

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

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| **Platform service ID number** | 402922805781511 |
| **Call-Off Contract reference** | CCIT23A28 |
| **Call-Off Contract title** | Provision of Cabinet Office Digital Support |
| **Call-Off Contract description** | The CO Digital portfolio is cross-cutting and comprises multiple projects, programmes and services. The appointment of a service provider is required to ensure that CO Digital is able to continue providing and improving services, which it offers to the CO, in FY 2023/24. |
| **Start date** | 3 April 2023 |
| **Expiry date** | 2 April 2024 |
| **Call-Off Contract value** | Year 1: £3,585,737.13 (Excluding VAT)  Extension Option 1 - £1,792,868.57 (Excluding VAT) 3 April 2024 to 30 Sept 2024  Buyer will require further budgetary approval before initiating any extensions options.  Extension Option 2 - £1,792,868.57 (Excluding VAT) 1 Oct 2024 to 30 April 2025  Buyer will require further budgetary approval before initiating any extensions options. |
| **Charging method** | Electronic Invoice |
| **Purchase order number** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

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.

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| **From the Buyer** | **Cabinet Office**  **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **To the Supplier** | **Issured Ltd**  **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **Together the ‘Parties’** | |

Principal contact details

##### For the Buyer:

**REDACTED TEXT under FOIA Section 40 Personal Interests.**

##### For the Supplier:

**REDACTED TEXT under FOIA Section 40 Personal Interests.**

## Call-Off Contract term

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| **Start date** | This Call-Off Contract Starts on **3 April 2023** and is valid for **one (1) period of twelve (12) months.** |
| **Ending (termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1). |
| **Extension period** | This Call-Off Contract can be extended by the Buyer for **two (2)** periods of up to 6 months, by giving the Supplier **Four (4) weeks** written notice before its expiry.  Extension Period 1 - £1,792,868.57 (excluding VAT) For 6 months: From 3 April 2024 to 30 Sept 2024  Buyer will require further budgetary approval before initiating any extensions options.  Extension Period 2 - £1,792,868.57 (excluding VAT) For 6 months: From 1 Oct 2024 to 30 April 2025  Buyer will require further budgetary approval before initiating any extensions options.  The extension period is subject to clauses 1.3 and 1.4 in Part B below.  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.  If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:  https://[www.gov.uk/service-manual/agile-delivery/spend-controls-](http://www.gov.uk/service-manual/agile-delivery/spend-controls-) check-if-you-need-approval-to-spend-money-on-a-service |

## 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.

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| **G-Cloud Lot** | This Call-Off Contract is for the provision of Services Under:   * Lot 3: Cloud support |
| **G-Cloud Services required** | The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined in Schedule 1: Services   * Set Up and Migration |
| **Additional Services** | N/A |
| **Location** | The Services will be delivered to The Services will be delivered to various Cabinet Office locations throughout London as appropriate |
| **Quality Standards** | The quality standards required for this Call-Off Contract are:  All service delivery activity undertaken by the supplier must be compliant with the three key government standards governing digital services;  Technology Code of Practice, Minimum Cyber Security Standard and Government Service Standard  All service delivery activity undertaken by the supplier must be compliant with relevant legislation governing digital services including the  Public Sector Bodies (Websites & Mobile Applications) Accessibility Regulations 2018,  the Privacy & Electronic Communications (EC Directive) Regulations 2003, General Data Protection Regulation and the Data Protection Act 2018 and others as required.  All service delivery activity undertaken by the supplier must be compliant with the Web Content Accessibility Guidelines (2.1) and achieve level AA or above.  The supplier must hold Cyber Essentials or Cyber Essentials Plus.  All supplier personnel with access to production environments or production data must hold, prior to accessing those production environments, Security Clearance (SC) or above. This also applies to any supplier subcontractors.  For the avoidance of doubt all of these SC cleared people need to be identified to the Cabinet Office prior to access of the production environment to allow verification of current approved SC clearance |

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| **Technical Standards:** | The technical standards used as a requirement for this Call-Off Contract are:  All service delivery activity undertaken by the supplier must be compliant with the three key government standards governing digital services;  Technology Code of Practice, Minimum Cyber Security Standard and Government Service Standard.  All service delivery activity undertaken by the supplier must be compliant with relevant legislation governing digital services including the:  Public Sector Bodies (Websites & Mobile Applications)  Accessibility Regulations 2018, the Privacy & Electronic Communications (EC Directive) Regulations 2003, General Data Protection Regulation and the Data Protection Act 2018 and others as required.  All service delivery activity undertaken by the supplier must be compliant with the Web Content Accessibility Guidelines (2.1) and achieve level AA or above.  The supplier must hold Cyber Essentials or Cyber Essentials Plus.  All supplier personnel with access to production environments or production data must hold, prior to accessing those production environments, Security Clearance (SC) or above This also applies to any supplier subcontractors.  For the avoidance of doubt all of these SC cleared people need to be identified to the Cabinet Office prior to access of the production environment to allow verification of current approved SC clearance |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are:  The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis. |
| **Onboarding** | The onboarding plan for this Call-Off Contract is:   * The Supplier will provide the Services within the time frames agreed in the Statement or Works to the agreed standards and service levels. |

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|  | * Services will be formally accepted using the specified acceptance criteria in the agreed Statement of Works (SoW) when completed to the satisfaction of the Buyer. |

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| **Offboarding** | The offboarding plan for this Call-Off Contract is   * The supplier will work with the Buyer throughout the engagement to ensure the transfer of knowledge and relevant skills to the Cabinet Office Digital Delivery team. |
| **Collaboration agreement** | N/A |
| **Limit on Parties’ liability** | Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1 million per year.  The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125**%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).  The annual total liability of the Supplier for all other Defaults will  not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). |

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| **Insurance** | The Supplier insurance(s) required will be:   * A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract * Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) * Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law |
| **Buyer’s responsibilities** | The Buyer is responsible for the dependencies in the Statement of Works |
| **Buyer’s equipment** | The Buyer’s equipment to be used with this Call-Off Contract includes end user compute devices, specifically a Mac or PC laptop, where it is strictly necessary to access the Supplier’s corporate network, services and software. Usage of the Buyer’s equipment is subject to adherence with  relevant corporate acceptable usage and other security policies |

## Supplier’s information

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| **Subcontractors or partners** | N/A |

## 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.

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| **Payment method** | The payment method for this Call-Off Contract is BACS transfer. |
| **Payment profile** | The payment profile for this Call-Off Contract is as per the milestone payments set out in the Statement of Works (SoW) |
| **Invoice details** | The Supplier will issue electronic invoices in arrears as aligned with the milestone payments set out in the Statement of Works (SoW).  The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |

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| **Who and where to send invoices to** | Invoices will be sent to [**apinvoices-cab-u@gov.sscl.com**](mailto:apinvoices-cab-u@gov.sscl.com) |
| **Invoice information required** | All invoices must include:   * A Purchase Order Number (to be provided by Cabinet Office Digital) * Itemisation of the work delivered, together with the associated cost. |
| **Invoice frequency** | Invoices will be sent to the Buyer aligned with the Milestone Payment dates and Acceptance Criteria Dates in the Statement of Works (SoW). |
| **Call-Off Contract value** | The total value of this Call-Off Contract is £3,585,737.13 (excluding VAT)  Costs in Year 1 of the contract and the optional extension periods must not exceed the agreed charges as set out in the Call-Off Contract Charges section of this contract without prior written agreement from the authority by way of a signed contract change note. |
| **Call-Off Contract charges** | The breakdown of the Charges is:  Year 1: £3,585,737.13 (Excluding VAT)  Extension Option 1 - £1,792,868.57 (Excluding VAT) 3 April 2024 to 30 Sept 2024  Buyer will require further budgetary approval before initiating any extensions options.  Extension Option 2 - £1,792,868.57 (Excluding VAT) 1 Nov 2024 to 30 April 2025  Buyer will require further budgetary approval before initiating any extensions options.  The breakdown of the charges in Year 1 is as follows:  **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

The breakdown of the charges for the optional extension periods is as follows:

**REDACTED TEXT under FOIA Section 43 Commercial Interests.**

**Performance of the Service:** This Call-Off Contract will include the following activities, plans and deliverables:

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| **Machinery of Government Delivery** | |
| **Description** | Cabinet Office (CO) are responsible for delivery of high priority urgent Machinery of Government (MoG) and data changes where CO is moving people, data and technology to other government departments following ministerial decisions and changes. MoGs are highly reactive and can occur without prior warning, and require working at-pace and in ambiguous environments and across Government with other Government departments in order to achieve. |
| **Activities** | The supplier will supplement the Enterprise Services team with resources to enable delivery of MoG and data projects during 23/24 FY.  During this phase, supplier resources will collaborate with the internal teams to successfully deliver end to end projects for MoG’s and data including the following:   * Manage senior management expectations of the MoG/data project pipe- line * Plan and maintain the MoG Programme Board including actions and board documentation * Deliver MoG/data projects within agreed timelines * Create and iterate on processes, templates and plans that can be reused for any given MoG project * Work collaboratively with existing internal teams in making key decisions and sharing knowledge and processes. * Collaborating with the existing Delivery team to ensure MoGs are planned and tracked as part of the overall Delivery roadmap. * Ensure continuous MoG knowledge transfer pathways are created with existing delivery teams for service continuity * Flexibility to use the resources to cover other related delivery subject to capacity and skill sets. * Onsite attendance 2 days a week in 100 Parliament St office, 3 days offsite. |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  As a result of this work package, the supplier will produce the following deliverables from April 23 to March 24:   * Delivery of Suitable Staff * Issued resources must have the expertise required to deliver their responsi- bility areas. * Programme management of the overall MoG/data process * Accountable for ensuring scope of the MoG requirements are well articulated, understood and agreed between all parties |

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|  | * Establish and document the MoG process by helping all teams understand the process and ensuring its followed * Ensure that policies, processes and procedures across the internal teams, as well as the business units, align with programme standards and issues are escalated to the board where appropriate to unblock. * Continue to establish and mature the programme board with (and not limited to); TOR, RACI, RAID management, MoG pipeline roadmap and readiness to initiate, change control and programme reporting. * A MSP programme approach, setting the right governance levels that will provide visibility and transparency of the MoG policy process and procedure for all stakeholders. * Stakeholder management with all internal and external parties involved - Ef- fective communication across departments on the why, what, when and how of MoG transfers. * Demand and capacity management - a roadmap of the pipeline of MoGs planned and anticipated to enable effective communications and to manage stakeholder expectations and requirements. * Resource plan for all staff showing allocated work, utilisation and timelines. * Define and deliver improved MOGs capabilities working in conjunction with the Cabinet Office team. * Early identification and reporting of key risks and dependencies. * Delivery management and business analysis of multiple complex MoG/data projects in parallel   + Project manage the start to end of a MoG or data transfer including dis- covery and planning with internal and external IT teams and stakeholders ensuring technical dependencies are aligned with incoming departments Delivery of the data transfer between departments and project comple- tion documentation.     - Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines.     - Continuous transfer of knowledge using documentation to and ena- ble existing teams to upskill the existing internal teams on the MoG/data     - Design and delivery of any newly identified business processes   Technical expertise to administer and manage cloud and SaaS products including Google Workspace domain and third party tools for data projects.   * Using Cloud M and equivalent migration tools to successfully migrate data and apply best practice principles to make efficient use of the tools. This includes sharing expertise and knowledge with existing team members to support best practices. * Migrating data (including emails) and services from CO Official plat- form to the outgoing/incoming department environment. Analysing logs and debugging errors with data ingestion and extractions from/to Google/MS365 * Administration of Google workspace and SaaS tools to be able to run the Google admin console to administer the product effectively. * Google APIs usage. Understanding Google API authentications and security best practices. Working knowledge of Google workspace APIs, limitations and authorisations * Research and test the latest online migration tools that reduce man- ual work and provide more efficiency in expanding the data outputs. |

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|  | * Liaising with Information Assurance leads for assessment of new or existing applications. |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issured to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical work- shops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. * Provide access to relevant documentation and information of all systems and applications required to facilitate delivery, data transfer and analysis.:   + Google Drives   + Cloud Applications   + Servers   + Scripting   + Project planning applications, e.g.smartsheets, trello   + Process Mapping tools, e.g. Lucid, Visio   + *NB: The above is not an exhaustive list* * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | * Any necessary approvals are in place at corporate level to initiate MoG com- mencement * Necessary budgets are in place * All supplier resources will have adequate access to carry out their functions where required |
| **Constraints** | N / A |
| **Dependencies** | * Availability of key Cabinet Office staff to support discovery activity in a timely fashion to support the delivery of stated milestones * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issured to provide expert resources that align with the role requirements. |
| **Out of Scope** | Use of Issured resources for activities outside their specialist area of expertise. |
| **Acceptance Criteria** | * Alignment and adherence to the Civil Service Code of practice   The following will be reviewed and signed off by the MoG Programme Board   * MoG Delivery Roadmap and Prioritisation * MoG Best Practise * Clear Scoping and requirements documentation * Reporting - highlight report and status updates * Reduced escalations by managing stakeholder expectations   Joint sign off of Core Delivery management artefacts by relevant programme/project board members:   * Alignment and adherence to CO principles and values |

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|  | * Project Plans * RAID Log- for each project as well as programme level * RACI - for each project as well as programme level * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Closure Reports * Process documentation * Technical documentation * Continuous Knowledge Transfer of any changed/new processes * 1 week notice period of any changes in resources |
| **Delivery Date** | 31 March 2024 |

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| **End User Compute Replacement Delivery** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require End User Compute Technical Engineers to support the delivery of technical projects throughout 23/24 |
| **Activities** | The supplier will provide **Technical Engineers** to assist deliver a number of projects for 2023/2024 which will include   * Estates related projects   + The set-up of a regional site in June 2023 which could include infra- structure setup once requirements are finalised   + Decommission of sites where CO Estates/GPA exercise lease breaks   + Reconnect/reinstall equipment at CO buildings following moves/relo- cations   + Internal moves as part of the A Better Cabinet Office refurbishment programme across the Estate   + Disposing of assets securely as part of any decommissioning works * Technology related projects which will include the management and delivery of:   + Laptop refresh - replacing laptops that are End of Life; targeting 31 March 2023 as the cut off dates for these devices c. 1600   + Mobile phones - replacing mobile phones that are End of Life c. 3800   + Tablet device - replace tablets that are End of Life; c106   + Decommissioning printers and installing new as part of the existing and new printer contract   + Installing audio visual conferencing equipment at new site set ups   + Decommissioning of desk phones including the ceasing of extension numbers as part of the handset removal project   + Responsible for documenting asset information of returned out of support mobiles and laptops, ensuring data has been wiped and ITSM tool has been updated with devices status   + Conducting surveys at various department locations to assist with any discovery and implementation work for the projects |

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|  | o Refreshing all monitors across the estate that will provide USBC ca- pability. c.3900 and will include decommissioning and tracking as- sets that can be recycled or reused. Capturing data on reuse moni- tors to provide to disposal suppliers for monetary gain.  Due to the work described above resources will need to be on site 5 days a week based in Westminster and will be available to travel to regional sites  The requirement for the Server Ops to assist with a number of projects for the next 12 months will include   * Windows 2012 and 2008 Upgrade project   + Assist with upgrading of 2012 and 2008 windows servers to 2019 * Sophos clean-up project   + Analyst of current Sophos cloud product, looking into current malfunctioning and devices diverging from policy   + Write up processes for level 2 support to enable repair of devices   + Write up processes to clear retired devices from the console   + Configure automation to automatically raise tickets to level 2 sup- port when a device has malfunctioning endpoint client via API into the IT support management tool and email alerting   + Create dashboards to track device status in Sophos * Asset decommission and power protection   + Perform analyst of the power usage on the current power usage of network and infrastructure equipment and ensure that ade- quate UPS protection is available for short (under 5 minute) power outages   + Setup current and additional UPS devices and ensure they are hardened, monitored and send appropriate alerts   + Decommissioning of network, server and storage equipment, en- suring data is securely removed and assets removed from asset database   + Tracking of decommissioned storage assets and ensuring ap- propriate data destruction certificates are received |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  Deliverables are:   * Have extensive experience with the following applications to successfully build and deploy devices according to CO processes; Airwatch, WS1, PowerShell, Duo, SSCM, Jamf, Sohpos and AD |

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|  | * Have strong stakeholder management and communication skills to com- municate effectively with senior VIP leaders including ministers, PN us- ers as well as internal CO users applying technical knowledge to resolve issues raised and manage expectations. Responsible for replacing de- vices for VIP users which include ministers and senior civil servants * Have technical experience in building mobiles (iPhones/Androids) and laptops (Windows/MacBook/iPads) and the ability to quality assure all assets being deployed to users.   + Replacement of circa 1700 end of life Samsung A40’s plus circa 2100 iPhone 8’s, providing one to one technical guidance and technical expertise to the users to complete self-enrolment onto the new smartphones   + Deploying MacBooks to users with out-of-support laptops . Re- sponsible for organising and retrieving old laptops from us- ers. The support will be strictly limited user support to ensure the devices built and deployed are operable.   + Deployment windows to users with out-of-support laptops .   + Responsible for organising and retrieving old laptops from us- ers. The support will be strictly limited user support to ensure the devices built and deployed are operable. * Be able to balance technical, physical personnel and procedural controls to address business and information risks in the most effective way * Have experience in using ITSM framework for asset management and be familiar with using courier processes to transport and retrieve devices. * Have excellent problem solving and analytical skills to solve complex technical issues * Have experience with using analytical tools such as Google workspace applications to analyse and manipulate data * Be familiar with CO asset management and security processes to comply with regulations. * Government experience in a technical environment is preferable but not essential * Responsible to manage relevant mailboxes for all the projects requiring technical engineers in a timely manner (EUC Refresh and deskphone removal mailboxes) * Identifying applications and ensuring they are migrated onto the new lap- tops/smartphones * Have experience managing office moves either to support internal moves or relocations office to office including site surveys |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable supplier to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the requirements, review and approve documents and participate in technical workshops where required. * Provide access to relevant buildings where the work is due to be carried out in relation to the Estates relocation moves * Provide access to relevant documentation and information of all systems, applications and tools required to facilitate delivery and analysis.:   + Google Drives   + Mobile Device Management (WS1; JamF; SCCM; AD) |

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|  | * Physical tools to carry out the works (screwdriver, network test- ers etc) * Project planning applications, e.g.smartsheets, trello * Process Mapping tools, e.g. Lucid, Visio * *NB: The above is not an exhaustive list* * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | Funding and budget approval for the work listed in the deliverables section |
| **Constraints** | N / A |
| **Dependencies** | * Availability of key CO staff to support activity in a timely * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Supplier to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Daily update of devices updated which will feed into weekly reporting to seniors * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **Security Product Specialist** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require End User Compute Technical Engineers to support the delivery of technical projects throughout 23/24 |
| **Activities** | The supplier will provide **Technical Engineers** to manage and automate the processes for security products on the estate in 2023/2024 which will include   * Sophos Cloud Management   + Analyse current Sophos and investigate devices with malfunctioning end point products   + Liaise with EUC team and gather metrics of devices active in the MDM solutions and compare with Sophos estate     - correlate and ensure each device reported in MDM solutions has Sophos MTR protection     - correlate date and ensure that each device in Sophos is managed by an MDM solution in user device or AWS system manager if server   + Resolve malfunctioning and unmanaged devices   + Design processes to manage the Sophos solution   + Use automation to ensure any future issues are automatically logged into the ITSM tool.   + Ensure relevant date is sent into the Splunk SIEM system   + Generate Dashboards and reports from Splunk |

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|  | * HBC   + Work with NCSC to enable a trial of HBC on macOS devices   + Analyse current HBC reporting on Windows estate and macOS es- tate (after trial)   + Design processes to resolve issues reported by HBC tooling   + Ensure reporting where possible is sent into the Splunk SIEM system   + Generate Dashboards and reports from Splunk   Due to the work described above resources may need to be on site 2 days a week based in Westminster and will be available to travel to regional sites |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  Deliverables are:   * Defined processes to manage incidents with security products including malware detections, malfunctioning products, unmanaged devices, se- curity recommendations * Automation enable to ensure appropriate tickets are automatically raised in ITSM tool * Creation of dashboards in SIEM tool (Splunk) * Alerting to correct groups when incidents or malfunctions occur. * Have extensive experience with the following applications to successfully manage devices according to CO processes; Airwatch, WS1, Pow- erShell, Duo, SSCM, Jamf, Sohpos and AD * Have strong stakeholder management and communication skills to com- municate effectively with senior VIP leaders including ministers, PN us- ers as well as internal CO users applying technical knowledge to resolve issues raised and manage expectations. Responsible for replacing de- vices for VIP users which include ministers and senior civil servants * Be able to balance technical, physical personnel and procedural controls to address business and information risks in the most effective way * Have experience in using ITSM framework for incident management. * Have excellent problem solving and analytical skills to solve complex technical issues * Have experience with using analytical tools such as Google workspace applications to analyse and manipulate data * Be familiar with CO asset management and security processes to comply with regulations. * Government experience in a technical environment is preferable but not essential |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable supplier to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the requirements, review and approve documents and participate in technical workshops where required. |

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|  | * Provide access to relevant documentation and information of all systems, applications and tools required to facilitate delivery and analysis.:   + Mobile Device Management (WS1; JamF; SCCM; AD)   + Security tools (Sophos, HBC etc)   + Physical tools to carry out the works ( screwdriver, network test- ers etc)   + Project planning applications, e.g.smartsheets, trello   + Process Mapping tools, e.g. Lucid, Visio   + *NB: The above is not an exhaustive list* * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | Funding and budget approval for the work listed in the deliverables section |
| **Constraints** | N / A |
| **Dependencies** | * Availability of key CO staff to support activity in a timely * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Supplier to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Daily update of devices updated which will feed into weekly reporting to seniors * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **M365 - backfilling team to deliver BAU tasks** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require Google & Application Specialists to support the delivery of projects throughout 23/24 and BAU support for the cabinet office domain.  The roles are not limited to just the below, the requirements may change as the programmes of work evolve. Flexibility in the required role types should be applied when needed within the SFIA framework published with a minimum of 4 weeks advance notice. |
| **Activities** | **Google**   * Maintain regular contact with users and the CO core team to understand their needs and challenges and ensure continuous improvement of prod- ucts and services. * Act as the 3rd line escalation point for the service desk to troubleshoot and resolve incidents, service requests and problems for all CO based |

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|  | applications, including VIP support, vendor escalation management and particular needs requests   * Ensure the integrity of the departments’ Google infrastructure both at domain and user level. * Develop an effective partnership and act as an ambassador for Google Workspace, challenging the department and users where appropriate. * Support business change activities, focussing on technology impacts. * Keeping up to date with changes to Google Workspace and other prod- ucts * Act as Subject Matter Expert for escalation of Google related problems and changes from the service desk and business partners. * Promote the service desk as the go to function for technology and digital related change, or problem rectification, ensuring they are engaged early and solutions are determined with input from them. * Work with the Digital Records Management team in managing the AO- Docs document library. * Work with the Project Delivery team in the migration of data and email into and out of the Google Workspace. * Work with the Security and Freedom of Information to provide relevant support * Onsite attendance 2 days a week in 100 Parliament St office, 3 days offsite. * Creating documentation for new and existing applications, processes, training materials and service desk knowledge base   **Applications**   * The main duty of the supplier will be assisting with the administration of M365 and Azure Platforms (including Azure AD):   + Account Creations, RBAC, troubleshooting problems, Raising Support Requests.   + Management of JML accounts, administration of multiple direc- tories & subscriptions to improve the Cabinet Office platforms.   + Administration of MS Teams - ensuring cross-government col- laboration is a high priority.   + Administration of Power BI & Project Online   + Assessment and Implementation of any new MS modules that are required by the business.   + Creation of PowerShell scripts to improve any manual tasks within the M365 environment   + Improving the M365 & Azure platforms - Security, Compliance etc. * Be a subject matter expert for the CO suite of existing cloud applications across a mixed operating system estate (Apple, AWS, Microsoft and Google platforms) * Conduct application scoping and requirements gathering for any changes to the O365 & Azure platforms from an IT perspective to allow for effective and efficient working. Working with our project delivery team, service desk, security and other stakeholders to ensure the smooth rollout of new applications, changes and system upgrades |

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|  | * Act as the 3rd line escalation point for the service desk to troubleshoot and resolve incidents, service requests and problems for all CO based applications, including VIP support, vendor escalation management and particular needs requests * Work closely with the CO Cyber and Information Assurance teams, stakeholders and vendors, evaluating existing and new applications to ensure they meet our security and data handling policies and require- ments * Work closely with the end user computing team to roll out new applica- tions, upgrades, permission reviews, version control and application packaging * Creating documentation for new and existing applications, processes, training materials and service desk knowledge base * Onsite attendance 2 days a week, 3 days offsite. |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  As a result of this work package, the supplier will produce the following deliverables from April 2023 to March 2024:  **General**   * Documentation for all workloads as required by the CO Team. * End to End management of any tickets assigned on the CO service management tool. * Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines. * Continuous transfer of knowledge using documentation, show and tells and other channels to and enable existing teams to upskill the existing internal teams. * Design and delivery of any newly identified business processes * Design and deliver improvements to the delivery capability. * Effort estimations and forecasting for all deliverables and reporting on actual delivery times.   **Google**   * Issued resources must have the specialist areas of expertise re- quired to deliver their responsibility areas. |

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|  | **Applications**   * Issued resources must have the specialist areas of expertise re- quired to deliver their responsibility areas. |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issued to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical workshops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. * Provide access to relevant documentation and information of all systems and applications required to facilitate BAU and project delivery.:   + Google Drives   + Cloud Applications   + Servers   + Software / Applications   + Relevant Software/Admin Portals   + Provide relevant hardware   + *NB: The above is not an exhaustive list* |
| **Assumptions** | * The Falcon programme continues to receive funding and approvals |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule.   * Availability of key CO staff to support BAU activity in a timely * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issued to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | The following will be reviewed and signed off by the Cabinet Office team   * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Prioritisation of workflow * Cabinet office Digital Best Practises * Clear Scoping and requirements documentation * Reporting - highlight report and performance updates * Reduced escalations by managing stakeholder expectations * Project support and involvement * Managing and maintaining ticket load * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Process documentation * Technical documentation |

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|  | * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **EUC Specialist - backfilling team to deliver BAU tasks** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require Google Specialists & Application Specialists to support the delivery of projects throughout 23/24 and BAU support for the cabinet office domain |
| **Activities** | * Provide technical expertise on the Windows estate (client and some server) working with the other EUC Engineers and engineers from other teams as required. This will primarily involve providing technical skills to design and deliver solutions for Windows end user devices and their management through mobile device managements tools such as Microsoft System Centre Configuration Manager (SCCM) and Windows Software Update Server (WSUS). * Provide technical expertise on the management of the Microsoft Windows Estate * Provide technical expertise on the Apple estate (client) working with the other Apple Engineers and in other areas as required. This will primarily involve providing technical skills to design and deliver solutions for Apple macOS end user devices and their management and integration into the WLAN and network services * Provide technical expertise on the management of the Apple macOS end user device estate with the mobile device management tool JAMF   Creation of design and build documents for End User Devices - Windows and macOS as part of design work   * Use extensive scripting knowledge to enhance the management and deploy- ment to the Windows and macOS estate utilising API endpoints where pos- sible to drive automation * Work alongside the Apple & Windows engineers, provide day to day man- agement of the Apple macOS and Windows environment ensuring the server environment and dependent services are optimised. This will include the im- plementation of new services as and when required by Cabinet Office * Provide second/third line support for the large macOS and Windows client estate; * Problem solving; * Onsite attendance 2 days a week, 3 days offsite. |
| **Deliverables** | As a result of this work package, the supplier will produce the following deliverables from April 23 to March 24:  **General**   * Documentation for all workloads as required by the CO Team. * End to End management of any tickets assigned on the CO service management tool. * Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines. |

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|  | * Continuous transfer of knowledge using documentation, show and tells and other channels to and enable existing teams to upskill the existing internal teams. * Design and delivery of any newly identified business processes * Design and deliver improvements to the delivery capability. * Effort estimations and forecasting for all deliverables and reporting on actual delivery times.   **EUC Specific**   * According to the skills of the candidate, to also provide support for other elements of our network environment as cover for the team members with primary responsibility; this will be dependent on the current skills of the candidate; * As part of the team, maintain and enhance the network, by providing expertise and creating opportunities for others to share and practise your knowledge * Integrate and improve on existing processing systems * Creation of user guides for device builds * Work plans for the activities above |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issued to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical workshops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. * Provide access to relevant documentation and information of all systems and applications required to facilitate BAU and project delivery.:   + Google Drives   + Cloud Applications   + Servers   + Software / Applications   + Relevant Software/Admin Portals   + Provide relevant hardware   + *NB: The above is not an exhaustive list* |
| **Assumptions** | * The Falcon programme continues to receive funding and approvals |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule.   * Availability of key CO staff to support BAU activity in a timely * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issued to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |

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| **Acceptance Criteria** | The following will be reviewed and signed off by the Cabinet Office team   * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Prioritisation of workflow * Cabinet office Digital Best Practises * Clear Scoping and requirements documentation * Reporting - highlight report and performance updates * Reduced escalations by managing stakeholder expectations * Project support and involvement * Managing and maintaining ticket load * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Process documentation * Technical documentation * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **Falcon Programme Delivery support** | |
| **Description** | Programme Assurance, PMO functionality and Management will be provided through the delivery of programme artefacts, governance boards and assurance reviews. |
| **Activities** | During this phase, Issured will gather all required information from Cabinet Office Digital (or delegated responsible third parties including the programme Technology Delivery Partner and the Migration Delivery Partner) for the successful implementation of the Falcon Transformation Programme PMO, including the following activities:   * To set up a maintain a functioning Falcon Programme Management Of- fice (PMO) * To set up, plan and deliver all Falcon Programme IPA Gateway and other external reviews * To author and deliver the Falcon Programme Full Business Case * Deliver a plan for the programme FBC approvals pathway including COAB and HMT Approvals * Support Programme governance and assurance activities. * Capture internal Lessons Learnt summary. * Act as interim Programme Manager in the absence of the full time Pro- gramme Manager |
| **Deliverables** | As a result of this work package, Issured will produce the following deliverables:   * PMO Operating Model * PMO Handbook (including Terms of Reference for Boards detailed be- low) * Programme Resource Management Plan * Monthly Programme Board management dashboard * Deliver Fortnightly Change Approvals Board management dashboard * Deliver Weekly Programme Steering Group management dashboard |

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|  | * Deliver core programme artefacts:   + Risk Profile Assessment   + Integrated Assurance & Approvals Plan   + RACI * Gateway Review supporting documentation * Programme Reporting   + GMPP Oscar reporting   + Popsco   + Organisational Development Plan (ODP)   + CO Digital Portfolio Reporting   + Risk Potential Assessment |
| **Purchaser Obligations** | Cabinet Office Digital Falcon Transformation Programme shall perform the following to enable Issured can provide the Services and deliverables in relation to this Work Package:   * Cabinet Office Digital shall provide access to suitably qualified resources and staff to provide the requirements, documentation and review to enable ap- proval of documents. * Client Cabinet Office Digital shall be responsible for any communication with suitable IT hardware and software. * Cabinet Office Digital shall provide access to relevant documentation and information which is necessary. * Cabinet Office Digital will provide PMO supporting resource |
| **Assumptions** | The Falcon programme continues to receive funding and approvals External gate reviews will be required  Level of assurance and oversight remains delegated to Cabinet Office Portfolio Office (COPO). |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule. The provision of CO economist input to the FBC  The provision of CO commercial input to the FBC The provision of CO financial input into the FBC Administrative support to PMO |
| **Out of Scope** | Financial Forecasts Financial Reporting |
| **Acceptance Criteria** | The following will be reviewed and approved by the Falcon Programme Director   * PMO Operating Model * PMO Handbook (including Terms of Reference for Boards detailed below) * Programme Resource Management Plan * Deliver core programme artefacts:   + Risk Profile Assessment   + Integrated Assurance and Approvals Plan   + RACI * Management Dashboards |

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|  | * Programme Plan Folder * Monthly internal Lessons learnt summary. * Gateway Review Plan   The following will be reviewed by the Falcon Programme Director and signed off by the Programme SRO   * Programme Reporting   + GMPP Oscar reporting   + Organisational Development Plan (ODP)   + CO Digital Portfolio Reporting   + Risk Potential Assessment |
| **Delivery Date** | 31 March 2024 |

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| **DSI / BFS delivery tasks** | |
| **Description** | To ensure that the Cabinet Office is equipped to make insight-led decisions through the provision of a single cross-Cabinet Office data platform.  The current platform consists of a data pipeline with various components to facilitate the movement of data through from initial ingestion, validation, transformation, cataloguing through to analysis and visualisation. Data files are stored in S3 buckets at various points in the pipeline with access managed via IAM roles and groups:   1. **Landing** - where raw data files are stored up to initial ingestion. Once datasets reach this point the remainder of the pipeline follows a single path. Access at this level is for investigation purposes only. 2. **Staging** - where intermediate data files are stored after validation and transformation. Access at this level is for investigation purposes only. 3. **Tagging** - A matching process that identifies the corresponding dataset registered in the data catalogue and tags the datafile accordingly. 4. **Repository** - The final storage location for published files. This is the point at which consumers access the data.   Alternatively, datasets and data platform design may additionally be pushed to a further representative to assist with downstream analysis. |

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| **Activities** | The requirement will be for the developers to assist design, developing and building a secure platform that is a multi-tenancy platform, which is capable of hosting multiple tenants and datasets at any one time. To include:   * To provide modern, easy to use data visualisation tools so that findings from analysis can be presented using dashboards and graphical information. * To enable senior stakeholders to convey complex messages more easily within the CO and externally * To simplify the data landscape by providing a single federated platform. * Reduce unnecessary spend within business units on duplicated data technology and tooling, while optimising sharing opportunities. |
| **Deliverables** | * To deliver, maintain and support a central “data exchange” allowing Cabinet Office business units to access data from multiple sources across Government * Support the current DSI Platform Business as Usual * To undertake data, ingest analysis for the BFS Technical Spike * To support design of BFS strategic platform * To develop and build the BFS strategic platform   Ensure the below services that constitute the platform are developed and maintained. These are:   * + Data platform provision   + Access to visualisation and tools   + Ongoing platform support   + Regular reporting and monitoring * Deliver the below for security maintenance:   + Security monitoring   + Pen testing   + Threat modelling   + Live service dashboards   + Sprint reporting   + Forums and boards |
| **Purchaser Obligations** | Cabinet Office Digital Delivery Function shall perform the following to enable Issured can provide the Services and deliverables in relation to this Work Package:   * Cabinet Office Digital shall provide access to suitably qualified resources and staff to provide the requirements, documentation and review to enable approval of documents. * Cabinet Office Digital shall be responsible for any communication with suitable IT hardware and software. * Cabinet Office Digital shall provide access to relevant documentation and information which is necessary. |

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|  | * Cabinet Office Digital will provide PMO supporting resource |
| **Assumptions** | * Developers have the skill and knowledge to develop the platform |
| **Constraints** | N / A |
| **Dependencies** | * Sufficient funding being granted for the BFS project * Sufficient access to datasets from key data providers Date of Palantir is decommissioned (current data platform solutions BFS use) * BFS delivery plan runs to forecast schedule of March 2024 * The provision of multidisciplinary team of skills to support developers, including: Delivery Manager, Product Manager, Data Architect, Quality Assurance, Business Analysis, User Research * The provision of CO Commercial input into project * The provision of CO Financial input into project |
| **Out of Scope** | * Financial Forecasts and reporting * Project Management and Delivery |
| **Acceptance Criteria** | 10 days’ notice period to be given to contractor |
| **Delivery Date** | 31 March 2024 |

## Additional Buyer terms

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| **Guarantee** | N / A |
| **Warranties, representations** | N / A |
| **Supplemental requirements in addition to the Call-Off terms** | N / A |
| **Alternative clauses** | N / A |

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| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | N / A |
| **Personal Data and Data Subjects** | Schedule 7 is being used: Annex 1 |
| **Intellectual Property** | All code and IP assets produced by the supplier remain the IP of Cabinet Office. |
| **Social Value** | N / A |

## Formation of contract

* 1. By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call Off Contract with the Buyer.
  2. The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
  3. This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
  4. In cases of any ambiguity or conflict, the terms and conditions of the Call- Off Contract (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.

## Background to the agreement

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

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| **Signed** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **Name** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **Title** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **Signature** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** |
| **Date** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** | **REDACTED TEXT under FOIA Section 40 Personal Interests.** |

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

Customer Benefits

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

G-Cloud 13 Customer Benefit Record

# Part B: Terms and conditions

## Call-Off Contract Start date and length

* + - 1. The Supplier must start providing the Services on the date specified in the Order Form.
      2. This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
      3. The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
      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.

## Incorporation of terms

* + - 1. The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
         * 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. The Framework Agreement provisions in clause 2.1 will be modified as follows:
    1. a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’
    2. a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a reference to ‘the Buyer’
    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
       1. 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. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.
       3. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

## Supply of services

* + - 1. The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier’s Application.
      2. The Supplier undertakes that each G-Cloud Service will meet the Buyer’s acceptance criteria, as defined in the Order Form.

## Supplier staff

* + - 1. The Supplier Staff must:
    1. be appropriately experienced, qualified and trained to supply the Services
    2. apply all due skill, care and diligence in faithfully performing those duties
    3. obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
    4. respond to any enquiries about the Services as soon as reasonably possible
    5. complete any necessary Supplier Staff vetting as specified by the Buyer
       1. 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.
       2. The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
       3. 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. 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.

* 1. 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.

* 1. 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.
  2. 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.

## Due diligence

* + - 1. Both Parties agree that when entering into a Call-Off Contract they:
    1. have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
    2. are confident that they can fulfil their obligations according to the Call- Off Contract terms
    3. have raised all due diligence questions before signing the Call-Off Contract
    4. have entered into the Call-Off Contract relying on their own due diligence

## Business continuity and disaster recovery

* + - 1. The Supplier will have a clear business continuity and disaster recovery plan in their Service Descriptions.
      2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
      3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

## Payment, VAT and Call-Off Contract charges

* + - 1. The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier’s delivery of the Services.
      2. The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
      3. The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
      4. If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
      5. The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
      6. If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
      7. All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
      8. The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
      9. The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
      10. The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
      11. If there’s an invoice dispute, the Buyer must pay the undisputed 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.

* + - 1. 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.

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

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

## Insurance

* + - 1. The Supplier will maintain the insurances required by the Buyer including those in this clause.
      2. The Supplier will ensure that:
    1. during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
    2. the third-party public and products liability insurance contains an ‘indemnity to principals’ clause for the Buyer’s benefit
    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

* + 1. all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
       1. If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
       2. If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
    2. a broker's verification of insurance
    3. receipts for the insurance premium
    4. evidence of payment of the latest premiums due
       1. Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
    5. take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
    6. promptly notify the insurers in writing of any relevant material fact under any Insurances
    7. hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
       1. The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
       2. 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.
       3. The Supplier will be liable for the payment of any:
    8. premiums, which it will pay promptly
    9. excess or deductibles and will not be entitled to recover this from the Buyer

## Confidentiality

* + - 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.

## Intellectual Property Rights

* 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.
  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.
  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:
     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
     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.
  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.
  5. Subject to the limitation in Clause 24.3, the Buyer shall:
     1. defend the Supplier, its Affiliates and licensors from and against any third-party claim:

1. alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
2. alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
3. arising from the Supplier’s use of the Buyer Data in accordance with this Call-Off Contract; and
   * 1. 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.
   1. 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:
      1. rights granted to the Buyer under this Call-Off Contract
      2. Supplier’s performance of the Services
      3. use by the Buyer of the Services
   2. 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:
      1. modify the relevant part of the Services without reducing its functionality or performance
      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
      3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
   3. Clause 11.6 will not apply if the IPR Claim is from:
      1. the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Call-Off Contract
      2. other material provided by the Buyer necessary for the Services
   4. 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.

## Protection of information

* 1. The Supplier must:
     1. comply with the Buyer’s written instructions and this Call-Off Contract when Processing Buyer Personal Data
     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
     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
  2. The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
     1. providing the Buyer with full details of the complaint or request
     2. complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer’s instructions
     3. providing the Buyer with any Buyer Personal Data it holds about a Data Subject

(within the timescales required by the Buyer)

* + 1. providing the Buyer with any information requested by the Data Subject
  1. 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.

## Buyer data

* 1. The Supplier must not remove any proprietary notices in the Buyer Data.
  2. The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
  3. If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
  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.
  5. The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
  6. The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
     1. the principles in the Security Policy Framework:

https://[www.gov.uk/government/publications/security-policy-](http://www.gov.uk/government/publications/security-policy-) framework and the Government Security Classification policy: https:/[www.gov.uk/government/publications/government-](http://www.gov.uk/government/publications/government-) securityclassifications

* + 1. guidance issued by the Centre for Protection of National Infrastructure on Risk Management: https://[www.cpni.gov.uk/content/adopt-risk-](http://www.cpni.gov.uk/content/adopt-risk-) managementapproach and Protection of Sensitive Information and Assets: https://[www.cpni.gov.uk/protection-](http://www.cpni.gov.uk/protection-) sensitive-information-and-assets
    2. the National Cyber Security Centre’s (NCSC) information risk management guidance: https://[www.ncsc.gov.uk/collection/risk-](http://www.ncsc.gov.uk/collection/risk-) management-collection
    3. 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-](http://www.gov.uk/government/publications/technologycode-of-) practice/technology -code-of-practice
    4. the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

https://[www.ncsc.gov.uk/guidance/implementing-cloud-security-](http://www.ncsc.gov.uk/guidance/implementing-cloud-security-) principles

* + 1. Buyer requirements in respect of AI ethical standards.
  1. The Buyer will specify any security requirements for this project in the Order

Form.

* 1. 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.
  2. 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.
  3. 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.

## Standards and quality

* 1. The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
  2. The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

https://[www.gov.uk/government/publications/technology-code-of-](http://www.gov.uk/government/publications/technology-code-of-) practice/technology-code-

of-practice

* 1. 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.
  2. If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
  3. 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.

## Open source

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

## Security

* 1. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call- Off Contract, develop (and obtain the

Buyer’s written approval of) a Security Management Plan and an Information Security

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

* 1. 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.
  2. 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.
  3. Responsibility for costs will be at the:
     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
     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
  4. 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.

* 1. Any system development by the Supplier should also comply with the government’s ‘10 Steps to Cyber Security’ guidance: https://[www.ncsc.gov.uk/guidance/10-steps-cyber-security](http://www.ncsc.gov.uk/guidance/10-steps-cyber-security)
  2. 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.

## Guarantee

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

## Ending the Call-Off Contract

* 1. The Buyer can End this Call-Off Contract at any time by giving 30 days’ written notice to the

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

* 1. The Parties agree that the:
     1. Buyer’s right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
     2. Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier’s avoidable costs or Losses
  2. 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.

* 1. 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:
     1. a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
     2. any fraud
  2. A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
     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
     2. an Insolvency Event of the other Party happens
     3. the other Party ceases or threatens to cease to carry on the whole or any material part of its business
  3. 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.
  4. 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.

## Consequences of suspension, ending and expiry

* 1. If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
  2. Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the ordered G-Cloud Services until the dates set out in the notice.
  3. The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
  4. Ending or expiry of this Call-Off Contract will not affect:
     1. any rights, remedies or obligations accrued before its Ending or expiration
     2. the right of either Party to recover any amount outstanding at the time of Ending or expiry
     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)

* + 1. 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.
  1. At the end of the Call-Off Contract Term, the Supplier must promptly:
     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
     2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
     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
     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
     5. work with the Buyer on any ongoing work
     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
  2. 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.
  3. 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.

## Notices

* 1. Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
* Manner of delivery: 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
  1. This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

## Exit plan

* 1. The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
  2. When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier’s own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
  3. If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 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.
  4. The Supplier must ensure that the additional exit plan clearly sets out the Supplier’s methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
  5. Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer’s own exit plan and strategy.
  6. The Supplier acknowledges that the Buyer’s right to 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:
     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
     2. there will be no adverse impact on service continuity
     3. there is no vendor lock-in to the Supplier’s Service at exit
     4. it enables the Buyer to meet its obligations under the Technology Code Of Practice
  7. If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
  8. The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
     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
     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
     3. the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
     4. the testing and assurance strategy for exported Buyer Data
     5. if relevant, TUPE-related activity to comply with the TUPE regulations
     6. any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## Handover to replacement supplier

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

## Force majeure

* 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.

## Liability

* 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).
  2. Notwithstanding Clause 24.1 but subject to Framework Agreement clauses

4.1 to 4.6, the

Supplier's liability:

* + 1. pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
    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.

## Premises

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

## Equipment

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

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

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

## Environmental requirements

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

## The Employment Regulations (TUPE)

* 1. The Supplier agrees that if the Employment Regulations apply to this Call- Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
  2. Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to

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

* + 1. the activities they perform
    2. age
    3. start date
    4. place of work
    5. notice period
    6. redundancy payment entitlement

documents

* + 1. salary, benefits and pension entitlements
    2. employment status
    3. identity of employer
    4. working arrangements
    5. outstanding liabilities
    6. sickness absence
    7. copies of all relevant employment contracts and related
    8. 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.

* 1. 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.
  2. 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.
  3. The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
     1. its failure to comply with the provisions of this clause
     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
  4. The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
  5. 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.

## Additional G-Cloud services

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

## Collaboration

* 1. If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
  2. In addition to any obligations under the Collaboration Agreement, the Supplier

must:

* + 1. work proactively and in good faith with each of the Buyer’s contractors
    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

## Variation process

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

## Data Protection Legislation (GDPR)

* 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

### PURPOSE

#### The purpose of this document is to provide a statement of requirements for a service provider to supply Digital and IT Technical expertise / resources to fa- cilitate delivery of programmes and projects within Cabinet Office Digital (COD)

#### This work must start no later than 1 April 2023.

### BACKGROUND TO THE BUYER

#### The Cabinet Office supports the Prime Minister and ensures the effective run- ning of government. The Cabinet Office is also the corporate headquarters for government, in partnership with HM Treasury, and takes the lead in certain crit- ical policy areas. The Cabinet Office has responsibility for:

#### Supporting collective government, helping to ensure the effective de- velopment, coordination and implementation of policy

#### Supporting the National Security Council and the Joint Intelligence Organisation, coordinating the government’s response to crises and managing the UK’s cyber security

#### Promoting efficiency and reform across government through innova- tion, better procurement and project management, and by transform- ing the delivery of services

#### Promoting the release of government data, and making the way gov- ernment works more transparent

#### Creating an exceptional Civil Service, improving its capability and ef- fectiveness

#### Political and constitutional reform

#### The Cabinet Office’s Digital directorate is the department’s IT and digital shared services function.

#### CO Digital supports over 40 products, projects, programmes and services. Fail- ure to appoint a suitable service provider will impact not only CO Digital’s busi- ness-as-usual services, their availability and maintainability, but also hold back the expansion of services that CO Digital supports and delivers and which are necessary in the new FY 2023/24.

### BACKGROUND TO REQUIREMENT / OVERVIEW OF REQUIREMENT

#### The CO Digital portfolio is cross-cutting and comprises multiple projects, pro- grammes and services. The appointment of a service provider is required to

#### ensure that CO Digital is able to continue providing and improving services, which it offers to the CO, in FY 2023/24. These include:

#### Machinery of Government (MoG) changes, which the Government relies on to deliver on its high political priorities. MoGs are very de- manding and complex data transfer projects: the managed service resources will enable continuation of delivering multiple MoGs in par- allel and within agreed timelines, which the existing teams do not have capacity to do

#### EUC hardware refresh activity, which is critical for ensuring the co is as digitally secure as possible. With users on increasingly-dated it devices, the resulting risk attached to unsupported hardware weak- ens the CO’s cyber-defences. Rolling out newer, up-to-date devices to users on old ones will maximise the CO’s potential to defend against cyber threats

#### The planned Microsoft 365 migration and technical architecture re- fresh, both part of the Falcon programme. While the migration will largely be undertaken by a separate managed supplier, it also re- quires support and central programme activities to be undertaken by the CO itself. Cabinet Office Digital lacks the existing permanent re- sources with the depth of experience and drawing on existing CS re- sources would be damaging to business-as-usual activity

#### Delivery of a single cross-CO data platform (DSI), supporting produc- ers and consumers of data across the business; including the inte- gration of BFS data feeds into the single data platform

#### The CO requires a dynamic CO Digital delivery capability that is capable of scaling rapidly to meet its needs and challenges. To satisfy these needs, CO Digital requires a flexible sourcing model to build capacity and capability, as strategic requirements evolve.

### DEFINITIONS

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| Expression or Acronym | Definition |
| OGDs | means Other Government Departments |
| COO | means Chief Operating Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department’s Corporate Services Group |
| CDIO | means Chief Digital and Information Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department’s Digital Directorate |
| CISO | means Chief Information Security Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department’s Cyber Security function |
| CTO | means Chief Technology Officer, and in the case of the Cabinet Office is the senior civil servant responsible for leading the department’s Technology team |
| DSI | means Discovery Science and Insights Platform (DSI) |
| EUC | means End User Compute Replacement Delivery where CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. |
| MOG | means Machinery of Government (MOG) where the Cabinet Office (CO) is responsible for delivery of high priority urgent Machinery of Government (MoG) and data migration changes where CO is moving people, data and technology to other government departments following ministerial decisions and changes |

### SCOPE OF REQUIREMENT

#### The outline of the requirement below states what is in scope:

#### Discovery Science and Insights Platform (DSI);

#### Machinery of Government (MOG) changes;

#### End-User Computing support for hardware upgrades;

#### Microsoft 365 migration and technical specialist support by supplementing ex- isting teams

### THE REQUIREMENT

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| **Machinery of Government Delivery** | |
| **Description** | Cabinet Office (CO) are responsible for delivery of high priority urgent Machinery of Government (MoG) and data changes where CO is moving people, data and technology to other government departments following ministerial decisions and changes. MoGs are highly reactive and can occur without prior warning, and require working at-pace and in ambiguous environments and across Government with other Government departments in order to achieve. |

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| **Activities** | The supplier will supplement the Enterprise Services team with resources to enable delivery of MoG and data projects during 23/24 FY.  During this phase, supplier resources will collaborate with the internal teams to successfully deliver end to end projects for MoG’s and data including the following:   * Manage senior management expectations of the MoG/data project pipe- line * Plan and maintain the MoG Programme Board including actions and board documentation * Deliver MoG/data projects within agreed timelines * Create and iterate on processes, templates and plans that can be reused for any given MoG project * Work collaboratively with existing internal teams in making key decisions and sharing knowledge and processes. * Collaborating with the existing Delivery team to ensure MoGs are planned and tracked as part of the overall Delivery roadmap. * Ensure continuous MoG knowledge transfer pathways are created with existing delivery teams for service continuity * Flexibility to use the resources to cover other related delivery subject to capacity and skill sets. * Onsite attendance 2 days a week in 100 Parliament St office, 3 days offsite. |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  As a result of this work package, the supplier will produce the following deliverables from April 23 to March 24:   * Delivery of Suitable Staff * Issued resources must have the expertise required to deliver their responsi- bility areas. * Programme management of the overall MoG/data process * Accountable for ensuring scope of the MoG requirements are well articulated, understood and agreed between all parties * Establish and document the MoG process by helping all teams understand the process and ensuring its followed * Ensure that policies, processes and procedures across the internal teams, as well as the business units, align with programme standards and issues are escalated to the board where appropriate to unblock. * Continue to establish and mature the programme board with (and not limited to); TOR, RACI, RAID management, MoG pipeline roadmap and readiness to initiate, change control and programme reporting. * A MSP programme approach, setting the right governance levels that will provide visibility and transparency of the MoG policy process and procedure for all stakeholders. |

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|  | * Stakeholder management with all internal and external parties involved - Ef- fective communication across departments on the why, what, when and how of MoG transfers. * Demand and capacity management - a roadmap of the pipeline of MoGs planned and anticipated to enable effective communications and to manage stakeholder expectations and requirements. * Resource plan for all staff showing allocated work, utilisation and timelines. * Define and deliver improved MOGs capabilities working in conjunction with the Cabinet Office team. * Early identification and reporting of key risks and dependencies. * Delivery management and business analysis of multiple complex MoG/data projects in parallel   + Project manage the start to end of a MoG or data transfer including dis- covery and planning with internal and external IT teams and stakeholders ensuring technical dependencies are aligned with incoming departments Delivery of the data transfer between departments and project comple- tion documentation.     - Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines.     - Continuous transfer of knowledge using documentation to and ena- ble existing teams to upskill the existing internal teams on the MoG/data     - Design and delivery of any newly identified business processes   Technical expertise to administer and manage cloud and SaaS products including Google Workspace domain and third party tools for data projects.   * Using Cloud M and equivalent migration tools to successfully migrate data and apply best practice principles to make efficient use of the tools. This includes sharing expertise and knowledge with existing team members to support best practices. * Migrating data (including emails) and services from CO Official plat- form to the outgoing/incoming department environment. Analysing logs and debugging errors with data ingestion and extractions from/to Google/MS365 * Administration of Google workspace and SaaS tools to be able to run the Google admin console to administer the product effectively. * Google APIs usage. Understanding Google API authentications and security best practices. Working knowledge of Google workspace APIs, limitations and authorisations * Research and test the latest online migration tools that reduce man- ual work and provide more efficiency in expanding the data outputs. * Liaising with Information Assurance leads for assessment of new or existing applications. |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issured to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical work- shops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. |

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|  | * Provide access to relevant documentation and information of all systems and applications required to facilitate delivery, data transfer and analysis.:   + Google Drives   + Cloud Applications   + Servers   + Scripting   + Project planning applications, e.g.smartsheets, trello   + Process Mapping tools, e.g. Lucid, Visio   + *NB: The above is not an exhaustive list* * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | * Any necessary approvals are in place at corporate level to initiate MoG com- mencement * Necessary budgets are in place * All supplier resources will have adequate access to carry out their functions where required |
| **Constraints** | N / A |
| **Dependencies** | * Availability of key Cabinet Office staff to support discovery activity in a timely fashion to support the delivery of stated milestones * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issured to provide expert resources that align with the role requirements. |
| **Out of Scope** | Use of Issured resources for activities outside their specialist area of expertise. |
| **Acceptance Criteria** | * Alignment and adherence to the Civil Service Code of practice   The following will be reviewed and signed off by the MoG Programme Board   * MoG Delivery Roadmap and Prioritisation * MoG Best Practise * Clear Scoping and requirements documentation * Reporting - highlight report and status updates * Reduced escalations by managing stakeholder expectations   Joint sign off of Core Delivery management artefacts by relevant programme/project board members:   * Alignment and adherence to CO principles and values * Project Plans * RAID Log- for each project as well as programme level * RACI - for each project as well as programme level * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Closure Reports * Process documentation * Technical documentation * Continuous Knowledge Transfer of any changed/new processes * 1 week notice period of any changes in resources |
| **Delivery Date** | 31 March 2024 |

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| **End User Compute Replacement Delivery** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require End User Compute Technical Engineers to support the delivery of technical projects throughout 23/24 |
| **Activities** | The supplier will provide **Technical Engineers** to assist deliver a number of projects for 2023/2024 which will include   * Estates related projects   + The set-up of a regional site in June 2023 which could include infra- structure setup once requirements are finalised   + Decommission of sites where CO Estates/GPA exercise lease breaks   + Reconnect/reinstall equipment at CO buildings following moves/relo- cations   + Internal moves as part of the A Better Cabinet Office refurbishment programme across the Estate   + Disposing of assets securely as part of any decommissioning works * Technology related projects which will include the management and delivery of:   + Laptop refresh - replacing laptops that are End of Life; targeting 31 March 2023 as the cut off dates for these devices c. 1600   + Mobile phones - replacing mobile phones that are End of Life c. 3800   + Tablet device - replace tablets that are End of Life; c106   + Decommissioning printers and installing new as part of the existing and new printer contract   + Installing audio visual conferencing equipment at new site set ups   + Decommissioning of desk phones including the ceasing of extension numbers as part of the handset removal project   + Responsible for documenting asset information of returned out of support mobiles and laptops, ensuring data has been wiped and ITSM tool has been updated with devices status   + Conducting surveys at various department locations to assist with any discovery and implementation work for the projects   + Refreshing all monitors across the estate that will provide USBC ca- pability. c.3900 and will include decommissioning and tracking as- sets that can be recycled or reused. Capturing data on reuse moni- tors to provide to disposal suppliers for monetary gain.   Due to the work described above resources will need to be on site 5 days a week based in Westminster and will be available to travel to regional sites  The requirement for the Server Ops to assist with a number of projects for the next 12 months will include   * Windows 2012 and 2008 Upgrade project   o Assist with upgrading of 2012 and 2008 windows servers to 2019 |

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|  | * Sophos clean-up project   + Analyst of current Sophos cloud product, looking into current malfunctioning and devices diverging from policy   + Write up processes for level 2 support to enable repair of devices   + Write up processes to clear retired devices from the console   + Configure automation to automatically raise tickets to level 2 sup- port when a device has malfunctioning endpoint client via API into the IT support management tool and email alerting   + Create dashboards to track device status in Sophos * Asset decommission and power protection   + Perform analyst of the power usage on the current power usage of network and infrastructure equipment and ensure that ade- quate UPS protection is available for short (under 5 minute) power outages   + Setup current and additional UPS devices and ensure they are hardened, monitored and send appropriate alerts   + Decommissioning of network, server and storage equipment, en- suring data is securely removed and assets removed from asset database   + Tracking of decommissioned storage assets and ensuring ap- propriate data destruction certificates are received |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  Deliverables are:   * Have extensive experience with the following applications to successfully build and deploy devices according to CO processes; Airwatch, WS1, PowerShell, Duo, SSCM, Jamf, Sohpos and AD * Have strong stakeholder management and communication skills to com- municate effectively with senior VIP leaders including ministers, PN us- ers as well as internal CO users applying technical knowledge to resolve issues raised and manage expectations. Responsible for replacing de- vices for VIP users which include ministers and senior civil servants * Have technical experience in building mobiles (iPhones/Androids) and laptops (Windows/MacBook/iPads) and the ability to quality assure all assets being deployed to users.   o Replacement of circa 1700 end of life Samsung A40’s plus circa 2100 iPhone 8’s, providing one to one technical guidance and technical expertise to the users to complete self-enrolment onto the new smartphones |

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|  | * Deploying MacBooks to users with out-of-support laptops . Re- sponsible for organising and retrieving old laptops from us- ers. The support will be strictly limited user support to ensure the devices built and deployed are operable. * Deployment windows to users with out-of-support laptops . * Responsible for organising and retrieving old laptops from us- ers. The support will be strictly limited user support to ensure the devices built and deployed are operable. * Be able to balance technical, physical personnel and procedural controls to address business and information risks in the most effective way * Have experience in using ITSM framework for asset management and be familiar with using courier processes to transport and retrieve devices. * Have excellent problem solving and analytical skills to solve complex technical issues * Have experience with using analytical tools such as Google workspace applications to analyse and manipulate data * Be familiar with CO asset management and security processes to comply with regulations. * Government experience in a technical environment is preferable but not essential * Responsible to manage relevant mailboxes for all the projects requiring technical engineers in a timely manner (EUC Refresh and deskphone removal mailboxes) * Identifying applications and ensuring they are migrated onto the new lap- tops/smartphones * Have experience managing office moves either to support internal moves or relocations office to office including site surveys |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable supplier to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the requirements, review and approve documents and participate in technical workshops where required. * Provide access to relevant buildings where the work is due to be carried out in relation to the Estates relocation moves * Provide access to relevant documentation and information of all systems, applications and tools required to facilitate delivery and analysis.:   + Google Drives   + Mobile Device Management (WS1; JamF; SCCM; AD)   + Physical tools to carry out the works (screwdriver, network test- ers etc)   + Project planning applications, e.g.smartsheets, trello   + Process Mapping tools, e.g. Lucid, Visio   + *NB: The above is not an exhaustive list* * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | Funding and budget approval for the work listed in the deliverables section |
| **Constraints** | N / A |

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| **Dependencies** | * Availability of key CO staff to support activity in a timely * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Supplier to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Daily update of devices updated which will feed into weekly reporting to seniors * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **Security Product Specialist** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require End User Compute Technical Engineers to support the delivery of technical projects throughout 23/24 |
| **Activities** | The supplier will provide **Technical Engineers** to manage and automate the processes for security products on the estate in 2023/2024 which will include   * Sophos Cloud Management   + Analyse current Sophos and investigate devices with malfunctioning end point products   + Liaise with EUC team and gather metrics of devices active in the MDM solutions and compare with Sophos estate     - correlate and ensure each device reported in MDM solutions has Sophos MTR protection     - correlate date and ensure that each device in Sophos is managed by an MDM solution in user device or AWS system manager if server   + Resolve malfunctioning and unmanaged devices   + Design processes to manage the Sophos solution   + Use automation to ensure any future issues are automatically logged into the ITSM tool.   + Ensure relevant date is sent into the Splunk SIEM system   + Generate Dashboards and reports from Splunk * HBC   + Work with NCSC to enable a trial of HBC on macOS devices   + Analyse current HBC reporting on Windows estate and macOS es- tate (after trial)   + Design processes to resolve issues reported by HBC tooling   + Ensure reporting where possible is sent into the Splunk SIEM system   + Generate Dashboards and reports from Splunk   Due to the work described above resources may need to be on site 2 days a week based in Westminster and will be available to travel to regional sites |

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| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  Deliverables are:   * Defined processes to manage incidents with security products including malware detections, malfunctioning products, unmanaged devices, se- curity recommendations * Automation enable to ensure appropriate tickets are automatically raised in ITSM tool * Creation of dashboards in SIEM tool (Splunk) * Alerting to correct groups when incidents or malfunctions occur. * Have extensive experience with the following applications to successfully manage devices according to CO processes; Airwatch, WS1, Pow- erShell, Duo, SSCM, Jamf, Sohpos and AD * Have strong stakeholder management and communication skills to com- municate effectively with senior VIP leaders including ministers, PN us- ers as well as internal CO users applying technical knowledge to resolve issues raised and manage expectations. Responsible for replacing de- vices for VIP users which include ministers and senior civil servants * Be able to balance technical, physical personnel and procedural controls to address business and information risks in the most effective way * Have experience in using ITSM framework for incident management. * Have excellent problem solving and analytical skills to solve complex technical issues * Have experience with using analytical tools such as Google workspace applications to analyse and manipulate data * Be familiar with CO asset management and security processes to comply with regulations. * Government experience in a technical environment is preferable but not essential |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable supplier to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the requirements, review and approve documents and participate in technical workshops where required. * Provide access to relevant documentation and information of all systems, applications and tools required to facilitate delivery and analysis.:   + Mobile Device Management (WS1; JamF; SCCM; AD)   + Security tools (Sophos, HBC etc)   + Physical tools to carry out the works ( screwdriver, network test- ers etc)   + Project planning applications, e.g.smartsheets, trello   + Process Mapping tools, e.g. Lucid, Visio   + *NB: The above is not an exhaustive list* |

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|  | * Provide feedback on resource performance and attendance throughout the contracted period |
| **Assumptions** | Funding and budget approval for the work listed in the deliverables section |
| **Constraints** | N / A |
| **Dependencies** | * Availability of key CO staff to support activity in a timely * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Supplier to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Daily update of devices updated which will feed into weekly reporting to seniors * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

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| **M365 - backfilling team to deliver BAU tasks** | |
| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require Google & Application Specialists to support the delivery of projects throughout 23/24 and BAU support for the cabinet office domain.  The roles are not limited to just the below, the requirements may change as the programmes of work evolve. Flexibility in the required role types should be applied when needed within the SFIA framework published with a minimum of 4 weeks advance notice. |
| **Activities** | **Google**   * Maintain regular contact with users and the CO core team to understand their needs and challenges and ensure continuous improvement of prod- ucts and services. * Act as the 3rd line escalation point for the service desk to troubleshoot and resolve incidents, service requests and problems for all CO based applications, including VIP support, vendor escalation management and particular needs requests * Ensure the integrity of the departments’ Google infrastructure both at domain and user level. * Develop an effective partnership and act as an ambassador for Google Workspace, challenging the department and users where appropriate. * Support business change activities, focussing on technology impacts. * Keeping up to date with changes to Google Workspace and other prod- ucts |

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|  | * Act as Subject Matter Expert for escalation of Google related problems and changes from the service desk and business partners. * Promote the service desk as the go to function for technology and digital related change, or problem rectification, ensuring they are engaged early and solutions are determined with input from them. * Work with the Digital Records Management team in managing the AO- Docs document library. * Work with the Project Delivery team in the migration of data and email into and out of the Google Workspace. * Work with the Security and Freedom of Information to provide relevant support * Onsite attendance 2 days a week in 100 Parliament St office, 3 days offsite. * Creating documentation for new and existing applications, processes, training materials and service desk knowledge base   **Applications**   * The main duty of the supplier will be assisting with the administration of M365 and Azure Platforms (including Azure AD):   + Account Creations, RBAC, troubleshooting problems, Raising Support Requests.   + Management of JML accounts, administration of multiple direc- tories & subscriptions to improve the Cabinet Office platforms.   + Administration of MS Teams - ensuring cross-government col- laboration is a high priority.   + Administration of Power BI & Project Online   + Assessment and Implementation of any new MS modules that are required by the business.   + Creation of PowerShell scripts to improve any manual tasks within the M365 environment   + Improving the M365 & Azure platforms - Security, Compliance etc. * Be a subject matter expert for the CO suite of existing cloud applications across a mixed operating system estate (Apple, AWS, Microsoft and Google platforms) * Conduct application scoping and requirements gathering for any changes to the O365 & Azure platforms from an IT perspective to allow for effective and efficient working. Working with our project delivery team, service desk, security and other stakeholders to ensure the smooth rollout of new applications, changes and system upgrades * Act as the 3rd line escalation point for the service desk to troubleshoot and resolve incidents, service requests and problems for all CO based applications, including VIP support, vendor escalation management and particular needs requests * Work closely with the CO Cyber and Information Assurance teams, stakeholders and vendors, evaluating existing and new applications to ensure they meet our security and data handling policies and require- ments |

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|  | * Work closely with the end user computing team to roll out new applica- tions, upgrades, permission reviews, version control and application packaging * Creating documentation for new and existing applications, processes, training materials and service desk knowledge base * Onsite attendance 2 days a week, 3 days offsite. |
| **Deliverables** | The Supplier will work with the Buyer and provide the services including agreed reports, actions, service levels and timescales for completion of each deliverable and these will be formally agreed and then accepted thereafter to the satisfaction of the Buyer using the acceptance criteria in this Statement of Works (SoW).  The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues / recommendations agreed following wash-up meetings with Buyer staff.  The Supplier will provide the Buyer with spend reports and spend forecasts on a monthly basis.  As a result of this work package, the supplier will produce the following deliverables from April 2023 to March 2024:  **General**   * Documentation for all workloads as required by the CO Team. * End to End management of any tickets assigned on the CO service management tool. * Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines. * Continuous transfer of knowledge using documentation, show and tells and other channels to and enable existing teams to upskill the existing internal teams. * Design and delivery of any newly identified business processes * Design and deliver improvements to the delivery capability. * Effort estimations and forecasting for all deliverables and reporting on actual delivery times.   **Google**   * Issued resources must have the specialist areas of expertise re- quired to deliver their responsibility areas.   **Applications**   * Issued resources must have the specialist areas of expertise re- quired to deliver their responsibility areas. |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issued to provide the Services in relation to this Work Package: |

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|  | * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical workshops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. * Provide access to relevant documentation and information of all systems and applications required to facilitate BAU and project delivery.:   + Google Drives   + Cloud Applications   + Servers   + Software / Applications   + Relevant Software/Admin Portals   + Provide relevant hardware   + *NB: The above is not an exhaustive list* |
| **Assumptions** | * The Falcon programme continues to receive funding and approvals |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule.   * Availability of key CO staff to support BAU activity in a timely * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issued to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | The following will be reviewed and signed off by the Cabinet Office team   * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Prioritisation of workflow * Cabinet office Digital Best Practises * Clear Scoping and requirements documentation * Reporting - highlight report and performance updates * Reduced escalations by managing stakeholder expectations * Project support and involvement * Managing and maintaining ticket load * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Process documentation * Technical documentation * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

**EUC Specialist - backfilling team to deliver BAU tasks**

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| **Description** | CO Digital operates the CO OFFICIAL IT platform used by c.15,000 users across the Cabinet Office, Government Property Agency and Crown Commercial Services. CO Digital - Enterprise Services require Google Specialists & Application Specialists to support the delivery of projects throughout 23/24 and BAU support for the cabinet office domain |
| **Activities** | * Provide technical expertise on the Windows estate (client and some server) working with the other EUC Engineers and engineers from other teams as required. This will primarily involve providing technical skills to design and deliver solutions for Windows end user devices and their management through mobile device managements tools such as Microsoft System Centre Configuration Manager (SCCM) and Windows Software Update Server (WSUS). * Provide technical expertise on the management of the Microsoft Windows Estate * Provide technical expertise on the Apple estate (client) working with the other Apple Engineers and in other areas as required. This will primarily involve providing technical skills to design and deliver solutions for Apple macOS end user devices and their management and integration into the WLAN and network services * Provide technical expertise on the management of the Apple macOS end user device estate with the mobile device management tool JAMF   Creation of design and build documents for End User Devices - Windows and macOS as part of design work   * Use extensive scripting knowledge to enhance the management and deploy- ment to the Windows and macOS estate utilising API endpoints where pos- sible to drive automation * Work alongside the Apple & Windows engineers, provide day to day man- agement of the Apple macOS and Windows environment ensuring the server environment and dependent services are optimised. This will include the im- plementation of new services as and when required by Cabinet Office * Provide second/third line support for the large macOS and Windows client estate; * Problem solving; * Onsite attendance 2 days a week, 3 days offsite. |
| **Deliverables** | As a result of this work package, the supplier will produce the following deliverables from April 23 to March 24:  **General**   * Documentation for all workloads as required by the CO Team. * End to End management of any tickets assigned on the CO service management tool. * Identify risks, issues and dependencies ensuring mitigation actions are planned and actioned within given timelines. * Continuous transfer of knowledge using documentation, show and tells and other channels to and enable existing teams to upskill the existing internal teams. * Design and delivery of any newly identified business processes * Design and deliver improvements to the delivery capability. * Effort estimations and forecasting for all deliverables and reporting on actual delivery times. |

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|  | **EUC Specific**   * According to the skills of the candidate, to also provide support for other elements of our network environment as cover for the team members with primary responsibility; this will be dependent on the current skills of the candidate; * As part of the team, maintain and enhance the network, by providing expertise and creating opportunities for others to share and practise your knowledge * Integrate and improve on existing processing systems * Creation of user guides for device builds * Work plans for the activities above |
| **Purchaser Obligations** | Cabinet Office Digital shall perform the following to enable Issued to provide the Services in relation to this Work Package:   * Provide access to suitably qualified technical resources to discuss the re- quirements, review and approve documents and participate in technical workshops where required. * Be responsible for any communication with vendors of network equipment, other solution components in order to obtain any information required. * Provide access to relevant documentation and information of all systems and applications required to facilitate BAU and project delivery.:   + Google Drives   + Cloud Applications   + Servers   + Software / Applications   + Relevant Software/Admin Portals   + Provide relevant hardware   + *NB: The above is not an exhaustive list* |
| **Assumptions** | * The Falcon programme continues to receive funding and approvals |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule.   * Availability of key CO staff to support BAU activity in a timely * Access to secure CO Official laptops to maintain the integrity and security of the data. Use of CJSM as required for Issured staff. * Access to key data for planning in a timely fashion to support the delivery of stated milestones * Issued to provide expert resources that align with the role requirements. |
| **Out of Scope** | Any activities not included in this Statement of Works (SoW) |
| **Acceptance Criteria** | The following will be reviewed and signed off by the Cabinet Office team   * Alignment and adherence to the CO principles and values * Alignment and adherence to the Civil Service Code of practice * Prioritisation of workflow * Cabinet office Digital Best Practises * Clear Scoping and requirements documentation * Reporting - highlight report and performance updates |

|  |  |
| --- | --- |
|  | * Reduced escalations by managing stakeholder expectations * Project support and involvement * Managing and maintaining ticket load * RETROs/Lessons Learned - end of project as well as core sprint reviews. * Process documentation * Technical documentation * Continuous Knowledge Transfer of any changed/new processes |
| **Delivery Date** | 31 March 2024 |

|  |  |
| --- | --- |
| **Falcon Programme Delivery support** | |
| **Description** | Programme Assurance, PMO functionality and Management will be provided through the delivery of programme artefacts, governance boards and assurance reviews. |
| **Activities** | During this phase, Issured will gather all required information from Cabinet Office Digital (or delegated responsible third parties including the programme Technology Delivery Partner and the Migration Delivery Partner) for the successful implementation of the Falcon Transformation Programme PMO, including the following activities:   * To set up a maintain a functioning Falcon Programme Management Of- fice (PMO) * To set up, plan and deliver all Falcon Programme IPA Gateway and other external reviews * To author and deliver the Falcon Programme Full Business Case * Deliver a plan for the programme FBC approvals pathway including COAB and HMT Approvals * Support Programme governance and assurance activities. * Capture internal Lessons Learnt summary. * Act as interim Programme Manager in the absence of the full time Pro- gramme Manager |
| **Deliverables** | As a result of this work package, Issured will produce the following deliverables:   * PMO Operating Model * PMO Handbook (including Terms of Reference for Boards detailed be- low) * Programme Resource Management Plan * Monthly Programme Board management dashboard * Deliver Fortnightly Change Approvals Board management dashboard * Deliver Weekly Programme Steering Group management dashboard * Deliver core programme artefacts:   + Risk Profile Assessment   + Integrated Assurance & Approvals Plan   + RACI * Gateway Review supporting documentation * Programme Reporting   + GMPP Oscar reporting   + Popsco |

|  |  |
| --- | --- |
|  | * Organisational Development Plan (ODP) * CO Digital Portfolio Reporting * Risk Potential Assessment |
| **Purchaser Obligations** | Cabinet Office Digital Falcon Transformation Programme shall perform the following to enable Issured can provide the Services and deliverables in relation to this Work Package:   * Cabinet Office Digital shall provide access to suitably qualified resources and staff to provide the requirements, documentation and review to enable ap- proval of documents. * Client Cabinet Office Digital shall be responsible for any communication with suitable IT hardware and software. * Cabinet Office Digital shall provide access to relevant documentation and information which is necessary. * Cabinet Office Digital will provide PMO supporting resource |
| **Assumptions** | The Falcon programme continues to receive funding and approvals External gate reviews will be required  Level of assurance and oversight remains delegated to Cabinet Office Portfolio Office (COPO). |
| **Constraints** | N / A |
| **Dependencies** | The Falcon programme plan runs to forecast schedule. The provision of CO economist input to the FBC  The provision of CO commercial input to the FBC The provision of CO financial input into the FBC Administrative support to PMO |
| **Out of Scope** | Financial Forecasts Financial Reporting |
| **Acceptance Criteria** | The following will be reviewed and approved by the Falcon Programme Director   * PMO Operating Model * PMO Handbook (including Terms of Reference for Boards detailed below) * Programme Resource Management Plan * Deliver core programme artefacts:   + Risk Profile Assessment   + Integrated Assurance and Approvals Plan   + RACI * Management Dashboards * Programme Plan Folder * Monthly internal Lessons learnt summary. * Gateway Review Plan   The following will be reviewed by the Falcon Programme Director and signed off by the Programme SRO   * Programme Reporting |

|  |  |
| --- | --- |
|  | * GMPP Oscar reporting * Organisational Development Plan (ODP) * CO Digital Portfolio Reporting * Risk Potential Assessment |
| **Delivery Date** | 31 March 2024 |

|  |  |
| --- | --- |
| **DSI / BFS delivery tasks** | |
| **Description** | To ensure that the Cabinet Office is equipped to make insight-led decisions through the provision of a single cross-Cabinet Office data platform.  The current platform consists of a data pipeline with various components to facilitate the movement of data through from initial ingestion, validation, transformation, cataloguing through to analysis and visualisation. Data files are stored in S3 buckets at various points in the pipeline with access managed via IAM roles and groups:   1. **Landing** - where raw data files are stored up to initial ingestion. Once datasets reach this point the remainder of the pipeline follows a single path. Access at this level is for investigation purposes only. 2. **Staging** - where intermediate data files are stored after validation and transformation. Access at this level is for investigation purposes only. 3. **Tagging** - A matching process that identifies the corresponding dataset registered in the data catalogue and tags the datafile accordingly. 4. **Repository** - The final storage location for published files. This is the point at which consumers access the data.   Alternatively, datasets and data platform design may additionally be pushed to a further representative to assist with downstream analysis. |
| **Activities** | The requirement will be for the developers to assist design, developing and building a secure platform that is a multi-tenancy platform, which is capable of hosting multiple tenants and datasets at any one time. To include:   * To provide modern, easy to use data visualisation tools so that findings from analysis can be presented using dashboards and graphical information. * To enable senior stakeholders to convey complex messages more easily within the CO and externally * To simplify the data landscape by providing a single federated platform. * Reduce unnecessary spend within business units on duplicated data technology and tooling, while optimising sharing opportunities. |

|  |  |
| --- | --- |
| **Deliverables** | * To deliver, maintain and support a central “data exchange” allowing Cabinet Office business units to access data from multiple sources across Government * Support the current DSI Platform Business as Usual * To undertake data, ingest analysis for the BFS Technical Spike * To support design of BFS strategic platform * To develop and build the BFS strategic platform   Ensure the below services that constitute the platform are developed and maintained. These are:   * + Data platform provision   + Access to visualisation and tools   + Ongoing platform support   + Regular reporting and monitoring * Deliver the below for security maintenance:   + Security monitoring   + Pen testing   + Threat modelling   + Live service dashboards   + Sprint reporting   + Forums and boards |
| **Purchaser Obligations** | Cabinet Office Digital Delivery Function shall perform the following to enable Issured can provide the Services and deliverables in relation to this Work Package:   * Cabinet Office Digital shall provide access to suitably qualified resources and staff to provide the requirements, documentation and review to enable approval of documents. * Cabinet Office Digital shall be responsible for any communication with suitable IT hardware and software. * Cabinet Office Digital shall provide access to relevant documentation and information which is necessary. * Cabinet Office Digital will provide PMO supporting resource |
| **Assumptions** | * Developers have the skill and knowledge to develop the platform |
| **Constraints** | N / A |

|  |  |
| --- | --- |
| **Dependencies** | * Sufficient funding being granted for the BFS project * Sufficient access to datasets from key data providers Date of Palantir is decommissioned (current data platform solutions BFS use) * BFS delivery plan runs to forecast schedule of March 2024 * The provision of multidisciplinary team of skills to support developers, including: Delivery Manager, Product Manager, Data Architect, Quality Assurance, Business Analysis, User Research * The provision of CO Commercial input into project * The provision of CO Financial input into project |
| **Out of Scope** | * Financial Forecasts and reporting * Project Management and Delivery |
| **Acceptance Criteria** | 10 days’ notice period to be given to contractor |
| **Delivery Date** | 31 March 2024 |

### MANAGEMENT INFORMATION/REPORTING

#### 7.1 As recorded under point 6 above

### VOLUMES

#### 8.1 None noted

### CONTINUOUS IMPROVEMEMNT

#### The Supplier will be expected to continually improve the way in which the re- quired Services are to be delivered throughout the Contract duration.

#### The Supplier should present new ways of working to the Authority during monthly/quarterly Contract review meetings.

#### Changes to the way in which the Services are to be delivered must be brought to the Authority’s attention and agreed prior to any changes being implemented.

### SUSTAINABILITY/SOCIAL VALUE

#### 10.1 None noted

### QUALITY

#### The quality standards required are:

#### All service delivery activity undertaken by the supplier must be com- pliant with the three key government standards governing digital ser- vices;

* Technology Code of Practice,
* Minimum Cyber Security Standard and
* Government Service Standard

#### All service delivery activity undertaken by the supplier must be com- pliant with relevant legislation governing digital services including the:

* Public Sector Bodies (Websites & Mobile Applications)
* Accessibility Regulations 2018,
* the Privacy & Electronic Communications (EC Directive) Regulations 2003,
* General Data Protection Regulation and the Data Protection Act 2018 and others as required.

#### All service delivery activity undertaken by the supplier must be com- pliant with the Web Content Accessibility Guidelines (2.1) and achieve level AA or above.

#### The supplier must hold Cyber Essentials or Cyber Essentials Plus.

#### All supplier personnel with access to production environments or pro- duction data must hold, prior to accessing those production environ- ments, Security Clearance (SC) or above. This also applies to any supplier subcontractors;

#### For the avoidance of doubt all of these SC cleared people need to be identified to the Cabinet Office prior to access of the production environment to allow verification of current approved SC clearance;

### PRICE

#### 12.1 The agreed services will be provided in line with the below rate card

**REDACTED TEXT under FOIA Section 43 Commercial Interests.**

### STAFF AND CUSTOMER SERVICE

#### The Supplier shall provide a sufficient level of resource throughout the duration of the Contract in order to consistently deliver a quality service.

#### The Supplier’s staff assigned to the Contract shall have the relevant qualifica- tions and experience to deliver the Contract to the required standard.

#### The Supplier shall ensure that staff understand the Buyer’s vision and objec- tives and will provide excellent customer service to the Buyer throughout the duration of the Contract.

### SERVICE LEVELS AND PERFORMANCE

#### The Authority will measure the quality of the Supplier’s delivery through ongoing review of activities and outputs against quality standards and the agreed plan, and through adherence to the agreed KPIs;

#### The Supplier will work with the Buyer and provide the Services including agreed reports, actions, service levels and timescales and these will be formally ac- cepted when completed to the satisfaction of the Buyer;

#### The Supplier will provide the Buyer with Monthly reports detailing all work planned, forecast and completed with any issues/recommendations agreed fol- lowing wash-up meetings with the Buyer staff;

#### The Supplier will provide the Buyer monthly spend reports as well as forecasts on a monthly basis;

#### In the event of early termination of the contract due to conditions as per 10.4 of the core terms the Supplier must return to the Authority any Authority equipment and or materials used or produced during the services.

### SECURITY AND CONFIDENTIALITY REQUIREMNTS

#### The Supplier shall ensure that all staff supporting the authority hold UK National Security Vetting to “Security Check” (SC) level.

#### The Supplier shall maintain compliance with ISO 27001:2013 and ISO 27018:2014, or Cyber Essentials Plus, or equivalent, and shall also ensure that any third parties used by it in the course of the service provision and deemed critical to the service, shall adopt a systematic approach to managing infor- mation so that it remains secure.

#### Any OFFICIAL-SENSITIVE information shall be shared on a need to know ba- sis and made accessible to named team members with the appropriate UK Na- tional Security Vetting only.

### PAYMENT AND INVOICING

#### A purchase order will be raised once the Contract has been signed. The pur- chase order is a vehicle for payment and not a firm commitment of spend.

#### Payment can only be made following satisfactory delivery of pre-agreed certi- fied products and deliverables.

#### The Supplier shall submit invoices by email to [apinvoices-cab-u@gov.sscl.com](mailto:apinvoices-cab-u@gov.sscl.com) and follow the below criteria:

#### The invoice must include the purchase order number

#### All invoices must be in PDF format attached directly to the email.

#### Each invoice may only be provided in a single file, including all supporting doc- umentation. Additional or separate supporting documentation should not be at- tached as a separate file.

#### Multiple invoices can be attached to one email but each invoice must be in a separate PDF (with no additional supporting files as described above).

#### Invoices must not be password protected.

#### The total size of the email must not exceed 4MB.

#### Before payment can be considered, each invoice must include a detailed ele- mental breakdown of work completed and the associated costs.

### CONTRACT MANAGEMENT

#### The Supplier will facilitate monthly (or as otherwise agreed) contract review meetings with the Cabinet Office.

#### Attendance at contract review meetings shall be at the Supplier’s own expense.

### LOCATION

#### The Services will be delivered to various Cabinet Office locations throughout London as appropriate.

# Schedule 2: Call-Off Contract charges

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

|  |  |  |  |
| --- | --- | --- | --- |
| Workstream | Year 1  12 Month Period (budget approved) Start date 1 April 23  End date 31 Mar 24 | First Optional Extension 6 Month Period  (subject to budgetary approval) Start date 1 April 24  End date 30 Sept 24 | Second Optional Extension 6 Month Period  (subject to budgetary approval) Start date 1 Oct 24  End date 31 Mar 25 |
| Discovery Science and Insights Platform (DSI) Single-data platform | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |
| Machinery of Government (MOG) changes; | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |
| End-User Computing | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |
| M365 migration support (Falcon Prog) | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |
| M365 migration support (supplementing team) | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |
| **TOTALS** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** | **REDACTED TEXT under FOIA Section 43 Commercial Interests.** |

Using the below G-Cloud 13 rate card:

**REDACTED TEXT under FOIA Section 43 Commercial Interests**

Schedule 3: Collaboration agreement – N/A

##### This Schedule 3 Collaboration Agreement is not applicable for this Call-Off Contract.

This agreement is made on [enter date] between:

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

Whereas the:

* + - * Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
      * Collaboration Suppliers now wish to provide for the ongoing cooperation of the

Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

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

## Definitions and interpretation

* 1. As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:
     1. “Agreement” means this collaboration agreement, containing the Clauses and Schedules
     2. “Call-Off Contract” means each contract that is let by the Buyer to one of the Collaboration Suppliers
     3. “Contractor’s Confidential Information” has the meaning set out in the Call-Off Contracts
     4. “Confidential Information” means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
     5. “Collaboration Activities” means the activities set out in this Agreement
     6. “Buyer Confidential Information” has the meaning set out in the Call-Off

Contract

* + 1. “Default” means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 “Detailed Collaboration Plan” has the meaning given in clause 3.2
    2. “Dispute Resolution Process” means the process described in clause 9
    3. “Effective Date” means [insert date]
    4. “Force Majeure Event” has the meaning given in clause

11.1.1

* + 1. “Mediator” has the meaning given to it in clause 9.3.1
    2. “Outline Collaboration Plan” has the meaning given to it in clause 3.1
    3. “Term” has the meaning given to it in clause 2.1
    4. "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales
  1. General
     1. As used in this Agreement the:
        1. masculine includes the feminine and the neuter
        2. singular includes the plural and the other way

around

* + - 1. A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.
    1. Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.
    2. References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.
    3. Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
    4. The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## Term of the agreement

* 1. This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call- Off Contract (the “Term”).
  2. A Collaboration Supplier’s duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

## Provision of the collaboration plan

* 1. The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the

Collaboration Activities they require from each other (the “Outline Collaboration Plan”).

* 1. Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the “Detailed Collaboration Plan”). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier’s respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
  2. The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
  3. The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
     1. approve the Detailed Collaboration Plan
     2. reject the Detailed Collaboration Plan, giving reasons for the rejection
  4. The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
  5. If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

## Collaboration activities

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

## Invoicing

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

## Confidentiality

* 1. Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
  2. Each Collaboration Supplier warrants that:
     1. any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
     2. any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
     3. it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
     4. neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
  3. The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
     1. or becomes public knowledge other than by breach of this clause 6
     2. in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
     3. received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
     4. independently developed without access to the Confidential Information
     5. required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
  4. The Buyer’s right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier’s Confidential Information provided under this Agreement and the Collaboration Supplier’s right, obligations and liabilities in relation to using and disclosing any of the Buyer’s Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

## Warranties

* 1. Each Collaboration Supplier warrant and represent that:
     1. it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
     2. its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes
  2. Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## Limitation of liability

* 1. None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
  2. Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
  3. Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
  4. Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
  5. Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6

(excluding clause 6.4, which will be subject to the limitations of liability set out in the

[relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

* + 1. indirect loss or damage
    2. special loss or damage
    3. consequential loss or damage
    4. loss of profits (whether direct or indirect)
    5. loss of turnover (whether direct or indirect)
    6. loss of business opportunities (whether direct or indirect)
    7. damage to goodwill (whether direct or indirect)
  1. Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
     1. additional operational or administrative costs and expenses arising from a Collaboration Supplier’s Default
     2. wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

## Dispute resolution process

* 1. All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
  2. If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
  3. The process for mediation and consequential provisions for mediation are:
     1. a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator
     2. the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
     3. unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
     4. if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
     5. failing agreement, any of the parties may invite the Mediator to provide a nonbinding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in

evidence in any proceedings relating to this Agreement without the prior written consent of all the parties

* + 1. if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts
  1. The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## Termination and consequences of termination

#### Termination

* + 1. The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier’s [respective contract] [Call-Off Contract].
    2. Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

#### Consequences of termination

* + 1. Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.
    2. Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## General provisions

#### Force majeure

* + 1. For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
    2. Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
    3. A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
    4. The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the

affected party, and any action the affected party proposes to take to mitigate its effect.

* + 1. The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

#### Assignment and subcontracting

* + 1. Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.
    2. Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

#### Notices

* + 1. Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.
    2. For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

#### Entire agreement

* + 1. This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.
    2. Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.
    3. Nothing in this clause 11.4 will exclude any liability for

fraud.

#### Rights of third parties

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

#### Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a

provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

#### Variations

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

#### No waiver

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

#### Governing law and jurisdiction

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

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

##### For and on behalf of the Buyer

Signed by:

Full name (capitals): Position:

Date:

##### For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

##### For and on behalf of the

##### [Company name]

Signed by:

Full name (capitals): Position:

Date:

##### For and on behalf of the [Company name]

Signed by:

Full name (capitals): Position:

Date:

##### For and on behalf of the [Company name]

Signed by:

Full name (capitals): Position:

Date:

##### For and on behalf of the [Company name]

Signed by:

Full name (capitals): Position: Date:

##### For and on behalf of the [Company name]

Signed by:

Full name (capitals): Position:

Date:

## Collaboration Agreement Schedule 1: List of contracts

|  |  |  |
| --- | --- | --- |
| **Collaboration supplier** | **Name/reference of contract** | **Effective date of contract** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

Collaboration Agreement Schedule 2:

Outline Collaboration Plan is not applicable in this Call-Off Contract

# Schedule 4: Alternative clauses

##### This Schedule 4: Alternative Clauses is not applicable for this Call-Off Contract

## Introduction

* 1. This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

Clauses:

## Clauses selected

* 1. The Customer may, in the Order Form, request the following alternative
     1. Scots Law and Jurisdiction
     2. References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call- Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.
     3. Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.
     4. References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for ‘FoIA/Freedom of Information Act’ to be replaced with Freedom of Information (Scotland) Act 2002.
     5. Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.
     6. References to “tort” will be replaced with “delict” throughout
  2. The Customer may, in the Order Form, request the following Alternative

Clauses:

* + 1. Northern Ireland Law (see paragraph 2.3, 2.4, 2.5,

2.6 and 2.7 of this Schedule)

## Discrimination

* + 1. The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:
* Employment (Northern Ireland) Order 2002
* Fair Employment and Treatment (Northern Ireland) Order 1998
* Sex Discrimination (Northern Ireland) Order 1976 and 1988
* Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
* Equal Pay Act (Northern Ireland) 1970
* Disability Discrimination Act 1995
* Race Relations (Northern Ireland) Order 1997
* Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
* Employment Equality (Age) Regulations (Northern Ireland) 2006
* Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
* Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
* The Disability Discrimination (Northern Ireland) Order 2006
* The Employment Relations (Northern Ireland) Order 2004
* Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
* Employment Relations (Northern Ireland) Order 2004 ● Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

* + - 1. persons of different religious beliefs or political opinions
      2. men and women or married and unmarried persons
      3. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
      4. persons of different racial groups (within the meaning of the Race

Relations (Northern Ireland) Order 1997)

* + - 1. persons with and without a disability (within the meaning of the

Disability Discrimination Act 1995)

* + - 1. persons of different ages
      2. persons of differing sexual orientation
    1. The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

## Equality policies and practices

* + 1. The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.
    2. The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:
       1. the issue of written instructions to staff and other relevant persons
       2. the appointment or designation of a senior manager with responsibility for equal opportunities
       3. training of all staff and other relevant persons in equal opportunities and harassment matters
       4. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

* + 1. The Supplier will inform the Customer as soon as possible in the event of:

1. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
2. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

* + 1. The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.
    2. The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier’s compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

## Equality

* + 1. The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
    2. The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## Health and safety

* + 1. The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
    2. While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
    3. The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
    4. The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.
    5. The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

## Criminal damage

* + 1. The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising

directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

* + 1. If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a

claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

* + 1. The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the

Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer’s cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

* + 1. The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee – N/A

##### This Schedule 5 Guarantee is not applicable for this Call-Off Contract

A Guarantee should only be requested if the Supplier’s financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary’s requirements.

This deed of guarantee is made on [**insert date, month, year]** between:

and

1. [**Insert the name of the Guarantor]** a company incorporated in England and Wales with number [insert company number] whose registered office is at [i**nsert details of the guarantor's registered office**] [or a company incorporated under the Laws of

[**insert country**], registered in [**insert country**] with number [**insert number**] at [**insert place of registration**], whose principal office is at [**insert office details**]]('Guarantor'); in favour of

1. The Buyer whose offices are [**insert Buyer’s official address**] (‘Beneficiary’) **Whereas:**
   1. The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
   2. It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn’t needed then the section below and other references to the guarantee should be deleted.

Suggested headings are as follows:

* Demands and notices
* Representations and Warranties
* Obligation to enter into a new Contract
* Assignment
* Third Party Rights
* Governing Law
* This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

|  |  |
| --- | --- |
| **Guarantor company** | [**Enter Company name**] **‘Guarantor’** |
| **Guarantor company address** | [**Enter Company address**] |
| **Account manager** | [**Enter Account Manager name]** |
| Address: [**Enter Account Manager address]** |
| Phone: [**Enter Account Manager phone number]** |
| Email: [**Enter Account Manager email**] |
| Fax: [**Enter Account Manager fax** if applicable] |

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

## Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

|  |  |
| --- | --- |
| **Term** | **Meaning** |
| **Call-Off Contract** | Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date]. |
| **Guaranteed Obligations** | Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract. |
| **Guarantee** | Means the deed of guarantee described in the Order Form (Parent Company Guarantee). |

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words ‘other’ and ‘otherwise’ are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

* reference to a gender includes the other gender and the neuter
* references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
* any phrase introduced by the words ‘including’, ‘includes’, ‘in particular’, ‘for example’ or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

## Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

* fully perform or buy performance of the guaranteed obligations to the Buyer
* as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

## Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original

obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

## Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

##### [Enter Address of the Guarantor in England and Wales]

[**Enter Email address of the Guarantor representative**] For the Attention of [**insert details**]

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

* delivered by hand, at the time of delivery
* posted, at 10am on the second Working Day after it was put into the post
* sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary’s protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

* any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
* any amendment to or termination of the Call-Off Contract
* any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
* the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

* it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
* it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
* if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same

were fully valid and enforceable and the Guarantor were principal debtor

* the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non- performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

* obtain judgment against the Supplier or the Guarantor or any third party in any court
* make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
* take any action against the Supplier or the Guarantor or any third party
* resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer’s rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

## Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

* the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
* has the capacity to sue or be sued in its own name
* the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
* the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
* the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract

following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

* + the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
  + the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
  + all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

## Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

## Guarantor’s acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this

Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of

Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

## Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

## Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

## Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

## Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of

venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers [**enter the Supplier name**] [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number [**insert fax number**] from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[**Insert name of the Guarantor**] acting by [**Insert names**]

Director Director/Secretary

# Schedule 6: Glossary and interpretations

|  |  |
| --- | --- |
| **Buyer Software** | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services |
| **Call-Off Contract** | This call-off contract entered into following the provisions of the  Framework Agreement for the provision of Services made between the Buy and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |

In this Call-Off Contract the following expressions mean:

|  |  |
| --- | --- |
| **Expression** | **Meaning** |
| **Additional Services** | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request. |
| **Admission Agreement** | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| **Application** | The response submitted by the Supplier to the Invitation to Tender (known a the Invitation to Apply on the Platform). |
| **Audit** | An audit carried out under the incorporated Framework Agreement clauses. |
| **Background IPRs** | For each Party, IPRs:   * owned by that Party before the date of this Call-Off Contract   (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know- How, documentation and processes   * created by the Party independently of this Call-Off Contract, or   For the Buyer, Crown Copyright which isn’t available to the Supplier otherwi than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software. |
| **Buyer** | The contracting authority ordering services as set out in the Order Form. |
| **Buyer Data** | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |
| **Buyer Personal Data** | The Personal Data supplied by the Buyer to the Supplier for purposes of, or connection with, this Call-Off Contract. |
| **Buyer Representative** | The representative appointed by the Buyer under this Call-Off Contract. |

|  |  |
| --- | --- |
| **Charges** | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| **Collaboration Agreement** | An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer’s Services and to ensure that the Buyer receives end-to-end services across its IT estate. |
| **Commercially Sensitive Information** | Information, which the Buyer has been notified about by the Supplier in writi before the Start date with full details of why the Information is deemed to be commercially sensitive. |
| **Confidential Information** | Data, Personal Data and any information, which may include (but isn’t limite to) any:   * information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from an of the above * other information clearly designated as being confidential or which ought reasonably to be considered to be confidential (whether or no is marked 'confidential'). |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation Tax Act 201 'Controls' and 'Controlled' will be interpreted accordingly. |
| **Controller** | Takes the meaning given in the UK GDPR. |
| **Crown** | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the Nation Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |

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| **Data Loss Event** | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |

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| **Data Protection Impact Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing the protection of Personal Data. |
| **Data Protection Legislation (DPL)** | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to  the extent that it relates to Processing of Personal Data and privacy  (iii) all applicable Law about the Processing of Personal Data and privacy. |
| **Data Subject** | Takes the meaning given in the UK GDPR |
| **Default** | Default is any:   * breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) * other default, negligence or negligent statement of the Supplier, of i Subcontractors or any Supplier Staff (whether by act or omission), i connection with or in relation to this Call-Off Contract   Unless otherwise specified in the Framework Agreement the Supplier is liab to CCS for a Default of the Framework Agreement and in relation to a Defau of the Call-Off Contract, the Supplier is liable to the Buyer. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) . |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental Information Regulations or EIR** | The Environmental Information Regulations 2004 together with any guidanc or codes of practice issued by the Information  Commissioner or relevant government department about the regulations. |
| **Equipment** | The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leas or loaned from CCS or the Buyer) in the performance of its obligations unde this Call-Off Contract. |

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| **ESI Reference Number** | The 14 digit ESI reference number from the summary of the outcome scree of the ESI tool. |

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| **Employment Status Indicator test tool or ESI tool** | The HMRC Employment Status Indicator test tool. The most up-to date version must be used. At the time of drafting the tool may be found here: https://[www.gov.uk/guidance/check-employment-status-fortax](http://www.gov.uk/guidance/check-employment-status-fortax) |
| **Expiry Date** | The expiry date of this Call-Off Contract in the Order Form. |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance their obligations arising from any:   * acts, events or omissions beyond the reasonable control of the affected Party * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare * acts of government, local government or Regulatory Bodies * fire, flood or disaster and any failure or shortage of power or fuel * industrial dispute affecting a third party for which a substitute third party isn’t reasonably available   The following do not constitute a Force Majeure event:   * any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain * any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure * the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into * any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.13 together with the Framework Schedules. |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attemptin to defraud or conspiring to defraud the Crown. |

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| **Freedom of Information Act or FoIA** | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation. |
| **G-Cloud Services** | The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| **UK GDPR** | The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679). |
| **Good Industry Practice** | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same o similar circumstances. |
| **Government Procurement Card** | The government’s preferred method of purchasing and payment for low valu goods or services. |
| **Guarantee** | The guarantee described in Schedule 5. |
| **Guidance** | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidan and the Crown Commercial Service guidance, current UK government guidance will take precedence. |
| **Implementation Plan** | The plan with an outline of processes (including data standards for migratio costs (for example) of implementing the services which may be required as part of Onboarding. |
| **Indicative test** | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. |
| **Information** | Has the meaning given under section 84 of the Freedom of Information Act 2000. |
| **Information security management system** | The information security management system and process developed by th Supplier in accordance with clause 16.1. |
| **Inside IR35** | Contractual engagements which would be determined to be within the scop of the IR35 Intermediaries legislation if assessed using the ESI tool. |

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| **Insolvency event** | Can be:   * a voluntary arrangement * a winding-up petition * the appointment of a receiver or administrator * an unresolved statutory demand * a Schedule A1 moratorium * a Dun & Bradstreet rating of 10 or less |
| **Intellectual Property Rights or IPR** | Intellectual Property Rights are:   * copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How trade secrets and other rights in Confidential Information * applications for registration, and the right to apply for registration, for an of the rights listed at (a) that are capable of being registered in any country or jurisdiction * all other rights having equivalent or similar effect in any country or jurisdiction |
| **Intermediary** | For the purposes of the IR35 rules an intermediary can be:   * the supplier's own limited company * a service or a personal service company * a partnership   It does not apply if you work for a client through a Managed Service Compa (MSC) or agency (for example, an employment agency). |
| **IPR claim** | As set out in clause 11.5. |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affe tax and National Insurance where a Supplier is contracted to work for a clie through an Intermediary. |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. |
| **Know-How** | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G Cloud Services but excluding know-how already in the Supplier’s or Buyer’s possession before the Start date. |
| **Law** | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law or directives or requirements with which the relevant Party is bound to comp |

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| **Loss** | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, intere and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly. |
| **Lot** | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, o cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operatio is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| **Management Charge** | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (ne of VAT) in each month throughout the duration of the Framework Agreemen and thereafter, until the expiry or End of any Call-Off Contract. |
| **Management Information** | The management information specified in Framework Agreement Schedule |
| **Material Breach** | Those breaches which have been expressly set out as a Material Breach an any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| **Ministry of Justice Code** | The Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |
| **New Fair Deal** | The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 20 as amended. |
| **Order** | An order for G-Cloud Services placed by a contracting body with the Suppli in accordance with the ordering processes. |
| **Order Form** | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services. |
| **Ordered G-Cloud Services** | G-Cloud Services which are the subject of an order by the Buyer. |
| **Outside IR35** | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool. |

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| **Party** | The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly. |
| **Personal Data** | Takes the meaning given in the UK GDPR. |
| **Personal Data Breach** | Takes the meaning given in the UK GDPR. |
| **Platform** | The government marketplace where Services are available for Buyers to bu |
| **Processing** | Takes the meaning given in the UK GDPR. |
| **Processor** | Takes the meaning given in the UK GDPR. |
| **Prohibited act** | 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:   * induce that person to perform improperly a relevant function or activity * reward that person for improper performance of a relevant function or activity * commit any offence: o under the Bribery Act 2010   + under legislation creating offences concerning Fraud o at common Law concerning Fraud   + committing or attempting or conspiring to commit Fraud |
| **Project Specific IPRs** | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs. |
| **Property** | Assets and property including technical infrastructure, IPRs and equipment. |
| **Protective Measures** | Appropriate technical and organisational measures which may include: 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 mann after an incident, and regularly assessing and evaluating the effectiveness o such measures adopted by it. |

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| **PSN or Public Services Network** | The Public Services Network (PSN) is the government’s high-performance network which helps public sector organisations work together, reduce duplication and share resources. |
| **Regulatory body or bodies** | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. |
| **Relevant person** | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. |
| **Relevant Transfer** | A transfer of employment to which the employment regulations applies. |
| **Replacement Services** | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the service after the expiry or Ending or partial Ending of the Call-  Off Contract, whether those services are provided by the Buyer or a third party. |
| **Replacement supplier** | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). |
| **Security management plan** | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. |
| **Services** | The services ordered by the Buyer as set out in the Order Form. |
| **Service data** | Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data. |
| **Service definition(s)** | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn’t limited to, those items listed in Clause 2 (Services) of the Framework Agreement. |

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| **Service description** | The description of the Supplier service offering as published on the Platform |
| **Service Personal Data** | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call- Contract. |
| **Spend controls** | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://[www.gov.uk/service-manual/agile-delivery/spend-controlsche ck-if-yo](http://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-yo) need-approval-to-spend-money-on-a-service |
| **Start date** | The Start date of this Call-Off Contract as set out in the Order Form. |
| **Subcontract** | Any contract or agreement or proposed agreement between the Supplier an 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. |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off  Contract) and its servants or agents in connection with the provision of G-  Cloud Services. |
| **Sub processor** | Any third party appointed to process Personal Data on behalf of the Supplie under this Call-Off Contract. |
| **Supplier** | The person, firm or company identified in the Order Form. |
| **Supplier Representative** | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract. |
| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| **Supplier Terms** | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier’s Application. |

# Schedule 7: UK GDPR Information

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| **Term** | The term of this Call-Off Contract as set out in the Order Form. |
| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

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. The contact details of the Buyer’s Data Protection Officer are: **REDACTED TEXT under FOIA Section 40 Personal Interests.**
  2. The contact details of the Supplier’s Data Protection Officer are:

**REDACTED TEXT under FOIA Section 40 Personal Interests.**

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

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| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor** |
|  | The Parties acknowledge that in accordance with |
|  | 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 |
|  | None |
|  | **The Supplier is Controller and the** |
|  | **Buyer is Processor** |
|  | The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the  Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:  None  **The Parties are Joint Controllers**  The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:  None  **The Parties are Independent Controllers of Personal Data**  The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:   * Business contact details of Supplier Personnel for which the Supplier is the Controller, * Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel engaged in the performance of the Buyer’s duties |
| Duration of the Processing | Up to 7 years after the expiry or termination of the Framework Agreement |

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| Nature and purposes of the Processing | To facilitate the fulfilment of the Supplier’s obligations arising under this Framework Agreement including   1. Ensuring effective communication between the Supplier and CSS 2. Maintaining full and accurate records of every Call-Off Contract arising under the   Framework Agreement in accordance with Clause 7.6 |
| Type of Personal Data | Includes:  Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement  Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement,  Contact details, and communications with, Sub- contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement |

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| Categories of Data Subject | Includes:   1. CSS staff concerned with management of the Framework Agreement 2. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement 3. Sub-contractor staff concerned with fulfilment of the Supplier’s obligations arising from this Framework Agreement 4. Supplier staff concerned with fulfilment of the Supplier’s obligations arising under this Framework Agreement |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law  to preserve that type of data | All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder |

# Annex 2: Joint Controller Agreement – N/A