktop solution will be via browser-based JavaScript tagging with data pass variables to automatically initiate the Nina VA session. A Mobile SDK will also be provided to HMRC.
* Nuance will be responsible for management of project risks, issues, and changes in coordination with the HMRC project manager.
* Nuance will be responsible for facilitation of weekly conference calls with the HMRC project manager.
* Nuance will be responsible for production of weekly status reports regarding project status and issues.
* HMRC will participate in weekly status meetings and review of the project plan and communicate these updates to all project stakeholders.
* HMRC will provide timely access to necessary HMRC resources and personnel (including third parties contracted by HMRC) required to execute this SOW in accordance with the Project Plan.
* HMRC will provide timely review and approval of all deliverables.
* HMRC will provide access to Nuance to facilitate any testing requirements for each deliverable.
	+ 1. Mobile SDK Assumptions

HMRC is responsible for:

* Designing and implementing customisation of the Mobile SDK's persona for mobile applications
* Integrating the Mobile SDK to the mobile application.
* End-to-end testing of the Chat-enabled application.
* Sharing the source code package for Nuance to troubleshoot any Nina VA integration issues in an efficient manner.
* Integrating new versions of the Mobile SDK as they become available.
* HMRC will facilitate access for Nuance to complete testing, otherwise not testing to be completed by Nuance
	1. Exclusions

The following items are out of scope for this SOW:

* Content writing by Nuance.
* Integration to HMRC backend systems other than those listed in scope.
* End-to-end testing by Nuance
* Adviser script writing by Nuance
* Chat Adviser Co-browse
* Custom reports
* Custom API Listeners

Any modification required to accommodate future changes to the web services is not included in this SOW and will require a change order.

* 1. Change Process

Any requests for change to the scope, timing or costs to the project are to be documented by HMRC and an audit trail maintained of their approvals and status/progress.

All changes are assessed by HMRC project and business teams weekly to understand their impact on 1) Project timescales, risk, issues, cost and dependencies and 2) Stakeholders/Customer benefits. If requested, Supplier may be required to submit price estimation details to HMRC for any work which might be categorised as a change request in order for HMRC to appraise, in accordance with the PCO process outlined in Section 2.

Changes will be categorised according to the type, severity and risk of the change on other components identified during impact analysis.

Changes are to be approved at the appropriate level before work on them is to commence and any impact must be accepted by the identified HMRC stakeholders prior to inclusion.

All appropriate documentation and communication media are to be updated within a mutually agreed time period to reflect the post-change position.

1. Roles and Responsibilities
	1. Resource Roles
		1. Nuance

Below are the Nuance resource roles and assigned high-level responsibilities.

|  |  |
| --- | --- |
| Role | Responsibilities |
| Professional Services Manager | Oversees the project and interacts with HMRC project sponsor |
| Project Manager | Maintains project scope, timing, and manages Nuance resources. Orchestrates information flow between relevant parties |
| Deployment Engineer | Configure program including system and UI elements, design and implementation integrations, and conduct testing |
| Program Designer | Designs the targeting and Business Rule strategy, Adviser routing and hierarchy, technical requirements, and UI based on best practices |
| Integrations Developer*(Nina VA only)* | Implements any backend integrations or advanced dialog strategies defined in the scope |
| Graphic Designer | Develops the graphic design of the user interface |
| Content Designer*(Nina VA only)* | Designs virtual assistant content, defines content structure, Decision Trees and dialog strategies |
| Script Writer*(Live Chat only)* | Architects and configures Chat Adviser scripts |
| Chat Adviser Trainer*(Live Chat or Nina Coach only)* | Builds training curriculum and leads training initiative |
| Content Specialist*(Nina VA only)* | Implements and develops the Virtual Assistant language model. Maps user queries to content, reviews conversations, and assesses the best way to improve the performance of the Virtual Assistant |
| Operations Lead | Defines Operations Configurations, Nina VA reporting and setting up Chat Adviser user accounts and access rights. |
| QA Lead | Manages the QA of the application, results, and bug fixing. |

* + 1. HMRC

Below is a recommended list of HMRC resource roles and associated high-level responsibilities.

|  |  |
| --- | --- |
| Role | Responsibility |
| Project Sponsor | Responsible for sponsoring the project and helps team remove internal roadblocks |
| Project Manager | Responsible for decisions concerning the scope, timing and resources of the SOW and managing change. Includes defining the strategy of the vVirtual Assistant, designing the metrics, direction on content and integration issues |
| Content Manager*(Nina VA only)* | Manage and serve as primary contact for content development, content updates, conversation flow design, videos, and related content update processes |
| Business Owner | Provides direction on program requirements, scope, and design |
| Operations Lead | Provide insights into operations practices. Participate in design of Operations Configurations. Partner in script design, building of training plan, and curriculum of Chat Advisers. Train the Chat Advisers and organise the Adviser cutover |
| Customer Service Representatives/Subject Matter Experts*(Nina VA only)* | Provide insight on how customers interact with HMRC channels. Recommended as a dedicated resource to the project to assist with the design of the Decision Trees, writing and editing content. Key role in testing and tuning the Application |
| Web Business Analyst | Provide insight into user behavior on the website |
| Technical resources | Provide insight and guidance into integrating the Nuance solution into the website and any external systems. Security team to gain clearance for access to required web services. Implement required tags on site. Participate in, and complete testing |
| Marketing Resource | Provide insight and guidance into the HMRC’s branding and design requirements.  |

* 1. Responsibilities by Phase
		1. The Planning and Requirements Phase

**Nuance**

Nuance will be responsible for the following:

* Development and maintenance of a project plan to encompass all key activities, Deliverables, and milestones for the project (“Project Plan”).
* Conduct the project kick-off.
* Creation of the Requirements Specifications.
* Conduct program discovery to define the Adviser hierarchy and conduct a business entity deep dive.
* Conduct technical discovery to understand how the site is structured, gather test logins, an inventory of URLs on the site and identify those URLs in scope, and integration requirements.

**HMRC**

HMRC will be responsible for the following:

* Provide the required roles as mentioned above at the beginning of the project.
* Provide a Project Manager to act as contact point for all project coordination.
* Provide data requested by Nuance (e.g. branding guidelines, search engine data, live chat transcripts, web analytics access, etc.)
* Nina VA only: Provide top volume driver data (user queries) related to the VA’s mission and scope.
* Other required tasks as identified in the Planning and Requirements Phase.
* Provide required API specifications
* Provide access to Web Analytics or relative Web Analytics data required for Requirements Phase
	+ 1. The Design Phase

**Nuance**

Nuance will be responsible for the following, in accordance with input from the Planning and Requirements Phase:

* Design the UX based on best practices to meet the defined requirements
* Nina VA only: Design Nina content including conducting the Intent analysis, defining the dialog strategies, supporting creation of Content Specifications and Decision Trees.
* Define technical tagging requirements resulting in the Implementation Package
* Design business strategy which includes the Business Rule proposal, Adviser routing strategy, product usage approach, and analysis behind the proposal
* Nina VA only: Define Nina Metrics
* Live Chat only: Design Operations Configurations including the Adviser and system configurations
* Define roles and access Requirements
* Define Integration Design to external systems
* Nina VA only: Define NLU model

**HMRC**

HMRC will be responsible for the following:

* Participate in UX sessions to partner on the UX strategy and approve UX design
* Approve business strategy design
* Nina VA only: Participate in and approve content and dialog design
* Nina VA only: Writing and editing content, modifying, and reviewing conversation flow design
* Live Chat only: Participate in and approve Operations Configurations and Reporting specifications
* Approve Integration Design for Nina VA to external back end integrations
* Providing support in creation functional API Integration Specifications for the project.
	+ 1. The Implementation Phase

**Nuance**

Nuance will be responsible for the following:

* Nina VA only: Training of HMRC resources on Nuance content authoring tools and content writing best practices.
* Nina VA only: Create and implement dialog strategies and complex content based on approved content and dialog design.
* Nina VA only: Implement NLU model
* Live Chat only: Implement Operations Configurations and Adviser roles
* Build NDEP program including Business Rules and UI.
* Configure and set up reporting
* Development of the backend integrations per Integration Specifications

**HMRC**

HMRC will be responsible for the following:

* Live Chat or Nina Coach only: Validate connectivity access to Nuance tools and consoles.
* Deploy html file and create required sub-domain as specified from Implementation Package
* Integrate and deploy Nuance’s global JavaScript tag and host html file across all in-scope pages, including any relevant testing environments, where Nina and/or Live Chat will reside and where end users may navigate to before engaging. Ideally, the site would be globally tagged across all site URLs.
* Implement any technical modifications to configurations of the web site to support NDEP, including data pass variables and/or sales tag(s)
* Confirm tag and UI load properly
* Make the applicable back office systems and services available to the Nuance hosted environment –all systems must be documented, fully tested and production-ready before the start of the project.
* Ensure that any required back-end WS APIs are fully operational and available through a secure HTTP connection by the HMRC (public internet).
* Provide Nuance with access and test credentials to any test instances needed to design, test and troubleshoot the integration.
* Assist Nuance with managing credentials for the solution to log into web services or test instances.
* Nina VA only: Provide access for HMRC team members to a Nuance toolset supported browser (Chrome or Firefox).
* Integration of Mobile SDK into HMRC application
* Design and configure UX for mobile application
	+ 1. The Chat Adviser Training Phase (Live Chat or Nina Coach only)

**Nuance**

Nuance will be responsible for the following:

* Build training curriculum based on program strategy
* Conduct training kickoff where the training curriculum will be delivered along with responses support material
* Live Chat only: Create Adviser segmentation and schedule for training
* Live Chat only: Architect and configure Adviser scripts into appropriate script trees
* Live Chat only: Build training environment for Chat Advisers
* Nina Coach only: Conduct Nina Coach training (hidden Advisers)
* Train-the-Trainer: Conduct training of the Adviser Trainer team to become familiar with the Live Chat interfaces and desktop. Additionally, conduct training of the Adviser Trainer team to become familiar with Asynchronous Messaging.

**HMRC**

HMRC will be responsible for the following:

* Live Chat or Nina Coach only: Provide time and availability of associates who will use the Live Chat and Nina Coach solutions to be trained and become familiar with the solutions and their interfaces.
* Live Chat only: Write Adviser script content and provide content
* Train-the Trainer only: Participate in train-the-trainer training
* Live Chat only: Conduct subsequent direct Chat Adviser training post Train-the Trainer sessions
	+ 1. The Testing Phase

**Nuance**

Nuance will be responsible for the following:

* Conduct initial quality assurance testing
* Nina VA only: Train HMRC’s subject matter experts to perform QA of Nina content for the purpose of testing/validating the content and generating data to train and improve the NLU model prior to live deployment to HMRC’s actual end users.
* Nina VA only: Review and analyse the training data generated by HMRC’s subject matter experts and improve the comprehension of the Application based on the analysis.
* Support HMRC’s testing and validation of implementation package on HMRC’s website environments.
* QA of the API integrations
* Provide post-production support plan

**HMRC**

* HMRC will be responsible for the following:
* Nina VA only: Provide subject matter experts (e.g., HMRC service representatives) to participate in the Nuance-provided instructional session and train the NLU model of the Application.
* Provide Nuance with access to HMRC’s QA environments and test logins.
* Nina VA only: Conduct QA testing of Nina VA content via a test user interface or Nuance’s tools.
* Conduct implementation package integration testing within the HMRC web site staging environment.
* Conduct/support backend integration testing
* Provide Nuance with a VPN connection allowing remote access to the backend system APIs (in development and test environments at a minimum) in support of Nuance’s remote unit testing and integration testing, if applicable.
* Support Nuance in troubleshooting and debugging any raised issues related to HMRC’s components (website, backend integrations, etc.)
* Perform end-to-end functional testing
* Perform User Acceptance Testing
* Provide notification of Acceptance to move to production
	+ 1. Live-to-Site

**Nuance**

Nuance will be responsible for the following:

* Support with production validation once website changes are deployed to production before public go-live
* Oversee a controlled deployment of the Application (public go-live)
* Nina VA only: Deploy required application code and content to production
* Support HMRC during a validation period following deployment

**HMRC**

HMRC will be responsible for the following:

* Deploy the tagging package within the HMRC production web site.
* Perform required production validation once website changes are deployed to production.
* Conduct validation testing following public go-live
* Live Chat or Nina Coach only: Log Advisers into system to start accepting live chats and/or Nina Coach escalations
	+ 1. The Stabilisation Phase

**Nuance**

Nuance will be responsible for the following:

* Rapid adjustment of program configurations conditions as needed
* Nina VA only: Conduct NLU model optimisation of Nina VA for up to Four (4) weeks from the Live-to-Site date through review and analysis of conversational data generated by HMRC’s website users and improve the comprehension of the Application based on the analysis.
* Deliver tagging updates and code fixes as necessary.
* Complete transition to Digital Program Optimisation team for ongoing support
* Manage the formal closure of this project in coordination with the HMRC’s project manager upon completion of all Nuance Deliverables and professional services.

**HMRC**

HMRC will be responsible for the following:

* Provide continual access to external web analytics platform
* Provide monthly web statistics for areas of the site not available via the web analytics platform for page views, visits or sessions, and unique visitors for the pages(s) where users can launch or initiate a conversation with the Application, to be used in Application engagement rate reporting and for benchmarking Application user interface effectiveness and adjusting metrics to collect for standard Nuance reports if needed.
* Deploy tagging updates provided by Nuance, as required
* Participate in review of Program Performance and Adjustments
* Nina VA only: Participate in review of the Nina conversations.
* Nina VA only: Provide and implement updated Nina content, as necessary.
	1. Project Schedule

The Nuance Project Manager will work with HMRC’s Project Manager to prepare a project plan which synchronises the Nuance Phases with HMRC’s internal project schedules following a mutually agreed start date.

The following is a high-level overview showing the estimated duration for the project phases (in working days). A detailed plan with estimated completion dates for each phase including a specific Live-to-Site date will be developed prior to beginning the Design phase. A delayed start will directly affect the proposed timelines. Nuance will not be liable for any delays or other consequences caused by a failure to properly complete, or a delay in completing any such HMRC tasks or responsibilities.

|  |  |  |
| --- | --- | --- |
| Phase 1: Live Chat All + File Sharing for Desktop + Integrations | Proposed Start | Proposed End |
| Planning and Requirements  | Day 1 | Day 15 |
| Design | Day 15 | Day 25 |
| Technical Development | Day 25 | Day 50 |
| Quality Assurance | Day 45 | Day 60 |
| Live Chat Train-the-Trainer Sessions | Day 40 | Day 50 |
| Live-to-Site Phase | Day 65 | Day 70 |
| Completion of Stabilisation Phase | Day 70 | Day 110 |

|  |  |  |
| --- | --- | --- |
| Phase 2: Nina VA + Nina Coach + Conversational UI | Proposed Start | Proposed End |
| Planning and Requirements  | Day 1 | Day 15 |
| Design | Day 15 | Day 30 |
| Content Production & Technical Development | Day 30 | Day 60 |
| Quality Assurance & Content Training | Day 60 | Day 90 |
| Train-the-Trainer for Nina Coach | Day 70 | Day 71 |
| HMRC SMEs to Perform QA of Nina VA Content | Day 70  | Day 90 |
| Live-to-Site Phase | Day 90 | Day 90 |
| Completion of Stabilisation Phase | Day 90 | Day 110 |

|  |  |  |
| --- | --- | --- |
| Phase 3: Asynchronous + SDK-Based Messaging\* | Proposed Start | Proposed End |
| Planning and Requirements  | Day 70 | Day 85 |
| Design | Day 85 | Day 100 |
| Technical Development | Day 100 | Day 125 |
| Quality Assurance & Content Training | Day 120 | Day 130 |
| Live Chat Train-the Trainer Session for Async | Day 120 | Day 125 |
| Live-to-Site Phase | Day 130 | Day 135 |
| Completion of Stabilisation Phase | Day 135 | Day 155 |

\*HMRC to have completed mobile app development using NDEP SDK for the timelines above.

|  |  |  |
| --- | --- | --- |
| Phase 4: IVR to Digital\* | Proposed Start | Proposed End |
| Planning and Requirements  | Day 1 | Day 10 |
| Design | Day 10 | Day 20 |
| Technical Development | Day 20 | Day 45 |
| Quality Assurance | Day 45 | Day 58 |
| Live-to-Site Phase | Day 110 | Day 110 |
| Completion of Stabilisation Phase | Day 110 | Day 130 |

\* HMRC to complete all IVR related changes for the IVR to Digital deflection. It is assumed that HMRC would implement the use of

 their preferred SMS Gateway in order to invite the users to initiate a chat. All changes to be completed before day1 of planning and

 requirement.

1. Deliverables

The following sub-sections describe Deliverables to be provided by Nuance to HMRC. All Nuance Deliverables will use Nuance’s standard templates and be subject to the terms of use in the Agreement.

* 1. Planning and Requirements Phase
* Project Plan
* Kickoff Deck
* Program Discovery Template
* Technical Discovery Template
	1. Design Phase
* UI Mock-ups
* Nina VA only: Content Specifications
* Implementation Package
* Business strategy document.
* Reporting Specifications
* Live Chat only: Operations Configurations
* Integration Specifications
	1. Implementation Phase
* Nina VA only: Content Workshop
* Completed Business Rules and Configurations
* Completed Integrations
* Nina VA only: Access to Nuance content editor tools
* Completed User Interface
	1. Chat Adviser Training Phase
* Learning Guides
* Sample Agenda
* Training Products & Scope Curriculum
	1. Testing Phase
* Test Plan
* Nina VA only: Nina Internal NLU Tuning presentation
* Post-Production Support Process
	1. Live-to-Site
* Nina VA only: Final content and code pushed to production
* Final UI deployment to production
* Business Rules activated
	1. Stabilisation Phase
* Weekly performance report
* Nina VA only: NLU Model updates and content recommendations
* Business and configuration updates
1. Acceptance Criteria

Unless the Agreement contains acceptance criteria, the following shall apply:

* Acceptance Testing shall be conducted in accordance with the terms set forth in the Agreement.
* Nuance will make no additional enhancements to the Application following acceptance by HMRC except for such enhancements which, in Nuance's discretion, will result in a substantial improvement of the Application’s performance, and which are clearly within the overall scope of the Requirements and Design Phase documents.
* HMRC acknowledges that the Application uses natural language understanding technology, which inherently performs to statistical measures of accuracy and consistency. In particular, it can fail to recognise specific user requests and fail to complete specific interactions successfully without compromising the effectiveness of the Application as a whole.
* In the event that HMRC fails to fully deploy the Application within ninety (90) days of certification by Nuance that the Application is ready for Production Deployment due to factors beyond the reasonable control of Nuance, the final Milestone payment(s) shall become immediately due and payable and all remaining obligations of Nuance under this SOW will be deemed to have been fulfilled.
1. Abbreviations, Acronyms and Terminology

|  |  |
| --- | --- |
| Reference | Description |
| Adviser Group | Segmentation of chat Advisers based on common attributes or subject matter |
| API | Application Program Interface (software to software) |
| Business Unit | A grouping or segmentation of Adviser Groups based on a common attribute or subject matter |
| Business Rule | A rule or condition that triggers the chat that is used within reporting |
| Content Specifications | The Intents and responses of the Virtual Assistant (including business, social and dialog strategies) |
| CRM | Customer Relationship Management (relating to management software) |
| CSS | Cascading Style Sheet, to describe how HTML elements should be displayed  |
| DB | Database |
| Decision Trees | More complex Virtual Assistant answers which include clarification or disambiguation steps between the User Intent and the answers |
| Direct Answers | Simple Virtual Assistant answer for a specific User Intent  |
| DIV | <div> tag, defines a division or a section in an HTML document representing a chat window |
| DOM | Document Object Model, the application programming interface that treats an HTML document as a tree structure |
| Chat Adviser Co-browse | Ability for the Nuance live chat Adviser to view the user’s desktop. |
| Live Chat | Chat solution to allow Advisers communicate through a chat channel with online visitors |
| LTS | Live To Site is defined as when the User Interface and Nina VA web service are operational in the production environment. |
| Nina | Nuance Interactive Natural Assistant, a multichannel intelligent Virtual Assistant |
| Nina Coach | An Adviser desktop that allows Nina VA, when a user input is not understood by Nina, to defer in real-time to an Adviser who is passed the user input and either:* + selects the most appropriate response based on Nina’s suggestions, or
	+ escalate to live chat (if included), or
	+ defers the escalation back to Nina VA

The Adviser’s response is passed back to Nina VA to display to the user.  |
| NLU | Natural Language Understanding |
| Page Markers | Friendly page name (renamed URL) |
| PCI/PII | Payment Card Industry Security Standard, Personally Identifiable Information  |
| QA | Quality Assurance |
| REST | Representational State Transfer, providing interoperability between computer systems on the internet based on (secure) HTTP web services |
| SDK | Software Development Kit |
| UI | User Interface  |
| URL | Uniform Resource Locator, or web address |
| User Intent | The underlying meaning of a group of sentences  |
| UX | User Experience |
| VPN | Virtual Private Network, in order to connect remote users to HMRC’s private, internal network. |

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

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 detailed Charges breakdown for the provision of Services during the Term is contained in the Excel file Final Digital Engagement Platform costs, subject to actual costs of optimisation required by HMRC, and wil include:

1. Milestones and Fees
	1. Fixed Fees for Professional Services
* In consideration of the Deliverables and services set forth in this Call-Off contract, HMRC is obligated to pay the fixed fees set forth below in Section 1.2 (Billing Schedule), including agreed billable expenses. HMRC is responsible for all sales and use tax, if applicable.
* Services will be provided during Nuance’s standard business hours, except for mutually agreed activities, as defined in the Project Plan. Should HMRC request that Services be provided outside of Nuance’s standard business hours and provided that a schedule is mutually agreed upon that satisfies HMRC’s needs and Nuance resource availability, HMRC shall pay Nuance, at Nuance’s framework T&M day rates, pro-rata. Any hourly rates shall be calculated based on an eight hour day.
	1. Billing Schedule

Redacted

## **Part B - Terms and conditions**

### 1. Call-Off Contract start date and length

1. The Supplier must start providing the Services on the date specified in the Order Form.
2. This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
3. The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
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 extend the contract beyond 24 months.

### 2. Incorporation of terms

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:
	* 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. 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 ‘Call-Off 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 Call-Off Contract
3. The Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (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.
4. Any reference to Framework Agreement incorporated clauses will be referred to by the Framework Agreement clause number.
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

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.
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

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
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.
3. The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
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.
5. The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
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.
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.
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

1. Both Parties agree that when entering into a Call-Off 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 Call-Off Contract terms
	* have raised all due diligence questions before signing the Call-Off Contract
	* have entered into the Call-Off Contract relying on its own due diligence

### 6. Business continuity and disaster recovery

1. The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
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

1. The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier’s delivery of the Services.
2. The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
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.
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.
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.
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. All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
8. The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
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.
10. The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
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.
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

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

### 9. Insurance

1. The Supplier will maintain the insurances required by the Buyer including those in this clause.
2. The Supplier will ensure that:
	* 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
	* 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 Call-Off 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 Call-Off Contract, and for 6 years after the End or Expiry Date
3. If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
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
5. Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off 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
6. The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
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.
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

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 or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn’t apply to the extent that the Supplier breach is due to a Buyer’s instruction.

### 11. Intellectual Property Rights

1. Unless otherwise specified in this Call-Off 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.
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.
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.
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.
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 Call-Off Contract
	* Supplier’s performance of the Services
	* use by the Buyer of the Services
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
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 Call-Off Contract
	* other material provided by the Buyer necessary for the Services
8. If the Supplier does not comply with clauses 11.2 to 11.6, 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

1. The Supplier must:
	* comply with the Buyer’s written instructions and this Call-Off Contract when Processing Buyer Personal Data
	* 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
	* take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
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
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

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

1. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
2. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
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.
4. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
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 practicei[n](https://www.cesg.gov.uk/risk-management-collection) [t](https://www.cesg.gov.uk/risk-management-collection)he 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/implementing-cloud-security-principles>
6. The Buyer will specify any security requirements for this project in the Order Form.
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.
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.
9. 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

1. The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
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/cyber-risk-management-a-board-level-responsibility/10-steps-summary) <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
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.
4. If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
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[.](https://www.gov.uk/government/publications/cyber-risk-management-a-board-level-responsibility/10-steps-summary)

### 15. Open source

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

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.
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.
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.
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
5. The Supplier will immediately notify CCS of any breach of security of CCS’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 the CCS and Buyer Confidential Information however it may be recorded.
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>
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

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:
	* 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 Call-Off Contract

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.
2. The Parties agree that the:
	* Buyer’s right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
	* Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier’s avoidable costs or Losses
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.
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:
	* a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
	* any fraud
	* any contravention of Additional Buyer terms in relation to promoting tax compliance, use of off-shore tax structures and Income Tax and National Insurance Contributions
5. A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
	* 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
	* 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
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.
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

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.
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.
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.
4. Ending or expiry of this Call-Off 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 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); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
		+ 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
5. At the end of the Call-Off 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 Call-Off 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
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.
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

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 |

1. 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

1. The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
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.
3. If the Buyer has reserved the right in the Order Form to extend the Call-Off 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.
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.
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.
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
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.
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

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
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.
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

1. If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

### 24. Liability

1. Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off 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

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.
2. The Supplier will use the Buyer’s premises solely for the performance of its obligations under this Call-Off Contract.
3. The Supplier will vacate the Buyer’s premises when the Call-Off Contract Ends or expires.
4. This clause does not create a tenancy or exclusive right of occupation.
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
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

1. The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
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.
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

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

1. The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
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)

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.
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:
	* 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
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.
4. 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.
5. 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.
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
7. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
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 G-Cloud services

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.
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

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.
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 G-Cloud Services

### 32. Variation process

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.
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.
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, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off 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 Call-Off Contract document at schedule 7

## **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 Section 2 (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 under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any). |
| **Background IPRs** | For each Party, IPRs:* 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

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. |
| **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** | Data, personal data and any information, which may include (but isn’t limited to) any:* 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').
 |
| **Connected Company** | means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation TaxAct 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 Framework Agreement 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)** | Data Protection Legislation means: 1. (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time
2. (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;
3. (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** | Default is any:* 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

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. |
| **Deliverable(s)** | The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract. |
| **Digital Marketplace** | The government marketplace where Services are available for Buyers to buy. (<https://www.digitalmarketplace.service.gov.uk>/) |
| **DOTAS** | the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005; |
| **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 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 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 Call-Off Contract in the Order Form. |
| **Force Majeure** | A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:* 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

The following do not constitute a Force Majeure event:* 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** | 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). |
| **Framework Agreement** | The clauses of framework agreement RM1557.11 together with the Framework Schedules. |
| **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 Section 2 (Services Offered) 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. |
| **GDPR** | The General Data Protection Regulation (Regulation (EU) 2016/679). |
| **General Anti Abuse Rule** | means(a) the legislation in Part 5 of the Finance Act 2013; (b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and(c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax; |
| **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. |
| **Halifax Abuse Principle** | the principle explained in the CJEU Case C 255/02 Halifax and others |
| **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** | Can be:* 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:* 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:* the supplier's own limited company
* a service or a personal service company
* a partnership

It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). |
| **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. |
| **Key Subcontractor** | any Subcontractor, excluding cloud hosting suppliers, providing off the shelf services to Supplier:(a) which, in the opinion of the Buyer, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or(b) 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 |
| **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 CCS’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 with which the Supplier is bound to comply. |
| **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. |
| **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 section 6 (What you report to CCS). |
| **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. |
| **Occasion of Tax Non-Compliance** | (a) any Tax return of the Supplier and/or its Key Subcontractor and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier and/or its Subcontractor to the Relevant Tax Buyer on or after 1 October 2012 is found to be incorrect as a result of:(i) a Relevant Tax Buyer successfully challenging the Supplier or relevant Key Subcontractor under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR; (ii) the failure of an avoidance scheme which the Supplier or relevant Key Subcontractor was involved in, and which was, or should have been, notified to a Relevant Tax Buyer under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or(b) the Tax affairs of the Supplier or any of its Key Subcontractors have given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years; (c) For these purposes :(i) a return is "submitted" when it is first submitted to the Relevant Tax Buyer and any subsequent amendments or re-submissions are to be ignored; and(ii) a Relevant Tax Buyer will not be deemed to have "successfully challenged" the Supplier or a Key Subcontractor until an appeal against such challenge is no longer possible. |
| **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 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 workingfor or engaged by a Buyer or CCS a financial or other advantageto:* 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:
	+ 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 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: 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 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 Tax Buyer** | HMRC, or, if applicable, a tax Buyer in the jurisdiction in which the Supplier is established, resident or liable to any Tax |
| **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 Section 2 (Services Offered) of the Framework Agreement. |
| **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 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-controls-check-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 Personnel** | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement; |
| **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. |
| **TAAR” or Targeted Anti-Avoidance Rule** | means provision(s) in any legislation which seeks to prevent avoidance of any Tax |
| **Tax** | means:(a) all forms of tax whether direct or indirect;(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;(c) 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(d) 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; |
| **Term** | The term of this Call-Off Contract as set out in the Order Form.  |
| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| **VAT** | value added tax as provided for in the Value Added Tax Act 1994 |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. Consists of 8 hours. |
| **Year** | A contract year. |

## **Schedule 7 - GDPR Information**

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

## **Annex 1 - Processing Personal Data**

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

* + - 1. The contact details of the Buyer’s Data Protection Officer are:

Redacted

* + - 1. The contact details of the Supplier’s Data Protection Officer are:

Redacted

* + - 1. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
			2. Any such further instructions shall be incorporated into this Annex.

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:Buyer acknowledges that delivery of the Services requires Supplier to operate, maintain, tune, enhance, improve and provide technical support services for the speech recognition, natural language understanding, and other Supplier software and technologies that are embodied in the Services delivered to Buyer and that such processing constitutes a legitimate interest as defined under EU Data Protection Laws |
| Duration of the Processing | The duration of the processing activity will be the same as or less than the duration of the agreement, 19th September 2019 – 18th September 2020. |
| Nature and purposes of the Processing | PurposeThe purpose of the data processing is:- To assist HMRC analyse the performance of the customer service provided (through performance metrics and web chat data)- To assist HMRC gain business insight into our customer’s needs (these are anonymised)ContextThe data collected includes:- Performance data relating to the Webchat Service (average waiting times, total number of completed chats and serviced customers etc.). This data is analysed by HMRC to ensure that the level of customer service provided to HMRC’s customer base is meeting demand.- Chat record/transcript information is used for Quality Coaching purposes and to also ensure that customer service levels are met.-Chat record/transcripts to help define business insights.NatureAll customer chat transcript data is collected in real-time via the web chat service. The customer chat transcript data will be stored on the Supplier’s UK servers and can only be accessed by HMRC users with the relevant credentials:- performance data will be provided via reports with the relevant data i.e. average wait times, chat concurrency, completed chats etc.) - Customer chat transcript data used to help determine quality and business insight will be accessed via the Supplier’s user interface.ScopeScope of the data processing is limited to what has been listed above i.e. to measure performance, quality and to gain business insight. Frequency for performance MIS is likely to be daily if not more frequent during business critical times, frequency of web chat transcripts is likely to be less frequent, maybe once a month (this is to ensure we have enough transcript data to make meaningful business insight assumptions). All processing of customer chat transcripts data will be done in the UK within HMRC office locations by HMRC staff. Some data may be made available to the Supplier to help with problem resolution as further detailed in the Offshore Questions, as attached to this Call Off Agreement. Volume of data is heavily dependent on usage. |
| Type of Personal Data | The customer chat transcript data will include a record of the ID&V Process (Mandatory Security Questions including NINO, DOB, Address and post-code) plus anything else the customer may decide to declare such as:- Name (First name/Last name) • Phone Number• Email Address• Reason for contact/intent • UTR• Record of previous contact activityNote: The specific data items that the Supplier processes and stores will be defined by HMRC, the Data Controller, during the Design stage of the project. |
| Categories of Data Subject | Categories of data subjects are limited to HMRC customers/public. |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | Data MaskingThe Supplier does not retain the types of customer information detailed above. The Supplier’s standard process is to mask the above listed data types (either automatically or via Adviser intervention).The Supplier ‘masks’ certain types of data where patterns can be determined. These pieces of sensitive data can be set to be ‘masked to Adviser’, meaning an Adviser would see XXXXXX within the transcript rather than the data itself. PII can also be visible to the Adviser but masked when stored, depending on HMRC’s requirements. The nature of queries that will be handled will not have any need or requirement to disclose or handle payment card details, however an extra level of cover credit/debit card numbers are masked (replaced with x’s – this process is not reversible, once the information is masked, it can’t be recovered). Script Deletion/Destruction ProcessThe Supplier destroys all transcript data it holds every 24 hours.The Supplier will retain data (customer transcript data) for a 24 hour period then returned to HMRC and destroyed by the Supplier on their servers, including any duplication, with a fully supporting technical architecture. Future data retention policies will be in-line with HMRC policies as notified to and accepted by Supplier (which shall not be unreasonably withheld or delayed) with a fully supporting technical architecture. |