



# G-Cloud 13 Call-Off Contract

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

**G-Cloud 13 Call-Off Contract**

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Part A: Order Form

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

Platform service ID number	881345412142578
Call-Off Contract reference	C262846
Call-Off Contract title	Lot 2: Liveness and Likeness Checks
Call-Off Contract description	Lot 2: Liveness and Likeness Checks
Start date	10 <sup>th</sup> February 2024
Expiry date	9 <sup>th</sup> February 2027
Call-Off Contract value	<div>[REDACTED] exclusive of VAT</div> <div>This value applies for Services to be provided up to the Expiry Date and thereafter may be increased at the sole discretion of the Buyer as appropriate for any extension period.</div>
Charging method	<div>(1) [REDACTED].</div> <div>(2) The SLS and Security level to be provided is 'Gold'. The Service Delivery charges relate to and shall be invoiced for each period of twelve months beginning with the Start Date and any anniversary of</div>

	<p>the Start Date, and the first such invoice shall be issued upon execution of this Call-Off Contract</p> <p>(3) Transaction bundle(s) will be invoiced in advance or as otherwise agreed by the Parties</p> <p>(4) The Committed Additional Throughput charges shall be invoiced for each period of twelve months beginning with the Start Date and any anniversary of the Start Date, and the first such invoice shall be issued upon execution of this Call-Off Contract</p> <p>(5) any Transactions that exceed the current bundle(s) of Transactions (“overage”) shall be invoiced monthly in arrears or as otherwise agreed by the Parties</p> <p>(5) Any Additional Services charges due shall be invoiced monthly in arrears or as otherwise agreed by the Parties</p> <p>Items (1), (2), (3) and (4) comprise “<b>Fixed Service Charges</b>”. Item (5) comprises “<b>Variable Service Charges</b>”.</p>
<b>Purchase order number</b>	TBC

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

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

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

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

<b>From the Buyer</b>	<p>NHS England</p> <p>Buyer's main address:</p> <p>7 - 8 Wellington Place</p> <p>Leeds</p> <p>West Yorkshire</p> <p>LS1 4AP</p>
<b>To the Supplier</b>	<p>iProov Limited</p> <p>+44 20 7993 2379</p> <p>Supplier's main address:</p> <p>10 York Road</p> <p>London</p> <p>SE1 7ND</p> <p>United Kingdom</p> <p>Company number: 07866563</p>
<b>Together the 'Parties'</b>	

Principal contact details

**For the Buyer:**

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

**For the**

**Supplier:**

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

<b>Start date</b>	<p>The date and number of days or months is subject to clause 1.2 in Part B below.</p> <p>This Call-Off Contract Starts on the date of the second signatory of this Call-Off Contract and is valid for an initial period of 36 months.</p>
<b>Ending (termination)</b>	<p>The notice period needed for the Supplier to End this Call Off Contract pursuant to Clause 18.6 (non payment of undisputed sums) is at least 30 calendar days from the date the Supplier provides its written notice to End. The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>

<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>6 months</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>As part of any extension, the Parties may amend, by way of variation, the pricing and charging method agreed as part of this Call-Off Contract in order to benefit from any savings the Supplier may provide.</p> <p>The Parties acknowledge and agree that the Call-Off Contract shall not automatically renew.</p>
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### Buyer contractual details

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

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"><li>• Lot 2: Cloud software</li></ul>
<b>G-Cloud Services required</b>	<p>The Services to be provided by the Supplier under the above Lot are outlined below ("<b>Service Description</b>"):</p> <ul style="list-style-type: none"><li>• The Supplier's Enroller service compares the face of a remote user against their portrait derived from their photo ID, whilst seeking to determine if the user is physically present.</li><li>• The Services consist of:<ul style="list-style-type: none"><li>• reception from Buyer or a nominated third party of a photographic portrait image via a secure internet channel,</li></ul></li></ul>

- capture and transmission to Supplier servers of imagery of the user, by an SDK or other software provided and licensed by Supplier and running on the user device,
- analysis of the received user imagery to determine the likelihood that the user is:
  - the person depicted in the photographic portrait
  - a person present in front of the user device at the time of transmission
- comparison of these likelihoods with one or more threshold levels agreed with the Buyer, producing a result of pass or fail,
- communication of this pass/fail result, together with other information, including an image of the user, to the Buyer or their agent by means of a secure internet channel

### **Interfaces**

The Supplier shall provide, for access in connection with the provision of the Services, three interfaces to the Buyer or relevant users:

- An API (A) to submit a photographic image of a person, with the request to authenticate it against an image of the person captured from a device
- An API (B) permitting software on a device to request the capture of imagery of a person in possession of the device
- An API (C) to obtain a single pass/fail confirmation that the person in possession of the device both appears to be the same person depicted in the photographic image and appears to be a physically present person.
- Interface A and C are provided by Supplier via a secure internet channel to the servers of the Buyer or their agent. Interface B is provided on the user device by means of an SDK or API.

API C also provides the result of the comparison, and also provides a photograph of the user, extracted from the imagery received by Supplier.

### **Reporting**

- The Services include the daily (informal) and weekly (more formal) reporting of service-related parameters to the Buyer, whose content and delivery means shall be as agreed between the Parties, including agreed provisions relating to (a) rejected Transactions, and (b) issues with users connections or device cameras.

### **Transactions**

- Up to 12,000,000 Transactions per annum

The Buyer acknowledges that Transactions that exceed the TPS (Throughput Per Second) rate allocated to the relevant Services level taken by the Buyer, as such TPS level is specified in Schedule 2, will be rejected by the Services

<b>Additional Services</b>	The Parties acknowledge that additional professional services may be required from time to time to provide solution enhancements, customisation and policy-specific changes. Such services (and the relevant charging mechanism – i.e. fixed price, capped time and materials, time and materials etc.) and the deliverables will be based on the rate cards detailed in Schedule 2 (unless agreed otherwise by the Parties), such services to be agreed between the Parties via a separate Variation to be appended to this Call-Off contract.
<b>Location</b>	The Services will be delivered as set out in the SLS.
<b>SLS</b>	<p>Each Party shall comply at all times with the SLS, which shall be governed by and subject to the terms and conditions of this Call-Off Contract. The SLS shall include a detailed statement of service requirements that may include obligations on either Party as to the steps that are to be taken to meet such requirements. The provisions relating to Service Levels and Service Level Targets below shall be deemed to apply to the Buyer's obligations under the SLS.</p> <p>The final form SLS as agreed at the date of this Call-Off Contract is appended within Schedule 1. It is expected by the Parties that changes will be necessary to the SLS. The agreement of the SLS and any such change to it shall be agreed as a Variation in accordance with clause 32.</p>
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are as detailed in the SLS or as agreed in a related Variation. The Supplier acknowledges its role under paragraph 2.2.1 of the NHSE specification document in Schedule 1- Services, subject to the provisions relating to Service Levels and Service Level Targets below.
<b>Technical Standards:</b>	The technical standards required for this Call-Off Contract are as detailed in the SLS or as agreed in a related Variation. The Supplier acknowledges its role under paragraph 2.2.1 of the NHSE specification document in Schedule 1- Services, subject to the provisions relating to Service Levels and Service Level Targets below.
<b>Service levels:</b>	The service level and availability criteria required for this Call-Off Contract are as detailed below, or as agreed in a related Variation.



	<p>Transactions take place between the browser or mobile app and the iProov Service. Server processing time is measured, which excludes smartphone and network time.</p> <p>Performance targets apply when operating below procured infrastructure capacity</p> <p><b>Service Priority Level</b> P1 - iProov service is not available</p> <p>P2 - A component of iProov is not available but users are able to complete applications</p> <p>P3 - A backend component is not available and is not impacting users but delaying submissions to NHS OR transaction performance not meeting targets P4 - Issue not impacting the ability for user to complete application or backend service to make submission to NHS.</p> <p>Service Credits (ie any credits allocated under the Credit/Bonus column in the table below) are the Buyer's entire remedy and the Supplier's exclusive liability for the events to which the table relates. For these purposes, the core fee (infrastructure) is the annual Service Delivery charge specified in Schedule 2 pro-rated to the period for which Measurement is made for the relevant Service Level Target.</p> <div></div>
Onboarding	No onboarding is required for this Call-Off Contract.

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<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is as detailed in the SLS, and/or will be developed as required and/or as agreed in a related Variation and in any event will include a requirement for the Supplier to ensure it closes any APIs or accounts in the Buyer's name or connected to the Buyer's systems that have been developed to facilitate the Buyer's use of the Supplier solution upon the End of this Call-Off Contract.
<b>Collaboration agreement</b>	N/A

<b>Limit on Parties' liability</b>	<p>The total aggregate liability under this Call-Off Contract:</p> <ol style="list-style-type: none"><li>1) of the Supplier in respect of all matters and claims arising under Clause 11.6 of this Call-Off Contract (including IPR Claims) in any Year will not exceed [REDACTED];</li><li>2) of the Supplier for Relevant Claims (as provided in Clause 10.1 of this Call-Off Contract)) in any Year will not exceed [REDACTED]; and</li><li>3) in respect of all other defaults (including any Default, as defined in this Call Off Contract) and other breaches whatsoever (including in respect of Property defaults and Buyer Data defaults, save as provided in paragraph 1) or 2) above) (whether in contract, tort (including negligence), breach of statutory duty, or otherwise), arising or occurring in any Year, and whether direct or indirect, of either Party will not exceed the greater of: (a) [REDACTED]; or (b) [REDACTED] of the total Charges paid or payable in in the Year in question.</li></ol> <p>For these purposes, (i) a "Year" is a period of twelve months beginning with the Start Date or any anniversary of the Start Date.</p>
<b>Insurance</b>	<p>In addition to any other insurances required by Clause 9, the Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"><li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li><li>• professional indemnity insurance cover to be held by the Supplier (as well as by any agent, Subcontractor (other than a Cloud Service Provider) 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 such higher limit as may be required by Law)</li><li>• the Supplier shall maintain employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li></ul>

<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"><li>a. ensuring it has the right to authorise all Personal Data to be processed by the Supplier</li><li>b. satisfying all obligations that apply to a Controller in respect of Personal Data (including any that apply to special category Personal Data) that is processed by the Supplier</li><li>c. orchestrating and arranging the full performance of other services engaged in the flow of relevant data</li><li>d. meeting requirements specified in the SLS to the extent provided in the SLS</li><li>e. ensuring that the photographic portrait images supplied by the Buyer to the Supplier:<ul style="list-style-type: none"><li>1. conform to international standard ISO/IEC 19794 Information technology — Biometric data interchange formats — Part 5: Face image data (supporting ICAO 9303 passports and ISO 18013 Driving Licences),</li><li>2. are substantially in focus and un-obscured by flare or watermarks, and</li><li>3. have a minimum of 85 pixels between the eyes</li></ul></li><li>f. advising users of the NHS Login service that the link between the user device and the Supplier servers must be a fixed or mobile broadband link with throughput of 750kb/s or faster and no packet loss; and</li><li>g. advising users that the user device must be equipped with a screen and front-facing camera:<ul style="list-style-type: none"><li>4. that runs supported Android and iOS versions; and</li><li>5. must not be on a list of excluded devices</li></ul></li></ul> <p>as specified by Supplier at a URL to be communicated by Supplier to Buyer from time to time.</p>
<b>Buyer's equipment</b>	<p>If Buyer's equipment is to be used with this Call-Off Contract, it shall be specified in a related Variation appended to this Call-Off Contract.</p>

### Supplier's information

<b>Subcontractors or partners</b>	The Cloud Service Providers (as defined in the Buyer specific amendments section of this Order Form).
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### Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS (Bankers Automated Clearance Service).
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is:</p> <ul style="list-style-type: none"><li>• Service Setup: Not Applicable</li><li>• Fixed Service Charges: payment due within 30 days following submission of a valid invoice for the Fixed Service Charge</li><li>• Variable Service Charges: payment due within 30 days following submission of a valid invoice during the month following consumption</li><li>• Additional Services: payment due within 30 days following submission of a valid invoice following service provision (unless otherwise agreed between the Parties in the related Variation)</li></ul> <p>The Supplier shall be entitled to submit invoices for Fixed Service Charges in advance of the monthly (or other) period to which they relate so that they are payable by the Buyer at the commencement of that month (or other period). For the avoidance of doubt, on or about the Start Date the Supplier shall be entitled to submit invoices to the Buyer for the Service Setup Charges, the Service Delivery charges, and for any other Fixed Service Charges that apply in the first and second months that succeed the Start Date.</p>

	<p>Fixed Service Charges and Variable Service Charges are as specified at Charging Method above.</p> <p>Charges paid are non-refundable.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices on or about 1<sup>st</sup> of the month. The Buyer will pay the Supplier according to the payment profile indicated above. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice which includes a valid Purchase Order Number. In the event that the Buyer (acting reasonably) disputes an invoice, the Buyer shall be entitled to withhold payment of such invoice, provided that the Buyer complies with Clause 7.11 of the Call-Off Contract. The Buyer shall issue to the Supplier an accurate and valid Purchase Order (containing a valid Purchase Order Number) to facilitate the timely payment of each amount to be paid by the Buyer under this Call-Off Contract.</p> <p>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.</p>
<b>Who and where to send invoices to</b>	<p>Invoices should clearly quote the purchase order number, be addressed to NHS England (NHS Digital), T56 Payable A125, PO Box 312, LEEDS LS11 1HP and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p> <p>Any queries regarding outstanding payments should be directed to NHS England (NHS Digital)'s Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p>
<b>Invoice information required</b>	<p>All invoices must include reference to the Purchase Order Number (if the Supplier has been issued with a Purchase Order Number) and should be accompanied by a report of the number of chargeable</p>

	<p>Transactions, completed timesheets or notification of successful completion of Deliverables (as the case may be).</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment. The Buyer shall issue to the Supplier an accurate and valid Purchase Order (containing a valid Purchase Order Number) to facilitate the timely payment of each amount to be paid by the Buyer under this Call-Off Contract.</p>
<b>Invoice frequency</b>	Invoices will be sent to the Buyer monthly in arrears or in advance (as appropriate to the payment profile indicated above).
<b>Call-Off Contract value</b>	[REDACTED] (exclusive of VAT)
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is in Schedule 2.</p> <p>The Supplier may by notice in writing to the Buyer ("<b>Uplift Notice</b>") adjust the Call-Off Contract charges with effect from the beginning of each Year to reflect the percentage increase in the Consumer Prices Index most recently published in respect of the period of twelve months prior to the date of the Uplift Notice. The Supplier's Uplift Notice shall be given to the Buyer not less than one month prior to the date when the Uplift Notice is to take effect. For the avoidance of doubt, an Uplift Notice does not apply to sums already paid to the Supplier at the time when the Uplift Notice takes effect (such as Transaction bundles that have already been purchased).</p> <p>Any expenses that (for the avoidance of doubt) are not Charges specified in Schedule 2 must be agreed by the Buyer in writing prior to such costs being incurred and will only be payable in accordance with the Buyer's expenses policy.</p>

## Additional Buyer terms

<b>Performance of the Service</b>	This Call-Off Contract will include the Implementation Plan, exit and offboarding plans and milestones in the Service Description and SLS.
<b>Guarantee</b>	Not applicable.
<b>Warranties, representations</b>	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that where software is developed through Additional Services, a 90-day warranty from Buyer acceptance of the deliverables/code will apply, unless otherwise agreed between the Parties.
<b>Supplemental requirements in addition to the Call-Off terms</b>	<ol style="list-style-type: none"><li>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:<ol style="list-style-type: none"><li>1.1 The Buyer shall be entitled to permit access to the software to any contractor and/or subcontractor of the Buyer who is providing services to the Buyer relating to the provision of the NHS Login service, solely to the extent that the same is needed for such contractor or subcontractor to undertake its contracted services for the Buyer, on condition that the Buyer shall be responsible to the Supplier for the acts and omissions of each such contractor and subcontractor as if they</li></ol></li></ol>



	<p>were the acts and omissions of the Buyer. The Buyer shall not otherwise be entitled to sub-license the software.</p> <p>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.</p> <p>1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</p> <p>1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.</p> <p>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</p>
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<b>Alternative clauses</b>	Not applicable.				
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table><tr><td><b>Central Government Body</b></td><td><p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p><p>a) Government Department;</p><p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p><p>c) Non-Ministerial Department; and</p><p>d) Executive Agency;</p></td></tr><tr><td><b>Cyber Security Requirements</b></td><td><p>means:</p><p>a) compliance with the DSP Toolkit or any replacement of the same;</p><p>means:</p><p>compliance with the DSP Toolkit or any replacement of the same;</p></td></tr></table>	<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>	<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>means:</p> <p>compliance with the DSP Toolkit or any replacement of the same;</p>
<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>				
<b>Cyber Security Requirements</b>	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>means:</p> <p>compliance with the DSP Toolkit or any replacement of the same;</p>				

	<div>and</div> <div>Must Hold a valid DSPT assessment achieving 'Standards Met' or above.</div> <div>For all the "Cyber Security Requirements" hereafter, where individual requirements cannot be adhered to for technical reasons, the Supplier must demonstrate the implementation of alternative processes or controls, subject to NHSE approval.</div> <div>Comply with NCSC CAF (NCSC CAF guidance - NCSC.GOV.UK)</div> <div>Comply with NCSC Secure Design Principles (Secure design principles - NCSC.GOV.UK)</div> <div>Comply with NCSC Protecting bulk personal data principles (Protecting bulk personal data - NCSC.GOV.UK)</div> <div>Certified for ISO27001 (2013 or 2022) and demonstrate alignment to ISO27002 (2022)</div> <div>They must produce an SMP and ISMS according to section 16.1 that demonstrates compliance with:</div> <div>Requirements and principles as in 13.6</div> <div>Requirements and principles as in 16</div> <div>NCSC CAF (above)</div> <div>NCSC Secure Design Principles (above)</div> <div>NCSC Protecting bulk personal data principles (above)</div> <div>ISO27002 (above)</div> <div>Any other duties in the contract deemed relevant for security.</div> <div>SMP/ISMS must be produced with 30 days of contract signature.</div> <div>In addition to the SMP/ISMS, we NHSE must maintain the right to audit how they comply or align with any</div>
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	<p>of the security-related duties within the contract.</p> <p>All data must be processed and stored within the UK, subject to Clause 37 (Offshore Working) below.</p> <p>All data must be processed and stored on dedicated infrastructure, not shared with other users of the service.</p> <p>All sub-contractors must fulfil the same requirements and Supplier must be able to evidence their own due diligence of these sub-contractors against our requirements.</p> <p>Supplier must provide (under NDA if necessary) the output of a recent security test of the product and its infrastructure along with a proposed remediation timeline of all issues. Repeat tests must be conducted annually under the same arrangement. If new UK infrastructure is being stood up, the initial test must be conducted against that infrastructure within 30 days of it being deployed.</p> <p>To the extent that NHSE data comprises imagery of users of the NHS Login service, it must not be used to train, or augment any machine learning/artificial intelligence model for use by anyone other than us. Any such model must be deleted at the end of the contract.</p> <p>WS infrastructure must be built in alignment with the AWS Well-Architected Framework (<a href="https://aws.amazon.com/architecture/well-architected">https://aws.amazon.com/architecture/well-architected</a>) and this should be evidenced in the SMP/ISMS.</p> <p>AWS infrastructure must be built in alignment with the AWS Foundational Security Best Practices standard (<a href="https://docs.aws.amazon.com/securityhub/latest/userguide/fsbp-standard.html">https://docs.aws.amazon.com/securityhub/latest/userguide/fsbp-standard.html</a>) and CIS AWS Foundations benchmark</p>
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		(( <a href="https://docs.aws.amazon.com/securityhub/latest/userguide/cis-aws-foundations-benchmark.html#cis1v4-standard">https://docs.aws.amazon.com/securityhub/latest/userguide/cis-aws-foundations-benchmark.html#cis1v4-standard</a> )). Any intentional non-compliance should be evidenced in the SMP/ISMS and overall compliance assessed in the security test.
	<b>DSP Toolkit</b>	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	<b>Project Specific IPRs</b>	means 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 or Third Party IPRs;
	<b>Purchase Order</b>	means the Buyer's unique number relating to the supply of the Services;

<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
<b>Third Party IPRs</b>	means any intellectual property rights owned by a third party, which are licensed by the Supplier for the purposes of providing the Services;
<b>Unavoidable Losses</b>	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;

- 1) New Clauses 11.10 to 11.14 inclusive, shall be added to Clause 11 of the Call-Off terms, as follows:

11.10 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any the Project Specific IPRs and Supplier Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities such licence to continue until the end of the Call Off Contract term.

11.11 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy use of the Project Specific IPRs in accordance with this Call-Off Contract.

- 2) Incorporated Framework Agreement clause 28.2 is deleted. Clause 10.1 of this Call-Off Contract is deleted and amended as follows and new Clauses 10.2, 10.3, 10.4 and 10.5 are added as

follows:

**Data protection indemnity**

10.1 Subject to clause 24.1, the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses arising from any claim brought against the Buyer by a Regulatory Body, Data Subject, or any other third party based on any breach of the Supplier's obligations under the Data Protection Legislation or incorporated Framework Agreement clause 28.1 (a "**Relevant Claim**") to a maximum of the Data Protection Liability Cap in any Year. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

10.2 Clause 10.1 will not apply if a claim under the indemnity results solely from or is caused solely by:

- a breach by the Buyer of any of its obligations under this Call-Off Contract or under Data Protection Legislation.

10.3 The Buyer shall:

- a. notify the Supplier as soon as reasonably practicable after becoming aware of any Relevant Claim;
- b. to the extent it is reasonably able to do so, take reasonable steps to mitigate the losses, damages, costs, charges and expenses to which the Relevant Claim relates.
- c. (except where and to the extent that compliance with any applicable Law or mandatory instruction of a Regulatory Body does not permit the same) not make any material statement or any admission or enter into any settlement discussion in respect of a Relevant Claim without notifying the Supplier and taking reasonable account of the Supplier's representations concerning the same.

10.4 Each Party shall (at the Supplier's expense) provide the other with such reasonable assistance to defend or settle any Relevant Claim as the other may request.

3) Within the scope of the Call-Off Contract, Clause 11.7 of the Call-Off terms shall be deleted and replaced with the following new Clause 11.7 and new clauses 11.7A and 11.7B shall be added:

	<p>11.7 Clause 11.6 will not apply if the IPR Claim results from or is caused by:</p> <ul style="list-style-type: none"><li>• the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract</li><li>• other material provided by the Buyer necessary for the Services</li><li>• a breach by the Buyer of any of its obligations under this Call-Off Contract or under Law</li></ul> <p>11.7.A The Supplier's obligations under Clause 11.6 are conditional upon the Buyer (i) notifying the Supplier as soon as is practicable after being notified or becoming aware of an IPR claim; (ii) not making any admission, denial or settlement whatsoever in relation to the IPR Claim except with the written consent of the Supplier; (iii) giving to the Supplier the entire control of the defence and settlement of the IPR Claim; and (iv) providing to the Supplier (at the Supplier's expense) all reasonable assistance requested by the Supplier in connection with such defence and settlement, including (without limitation) by executing documents, provided that the Supplier shall keep the Buyer informed of all material developments in relation to any IPR Claims, take account of the Buyer's reasonable representations in relation to the conduct of any IPR Claims including as to whether a relevant IPR Claim might be resolved in a manner that does not adversely affect the Buyer's reputation.</p> <p>11.7.B Each Party shall (at the Supplier's expense) provide the other with such reasonable assistance to defend or settle such IPR Claim.</p> <p>4 (A) Within the scope of the Call-Off Contract, the following proviso shall be deemed added at the end of Clause 11.7:</p> <p>Provided that if none of the above three options is reasonably capable of being effected, the Supplier shall have the right to End the Call Off Contract by notice in writing to the Buyer, without prejudice to any right of the Buyer to claim a Material Breach by the Supplier.</p> <p>4 (B) Clause 11.9 of the Call-Off Contract shall be deleted in its entirety and replaced with the following new Clause 11.9:</p> <p style="padding-left: 40px;">If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach.</p> <p>5) Within the scope of the Call-Off Contract, Clause 15 (Open Source) shall be deemed not to apply.</p>
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	<p>6) Clauses 19.5 and 33.1 are amended to include the following proviso at the beginning of the clause:</p> <p>Subject to the Supplier's retention of Buyer Data in accordance with Schedule 7 to this Call Off Contract and Framework Agreement incorporated Schedule 7</p> <p>7) The Parties agree as follows in relation to Clause 29:</p> <p>The Parties do not expect TUPE to apply, and will jointly discuss and seek in good faith to resolve any TUPE considerations that may arise under Law.</p> <p>8) Clauses 24.1, 24.2, 24.3 and 24.4 of this Call-Off Contract shall be deleted and a new clause 24.1 inserted as follows:</p> <p>24.1 Subject to incorporated Framework Agreement clauses 4.1 and 4.2 (but otherwise notwithstanding all other provisions of the Contract), each Party's Yearly total liability under or in connection with this Call-Off Contract shall not exceed the amounts specified in "Limit on Parties' liability" under the Order Form.</p> <p><b>2)</b> Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.2 and 18.3:</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"><li>• Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided</li><li>• Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's Losses, unless Unavoidable Losses are specified in the Order Form, in which case clause 18.3 shall apply to such Unavoidable Losses.</li></ul> <p>18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with</p>
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	<p>supporting evidence.</p> <p><b>3)</b> New Clauses 4A and 4B shall be added as follows:</p> <p><b>4A IR35</b></p> <p><b>4A.1</b> This Call-Off Contract constitutes a contract for the provision of goods and/or services. Where the Supplier (or its Subcontractors) have included one or more people that are non-permanent members of staff that are not on the Supplier's (or its Subcontractors) payroll ("Contractor(s)") to fulfil its service obligations under this Call-Off Contract, the Supplier shall be fully responsible for and shall indemnify the Buyer for:</p> <ul style="list-style-type: none"><li>• any proceedings, claims or demands by any third party (including specifically, but without limitation, HMRC and any successor, equivalent or related body pursuant to the IR35 legislation and/or any of the provisions of Income Tax Regulations);</li><li>• 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 either the performance of the services or any payment or benefit received by the Contractor in respect of the services, where such recovery is not prohibited by law; and</li><li>• all reasonable costs, expenses and any penalty, fine or interest incurred or payable by the Buyer in connection with or in consequence of any such liability, deduction, contribution, assessment or claim.</li></ul> <p><b>4A.2</b> The Buyer may at its option satisfy such indemnity (in whole or in part) by way of deduction from payments due to the Supplier.</p> <p><b>4A.3</b> The Supplier warrants that it is not, nor will it prior to the cessation of this Call-Off Contract, become a managed service company, within the meaning of section 61B of the Income Tax (Earnings and Pensions) Act 2003.</p> <p><b>4A.4</b> The Supplier shall monitor the provision of the services and notify the Buyer where it considers that the activity of the</p>
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Buyer may impact the Suppliers' (or its Subcontractors) IR35 Assessment in relation to the Contractors.

**4B Security of Supplier Staff**

4B.1 Supplier Staff shall be subject to pre-employment checks that include, as a minimum: verification of identity, employment history, unspent criminal convictions and right to work, as detailed in the HMG Baseline Personnel Security Standard:

(<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>), as may be amended or replaced by the Government from time to time.

4B.2 The Supplier shall agree on a case by case basis which Supplier Staff roles which require specific government National Security Vetting clearances (such as 'SC') including system administrators with privileged access to IT systems which store or process Buyer Data.

4B.3 The Supplier shall prevent Supplier Staff who have not yet received or are unable to obtain the security clearances required by this clause from accessing systems which store, process, or are used to manage Buyer Data, or from accessing Buyer premises, except where agreed with the Buyer in writing.

4B.4 All Supplier Staff that have the ability to access Buyer Data or systems holding Buyer Data shall undergo regular training on secure information management principles. Unless otherwise agreed with the Buyer in writing, this training must be undertaken annually.

4B.5 Where Supplier Staff are granted the ability to access Buyer Data or systems holding Buyer Data, those Supplier Staff shall be granted only those permissions necessary for them to carry out their duties. When staff no longer need such access or leave the organisation, their access rights shall be revoked within one (1) Working Day.

**4)** A new Clause 16.8 shall be added as follows:

16.8 The Supplier warrants and represents that it has complied with and throughout the Call Off Contract Period will continue to comply with the Cyber Security Requirements.

**5)** Clauses 12.1 and 12.3 of the Call-Off terms and conditions shall be deleted in their entirety and replaced with the

	<p>following new Clauses 12.1 and 12.3:</p> <p>12.1 The Supplier must:</p> <ul style="list-style-type: none"><li>• only Process Buyer Data in accordance with the Buyer's written instructions and this Call-Off Contract when Processing any Buyer Data, including but not limited to Buyer Personal Data;</li><li>• only Process the Buyer Data, including but not limited to Buyer Personal Data, as specified in this Call-Off Contract and otherwise as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body;</li><li>• take reasonable steps to ensure that any Supplier Staff who have access to any Buyer Data, including but not limited to Buyer Personal Data act in compliance with Supplier's security processes.</li></ul> <p>12.3 The Supplier must get prior written consent from the Buyer to transfer any Buyer Data, including but not limited to Buyer Personal Data to any other person (including any Subcontractors) for the provision of the Services, provided that the Buyer hereby consents to the transfer of Buyer Data, subject to the terms of incorporated Framework Agreement clause 28, Framework Agreement incorporated Schedule 7 and Clause 12 of this Call-Off Contract, to the Subprocessors as specified in the 'Subprocessors' section of Schedule 7 in this Call-Off Contract (each a "<b>Cloud Service Provider</b>").</p> <p>12.7 Neither Party shall do nor omit to do anything that will put the other Party in breach of the Data Protection Legislation.</p> <p>6) A new clause 7.2A shall be added to the Call-Off terms and conditions as follows:</p> <p><b>7.2A Electronic Invoicing</b></p> <p>7.2A.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.</p> <p>7.2A.2 For the purposes of clause 7.2A.1, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of</p>
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	<p>the syntaxes published in Commission Implementing Decision (EU) 2017/1870.</p>
	<p><b>7)</b> New Clause 33.2 shall be added as follows:</p> <p><b>Data Protection Impact Assessment Delivery and Assistance</b></p>
33.2	<p>Without limitation to the obligations as set out in Framework Agreement incorporated Schedule 7 and Schedule 7 to this Call-Off Contract (UK GDPR Information), the Call-Off Contract and the Order Form, the Supplier shall participate and provide reasonable co-operation upon the Buyer's request for the completion of any Data Protection Impact Assessments conducted by the Buyer relating to the Services and the deliverables. Such participation and co-operation shall include assisting Buyer's updating of the Data Protection Impact Assessment at each material change of the deliverable(s) (including but not limited to each release of new software) and following any Variation.</p>
	<p><b>8)</b> A new Clause 34 shall be added as follows:</p>
34	<p><b>Assignment and Novation</b></p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to the Department of Health and Social Care, and / or any Central Government Body and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p>
	<p><b>9)</b> A new Clause 35 shall be added as follows:</p>
35	<p><b>Subcontracts</b></p> <p>The Supplier shall ensure that each material Subcontract shall include:</p>
35.1	<p>a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Subcontract which confer a benefit upon the Buyer;</p>

	<p>35.2 a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier; and</p> <p>35.3 obligations no less onerous on the Subcontractor than those imposed on the Supplier under this Call-Off Contract,</p> <p>save that Buyer acknowledges such provisions are not required to be included in the Supplier's material Subcontracts with any Cloud Service Provider; notwithstanding the foregoing, the Supplier shall at all times comply with paragraph 12 of Schedule 7 (Processing Data) of the Framework Agreement, as replaced by this Call-Off Contract.</p> <p><b>10)</b> A new Clause 36 shall be added as follows:</p> <p><b>36 Execution and Counterparts</b></p> <p>36.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>36.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p><b>11)</b> A new clause 37 shall be added as follows:</p> <p><b>37 Offshore Working</b></p> <p>The Supplier is not permitted to use Supplier Staff outside of the UK to provide the Services unless they are principally based in the UK but working in an EEA jurisdiction. Notwithstanding this or any other provision of this Call-Off Contract, the Supplier shall ensure at all times that the location of the</p>
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	<p>hosting of Buyer Data and the Supplier solution is situated within the UK.</p> <p><b>12) Schedule 7 - Processing Data (Framework Agreement)</b></p> <p>12.1) For the purposes of incorporating Schedule 7 of the Framework Agreement into this Call-Off Contract, paragraph 5(d) shall be deleted in its entirety and replaced with the following:</p> <p class="list-item-l1">(d) not transfer Personal Data outside of the UK (save within the EEA as provided under Clause 37 (Offshore Working) of this Call-Off Contract, subject to the terms of incorporated Framework Agreement clause 28, Framework Agreement incorporated Schedule 7 and Clause 12 of this Call-Off Contract), or cause the location of the hosting of Buyer Data or Supplier solution to be moved outside the UK, unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p class="list-item-l2">(i) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;</p> <p class="list-item-l2">(ii) the Data Subject has enforceable rights and effective legal remedies;</p> <p class="list-item-l2">(iii) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is trans-ferred (or, if it is not so bound, uses its best endeav-ours to assist the Controller in meeting its obligations); and</p> <p class="list-item-l2">(iv) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data.</p> <p>12.2) The reference to paragraph 16 in paragraph 28 of Schedule 7 of the Framework Agreement shall be deleted and replaced with a reference to paragraph 17.</p> <p>12.3) 18) An extra row shall be added at the end of the table at Annex 1 of Schedule 7 (GDPR Information) as follows:</p>
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	<table><tr><td><b>Jurisdiction of processing</b></td><td>UK (and within the EEA as provided under Clause 37 (Offshore Working) of this Call-Off Contract)</td></tr><tr><td colspan="2"></td></tr></table>	<b>Jurisdiction of processing</b>	UK (and within the EEA as provided under Clause 37 (Offshore Working) of this Call-Off Contract)			
<b>Jurisdiction of processing</b>	UK (and within the EEA as provided under Clause 37 (Offshore Working) of this Call-Off Contract)					
<b>Personal Data and Data Subjects</b>	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1</p> <p>Within the scope of the Call-Off Contract, paragraph 12 of incorporated Schedule 7 (Processing Data) of the Framework Agreement shall be deleted and replaced with the following:</p> <p>Before allowing any Sub-processor to Process any Personal Data related to the Framework Agreement or Call-Off Contract, the Processor must:</p> <p>(a) notify the Controller in writing of the intended Subprocessor and Processing;</p> <p>(b) obtain the written consent of the Controller (and the Parties acknowledge that such written consent is given by the Buyer in respect of the Cloud Service Providers in Clause 12.3 of the Call-Off Contract (as amended in the Order Form)); and</p> <p>(c) ensure that it has entered into a written agreement with the Subprocessor(s) which either: (a) gives effect to obligations set out in the Framework Agreement Schedule 7 such that they apply to the Subprocessor(s); or (b) (in respect of the Cloud Service Providers only) otherwise meets the requirements of Data Protection Legislation.</p>					
<b>Intellectual Property</b>	N/A					



<b>Social Value</b>	<p>Equal opportunity</p> <p>Since the inception of iProov, we have dedicated ourselves to being an equal opportunity employer. We have built an accessible workspace close to transportation to assist those who are disabled and created an environment that promotes accessible technology and facilities for those who are neurodiverse. As of 2024, we have committed to focusing on employees' wellbeing by providing mental health resources, growth and learning opportunities and implementing training to continue to build an inclusive culture. We pride ourselves in having a wide range of employment and training opportunities, providing current and future talent within industries with known skill shortages or high growth. This range starts with Computer Vision Research Engineers to Threat Intelligence Analysts to Software Engineers and Product Managers, giving variety to the diverse skills that we have. By doing this, we are actively tackling inequality in employment, skills and pay in the workforce, not only by providing the opportunities but the ability to grow and develop themselves. We have invested in a learning platform that gives all employees the opportunity to develop new skills and build expertise in areas that they excel in or in new areas, if this is what they choose to do. Alongside this, we have actively benchmarked all roles within the company to ensure pay fairness for all, regardless of gender.</p> <p>Wellbeing</p> <p>One of our main focuses for 2024 is surrounding work/life balance by changing our policies and benefit packages to focus on our employees' wellbeing. Our goal is to provide proper mental health support for all employees by giving them on demand care and resources to allow them to put their wellbeing first. We acknowledge that DEI is an area that we will continue to grow into, but we are proud of the impacts we have made and will continue to make.</p>
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1. Formation of contract

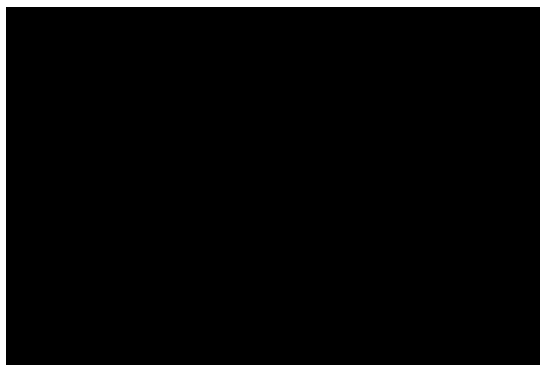
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement, notwithstanding which the Buyer acknowledges that it is obliged to satisfy its obligations under clauses 4, 6 and 9 of the Supplier Terms at <https://assets.digitalmarketplace.service.gov.uk/g-cloud-10/documents/704371/894681489563431-terms-and-conditions-2018-05-23-1142.pdf>.

## 2. Background to the agreement

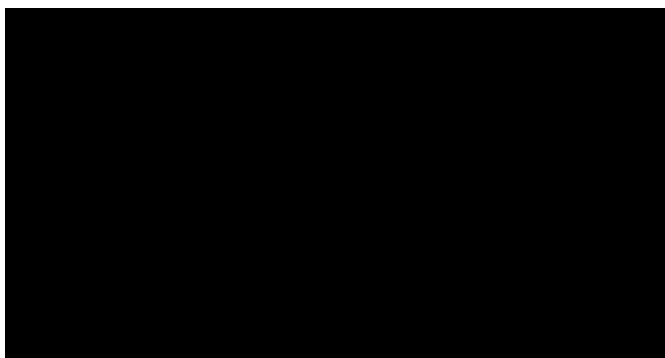
- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13 as amended by this Call-Off Contract.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

**For and on behalf of the Supplier:**



Date Signed: 2/5/2024

**For and on behalf of the Buyer:**



Date Signed: 16 May 2024

Schedule 1 - Services

See Service Description in the Order Form (G-Cloud services required).

Schedule 2 A - 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. Where there is any conflict or inconsistency between them, this Schedule 2 A prevails to the exclusion of Schedule 2 B below. The detailed Charges breakdown for the provision of Services during the Term will include:

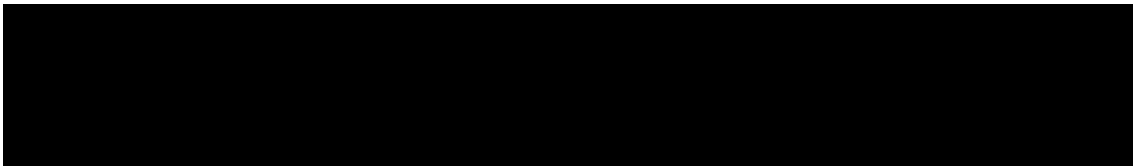
1. Service Setup

Not Applicable

2. Charges

2.1 Service Delivery charges

Service delivery pricing is determined by SLS and security level, and is provided as follows. Any single requirement will determine the package choice.



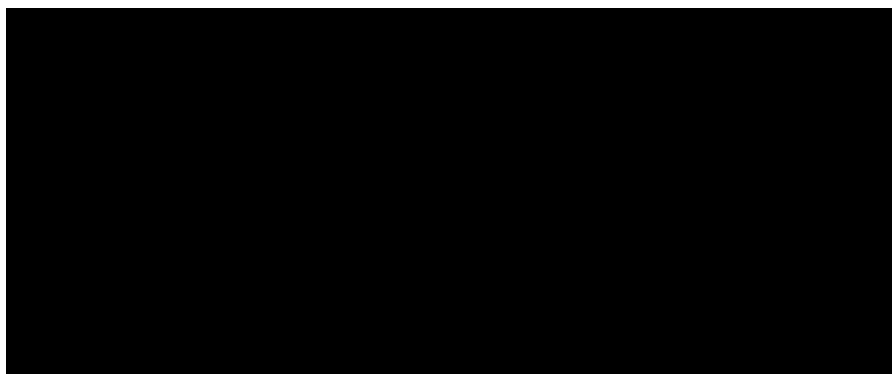
Peak throughput, measured in integer Transactions per Second (TPS) is a pricing option for both shared and dedicated instances. Extra dedicated 1 TPS instances may be agreed (e.g. for test or staging) at a price dependent on the throughput of the instance. A minimum of two calendar months notice of change is required to alter the Service Delivery package.

Service Delivery package and Service Delivery charges:

	Per Year
Gold Service Delivery Charges	

At the Gold Service Delivery package, as contracted under this Call-Off Contract, each dedicated instance is intended to operate at a rate of up to 1 TPS.

### Consumption Charges



Enroller consumption is priced per Transaction.

Transaction bundles may be purchased in advance. Any Transactions in excess of the number purchased in bundles will be billed at month-end as overage. Several bundles may be purchased and be active concurrently, and overage will only be charged once total Transactions volumes have exhausted all available bundle capacity.

Transaction bundles will be credited from the day on which payment is received. Transaction bundles expire 12 months from purchase.

The Buyer agrees to purchase from the Supplier a bundle of one million (1,000,000) Transactions each Year upon the Start Date and on or before each anniversary of the Start Date at the rate specified in the Bundles table above. The Supplier will issue an invoice for each such Transaction bundle purchase on or about the Start Date and each anniversary of the Start Date (or before such anniversary, if the bundle is purchased prior to it).

Notwithstanding clause 11.4.1 (Entire Agreement) of this Call-Off Contract, any of the special bundle of transactions purchased under the 12<sup>th</sup> Variation to the prior (2019) Call-Off Contract between the Parties (reference RM 1557.10) (the **Prior Contract**) that are unused upon the expiry of the term of the Prior Contract are included as Transactions under this Call-Off Contract at the Special Bundle Rate in that 12<sup>th</sup> Variation to the Prior Contract. For the avoidance of doubt, these Transactions are not included within the Transactions the Buyer agrees to purchase under the preceding paragraph of this Schedule.

In this Call-Off Contract, a “**Transaction**” is one discrete set of input data relating to an individual person used to (a) enrol or attempt to enrol that individual, or (b) verify or attempt to verify that individual against enrolled data, with the Supplier software using either an image or a video accessed through the Supplier software. Up to two verification attempts of the same individual person against the same enrolled user\_id during the same user session (made within one hour of the successful enrolment of that user\_id) will not be charged as an additional Transaction. Provided that (a) each individual enrolment or enrolment attempt by an individual person must be allocated a unique user\_id, and (b) any verification attempt that falls outside the description in the preceding sentence will constitute a Transaction.

Transaction pricing for overage is [REDACTED] per Transaction.

### TPS Charges

The Buyer agrees to the Committed Additional Throughput, and at the beginning of each Year to pay the Committed Additional Throughput charges, specified in the table below:

Year	TPS Included in Service Delivery charges	Committed Additional Throughput	TPS Total	Committed Additional Throughput charges Per Year
Year 1	1	3	4	[REDACTED]
Year 2	1	3	4	
Year 3	1	3 (months 1-3)	3 (months 1-3)	
		1 (months 9-12)	1 (months 9-12)	

## 2.2 Additional Services

Additional Services outside of the above items and including iProov custom development, training and professional services will be billed at [REDACTED] per person per 7.5 hour day, pro rated hourly for a part of the day, such services to be agreed between the Parties via a separate Variation appended to this Call-Off contract.

## 3. Billing Cycle

Statements and Invoices for overage are issued on the basis of the status at 23:59:59 UTC on the final day of each calendar month unless otherwise agreed.

## 4. Additional Throughput

Additional Throughput may be added by Variation for a period of between three months and the remainder of the Call-Off Contract Term at the following rates per-TPS:

	Cost per additional TPS per Month
Gold	

## Customer Benefits

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

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

## Part B: Terms and conditions

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

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

### 2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)



- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
  
- 25 (Publicity and branding)
  
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

### 3. Supply of services

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

### 4. Supplier staff

- 4.1 The Supplier Staff must:
  - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI

reference number from the summary outcome screen and promptly provide a copy to the Buyer.

- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

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

## 6. Business continuity and disaster recovery

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

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

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

Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer as specified in this clause.

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors (other than Cloud Service Providers) hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract

- 9.3 If agreed by way of Variation, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

## 10. Confidentiality

10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause

34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party

shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

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

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

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

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

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

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

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

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause

11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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



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

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

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

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

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

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

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-managementapproach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

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

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

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

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

#### 14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that is intended to assist the Buyer to comply with such of its obligations under the Technology Code of Practice, which is at, as the Parties agree to be appropriate:  
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

#### 15. Open source

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

#### 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security

Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.

16.4 Responsibility for costs will be at the:

16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with such of the government's '10 Steps to Cyber Security' guidance as the Parties agree to be appropriate:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the

Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

## 19. Consequences of suspension, ending and expiry

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

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

## 20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
  - Deemed time of delivery: 9am on the first Working Day after sending
  - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services



from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

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

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

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

## 22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier and the Buyer must agree in writing the arrangements for either providing in an agreed format or deletion (subject to the applicable Retention Period specified in Schedule 7) before, upon or following the Expiry Date or End Date of any:

22.1.1 then-current Buyer Data, Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other related information reasonably requested by the Buyer

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

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

## 23. Force majeure

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

## 24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-

Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

## 25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

## 26. Equipment

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

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

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

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

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

## 28. Environmental requirements

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

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

## 29. The Employment Regulations (TUPE)

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

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

29.2.11 outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.5.1 its failure to comply with the provisions of this clause

29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

### 31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

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

## 32. Variation process

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

## 33. Data Protection Legislation (GDPR)

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

## Schedule 1: Services

[See](#) Service Description in the Order Form (G-Cloud services required).

The Supplier acknowledges its role under paragraph 2.2.1 of the Embedded Functional Identity Check and Validity embedded below, subject to the provisions relating to Service Levels and Service Level Targets in the Order Form:



Functional Identity  
Check and Validity



## Schedule 2 B: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the

Supplier’s Platform pricing document) can’t be amended during the term of the Call-Off Contract. Where there is any conflict or inconsistency between them, Schedule 2 A above prevails to the exclusion of this Schedule 2 B. The detailed Charges breakdown for the provision of Services during the Term will include:

Call Off Period	Total minimum charges for initial period of three Years	Total minimum additional charges for additional period of one Year
Start Up Costs		
Service Delivery charges (Gold)		
Hosting Costs		
TPS Costs		
Cost per additional TPS per Month		
Transactions		
As You Go Cost (per 1m Transactions)		
Cost per 0.5M bundle		
Cost per 1M bundle		

Consulting Costs (per person per 7.5 hour day for consultancy for work to be agreed between the parties)	[REDACTED]
Development Costs (per person per 7.5 hour day for development for work to be agreed between the parties)	[REDACTED]

Annual service costs will be chargeable on the commencement of each Year.  
Bundle purchases will be chargeable upon signature of an agreed work package.

Bundles are activated via a written request from authorised personnel of the buyer.  
The Supplier will confirm receipt and acceptance of the request and may then.

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.

<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"><li>• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li><li>• created by the Party independently of this Call-Off Contract, or</li></ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

<b>Call-Off Contract</b>	<p>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.</p>
<b>Charges</b>	<p>The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.</p>
<b>Collaboration Agreement</b>	<p>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.</p>
<b>Commercially Sensitive Information</b>	<p>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.</p>

<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"><li>• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li><li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li></ul>
<b>Control</b>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
<b>Controller</b>	<p>Takes the meaning given in the UK GDPR.</p>
<b>Crown</b>	<p>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.</p>
<b>Data Loss Event</b>	<p>Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.</p>

<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .



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

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

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

<b>Fraud</b>	<p>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</p>
	<p>defrauding or attempting to defraud or conspiring to defraud the Crown.</p>
<b>Freedom of Information Act or FoIA</b>	<p>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.</p>
<b>G-Cloud Services</b>	<p>The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.</p>
<b>UK GDPR</b>	<p>The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).</p>
<b>Good Industry Practice</b>	<p>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.</p>

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

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

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

<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.

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

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



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

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

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

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

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

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

<b>Supplier staff</b>	All persons employed by the Supplier, together with the Supplier's servants, agents, suppliers and subcontractors, used in the performance of its obligations under this Call-Off Contract.
<b>Supplier Terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year, the first of which commences on the Start Date.

## Schedule 7: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

### Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED] - [nhsdigital.dpo@nhs.net](mailto:nhsdigital.dpo@nhs.net)
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED] - [REDACTED] – dpo@iproov.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below</p>



Duration of the Processing	See <b>Retention Periods</b> (being the relevant retention periods as described in the Processing Activities Table below this table)
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Call Off Contract including the provision of the Services (including the below), and as described in the Processing Activities Table below this table.</p> <ul style="list-style-type: none"><li>- Fraud and incorrect applications: the collection of information for the purposes of identification of suspicious activity for investigation.</li><li>- General Process improvement to improve the various processes and procedures and systems.</li><li>- Research into efficiency of algorithm and system processes for the purpose of improvement.</li><li>- Identifying or keeping under review the existence or absence of equality of treatment between groups of people of different racial or ethnic origins.</li></ul>
Type of Personal Data	As described in the Processing Activities Table below this table.

Categories of Data Subject	
	As described in the Processing Activities Table below this table.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under applicable law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Call Off Contract unless (a) longer retention is required by Law or (b) shorter retention is required under the terms of this Call-Off Contract (including as regards Personal Data of end users of the Services, which shall be deleted at the end of the Retention Period, whether before or after the expiry or earlier termination of the Call-Off Contract])

Processing Activities Table

Subprocessors

Subprocessor	Location of Processing	Personal Data Processed	Processing Activities
[REDACTED]	[REDACTED]	As described in the Processing Activities Table above	[INSERT] within the Subprocessor's [REDACTED]
[REDACTED]	[REDACTED]	As described in the Processing Activities Table above	[INSERT] within the Subprocessor's [REDACTED]
[REDACTED]	[REDACTED]	As described in the Processing Activities Table above	[INSERT] within the Subprocessor's [REDACTED]

Annex 2 – Volume Assumptions:



Annex 2 Volume Assumptions