Crown Commercial Service

G-Cloud 12 Call-Off Contract

Buyer = UK Health Security Agency

Supplier = Civica UK Limited

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

Part A: Order Form

Digital Marketplace service ID number	377695172008623
Call-Off Contract reference	C74412
Call-Off Contract title	Trac Recruitment System
Call-Off Contract description	E-recruitment applicant tracking system
Start date	from 4th April 2022
Expiry date	until 3rd April 2024
Call-Off Contract value	[redacted] £28,080[redacted]
Charging method	Invoice / Bank Giro Credit
Purchase order number	[Required Field]
Purchase Order Number (DBS Checks)	[Required Field]

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

From: the Buyer	The Secretary of State for Health and Social Care as part of the Crown through the UK Health Security Agency Buyer's main address: Nobel House, 17 Smith Square, London, SW1P 3HX
To: the Supplier	Civica UK Limited [redacted] Supplier's address: Southbank Central 30 Stamford Street London

	England, SE1 9LQ Company number: **01628868**
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Head of recruitment Operations Name: [redacted] Email: [redacted] Phone: [redacted]
For the Supplier:	Title: Contracts Manager Name: [redacted] Email: [redacted] Phone: [redacted]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 4th April 2022 and is valid for 24 months.
Ending (Termination):	Clause 18.1 will apply to this Call-Off Contract
Extension period:	This Call-off Contract can be extended by the Buyer for **1** period(s) of up to 12 months, by giving the Supplier **3 months** written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: * Licence for the use of the Trac Recruitment System (System Licence)
Additional Services:	a. Electronic DBS applications b. Ad hoc support and developments. c. Additional ad hoc training. d. Recruitment support. e. Integration with Third Party systems.

<table>
<tr><td>Location:</td><td>The Services will be delivered to UKHSA remotely or as required by the business.</td></tr>
<tr><td>Number of employees: (primary licence)</td><td>Number of employees = [redacted]

Note: the figure used for "Employees", which is used for calculating the licence fee, will be the higher of either "Head Count", "Whole Time Equivalent (WTE)" or "Establishment".
It DOES need to include active members of the staff bank (who have not already been counted as employees) and doctors on training programmes who are paid directly by the Buyer.
It DOES NOT need to include volunteers or people on “honorary contracts”.</td></tr>
<tr><td>Additional licences: (if applicable)</td><td>
<table>
<tr><th>Name of Organisation</th><th>Headcount</th><th>Monthly Cost</th></tr>
<tr><td>[enter details of any additional licences if applicable]</td><td>[Enter number]</td><td>[Enter cost]</td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>Additional Services (if applicable)</td><td>
<table>
<tr><th>Description</th><th>Cost</th><th>Period/ Frequency</th></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
<tr><td></td><td></td><td></td></tr>
</table>
</td></tr>
<tr><td>Quality standards:</td><td>The quality standards required for this Call-Off Contract are:
ISO27001 – Information Security Management
ISO22301 – Business Continuity Management</td></tr>
<tr><td>Technical standards:</td><td>The technical standards required for this Call-Off Contract are that buyer’s staff will need access to computers with internet access and a modern web browser (Internet Explorer Version 11 or later) to be able to use the system.</td></tr>
<tr><td>Service level agreement:</td><td>The service level and availability criteria required for this Call-Off Contract are as stated in the Service Definition.</td></tr>
<tr><td>Offboarding:</td><td>The offboarding plan for this Call-Off Contract is as stated in the Service Definition document.</td></tr>
<tr><td>Limit on Parties’ liability:</td><td>The annual total liability for all other defaults will not exceed the greater of £100,000 or 125% of the Licence fee charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</td></tr>
<tr><td>Insurance:</td><td>The insurance(s) required will be:
a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract
professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)
employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</td></tr>
</table>

<table>
<tr><td>Force majeure:</td><td>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</td></tr>
<tr><td>Audit:</td><td>Not required.</td></tr>
<tr><td>Buyer's responsibilities:</td><td>The Trac Recruitment System is not an HR system and Buyers are responsible for making a permanent copy of successful applicants' files.

In addition, the Buyer is responsible for:
a) Providing suitably qualified and experienced named personnel in the roles listed below. The Buyer to notify the Supplier promptly if any of these change.
b) Ensuring that recruitment staff are available for all the training planned for the on-boarding.
c) Providing suitable rooms with appropriate equipment for the training that will be provided on the Buyer's premises.
d) To plan and deliver appropriate training to the Buyer's managers who will be using the system.
<table>
<tr><th>Role</th><th>Name and email address</th></tr>
<tr><td>The "Buying Manager" who shall have authority to contractually bind the Buyer on matters relating to the Services;</td><td>[redacted]</td></tr>
<tr><td>The "Lead System Manager" who will be the main point of contact between the Buyer and Supplier and will have the authority to request changes to the Services;</td><td>[redacted]</td></tr>
<tr><td>The Buyer's Data Protection Officer" who shall be responsible for all matters relating to Personal Data and data protection for the Buyer;</td><td>[redacted]</td></tr>
<tr><td>The "Lead DBS Disclosure Manager", who will ensure that the Buyer and its employees are using the System in accordance with the DBS Code, where the Services include DBS Applications.</td><td>[redacted]</td></tr>
</table></td></tr>
<tr><td>Buyer's equipment:</td><td>The Buyer's equipment to be used with this Call-Off Contract includes computers with internet access.</td></tr>
</table>

Supplier's information

Subcontractors or partners	The supplier is a member of the Civica group of companies and any part of the company any be used to deliver parts of this service. Trac and Civica do not use any external sub-contractors.

Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is Bank Giro Credit.

Payment profile	The payment profile for this Call-Off Contract is: a) System Licence Fee - invoiced three monthly, in advance b) electronic DBS applications - invoiced in arrears based on actual number of checks requested and submitted. c) Ad hoc support and developments - invoiced on order d) Additional training - invoiced on agreement of training dates e) Recruitment Support - monthly in arrears based on volumes
Invoice details	The Supplier will issue electronic invoices at frequencies stated above. The Buyer will pay the Supplier within 30 days of issue of a valid invoice.
Who and where to send invoices to	Invoices will be sent to: PHE ACCOUNTS PAYABLE TEAM FINANCIAL ACCOUNTING SERVICES PHE PORTON DOWN, MANOR FARM ROAD SALISBURY,Wiltshire SP4 0JG United Kingdom Email: [redacted]
Buyer's officer who will authorise payment of invoices:	[redacted] Officer's phone number Officer's email address: [redacted]
Invoice information required	All invoices must include; purchase order, project reference etc.
Invoice frequency	Invoices will be sent to the Buyer as follows: a (Licence fee) – 3 monthly in advance b (Ad hoc developments) and (training) on order c (DBS checks) invoiced monthly in arrears based on actual volumes d (Recruitment Support) – Monthly in arrears as dependent on volumes.
Call-Off Contract charges	The breakdown of the charges is: [redacted]

	[redacted]

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: Annual review meetings, held on Buyer's premises, on dates to be agreed by both parties. **Exit/Off boarding:** Buyer's have full access to all their own application and vacancy data and this can be extracted, by authorised staff, in CSV files. If additional support or bespoke exports are required these can be provided at the normal Ad-hoc Support rates. Further details relating to creating exit plans and off-boarding are in the Service Definition document.

Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: **Annex 1**

1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.

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

Signed:	Supplier	Buyer
Name:	[redacted]	[redacted]
Title:	Managing Director	Digital & Technology Category Lead
Signature:	[redacted]	[redacted]
Date:	[redacted]	[Enter text][redacted]

Schedule 1 – Services and Supplier Proposal

a. System licence fee
b. System start-up/onboarding
c. Electronic DBS applications
d. Ad hoc support and developments.
e. Additional ad hoc training.
f. Recruitment support (subject to availability)

Trac ATS

Delivering savings for UK HSA through streamlining & automation

After speaking to you we understand you want information on the following subjects:

1) **Delivery methodology** – focusing on license and support, as no implementation is needed for UKHSA
2) **Pricing**
3) **Roles and responsibilities**
4) **SLA's**
5) **Contract management plans** - from establishing the business case and confirmation of need through to relationship management and reviewing performance.
6) **Security and data** – certificates and processes
7) **Exit plan**

Below is information on the subjects you asked us to cover, additionally we have responded with ways we have enhanced the service and demonstrated how we have driven efficiency for our customers.

We'd like to build upon and strengthen our relationship with the UK Health Security Agency and would welcome you to participate in our next pilot scheme, or user group event to have a bigger voice at the table. Let us know if you'd like to increase our meetings and communications with you, at no expense, it's important that you are getting the maximum efficiencies and benefits out of Trac. We have found sometimes over the years as the team changes, or processes change, we need to retrain or tune the system slightly to optimise this.

"Trac has transformed our recruitment service, we now have an efficient, effective solution for both applicants and recruiting staff: saving us time and money which has enabled us to increase our workforce to meet the needs of our citizens."

[redacted]

1) Delivery methodology

Trac is a SaaS, web browser based system, accessible via an internet connection, it can be used on a platform and is device agnostic. The system is supported by a UK based team of system experts.

UK Health Security Agency have a dedicated Trac support team available via email and telephone. Our HelpDesk is available Monday-Friday, 08.30-17.30 and can provide day-to-day system support when required. With over 200 public sector organisations now using Trac, we have a wealth of knowledge on recruitment practices as well as system functionality. Where required we can offer advice on best practice and our Projects & On-boarding team work closely with organisations ensuring that any gaps in knowledge are covered within our review meetings or in bespoke training.

As well as a dedicated team to offer support, The Trac Recruitment System offers other methods of support and training.

- Trac has a comprehensive online User Guide that covers all aspects of the system and includes video tutorials for recruiting managers as well as step-by-step guides for other users such as the recruitment team. A clear FAQ page is also embedded within the candidate account to guide users through the application process.

- To support in any internal training that might be required, a training environment allows all client end users to test and understand functionality. The training site is regularly updated to include any upcoming features ahead of the release, giving all users the opportunity to review these.

- A Forum is available to those with superuser access rights and offers a great tool for communicating with other Trac users. This provides a real insight into the workings of similar organisations to support in challenges experienced within recruitment and HR.

The online help outlined above will ensure a self-service approach for client end users and candidates, however if any additional support is required the helpdesk is available for both email and telephone support. Escalations can be made to a senior member of the Civica team when any second/third line technical support is required.

2) Pricing

[redacted]

This is for a 2 year fixed + optional extension of 1 year.

Additional Service

eDBS (Electronic Disclosure and Barring Certification Application Service)

[redacted]

3) Roles and responsibilities

Trac implements a role-based security model enabling users to access and action only what they need to, this access is allocated by Employer Superusers or 'Team Managers' within UK Health Security Agency. There are three types of user roles, and the role you've been assigned will affect the level of access you have on the system:

1. Vacancy roles:

Users are assigned to vacancy roles (e.g. the appointing manager or shortlister). These roles will limit the users permissions depending on the vacancy status. For example, a member of the interview panel will be able to access Trac once the vacancy reaches this stage, but not before. As well as access, vacancy roles also limit tasks the user can complete, such as deciding on a final shortlist.

2. Team access:

Members of the Recruitment/HR Team are granted access to individuals teams based on their roles meaning that users access can be restricted where required.

This access can be limited to view or edit and can be restricted to each stage of the system. For example, a member of the HR Team could be given access to view interview, but will be unable to see any other stages.

Higher access can be granted to each member of the team to allow the ability to run reports, access equal opportunities data and more

3. Employer roles:

Further access outside of the team access can be granted to certain users where required. These users will not need to have access to any vacancy data. Examples of this include:

a. Comms Template Editor – allowing the user the ability to make amendments to UK Health Security Agency template emails and letters

b. Workforce Information Officer – allowing the user to upload updated costcode structures

c. Superuser – granting the user the ability to edit employer settings such as KPI's and also maintain all other access levels within the system.

4) SLA's

Civica UK Limited will use its reasonable endeavours to make the online Trac Recruitment System and online Trac DBS eBulk System available for 99.9% of the time between 08.00hrs and midnight every day (excluding weekends, bank holidays in England and Wales and scheduled or notified downtime of which the buyer has been notified). Civica UK Limited will use its reasonable endeavours to give the buyer as much notice as possible of scheduled downtime.

Service availability shall be calculated as follows:

- Availability is calculated over a rolling 3-calendar month period.
- Unavailability calculations shall include only unavailability periods where the cause of unavailability is the sole and direct responsibility of Civica UK Limited and/or its subcontractors.
- Unavailability calculations shall not include periods of scheduled or notified maintenance.
- If in any one day (midnight to midnight) the total unavailability from all incidents causing unavailability is 30 minutes or more then all the unavailability for that day shall be included in the service availability calculations. If the total unavailability from all incidents causing unavailability is less than 30 minutes then the unavailability for that day shall not be included in the service availability calculations.
- The vast majority of usage of the Trac Recruitment System and Trac DBS eBulk System occurs during UK waking hours and, of that, the majority occurs during office hours. Therefore any service unavailability that occurs overnight will have a trivial customer impact when compared with unavailability occurs during office hours. Service availability shall be monitored and logged via the Civica UK Limited's off-site monitoring systems.

A detailed level description of services and implementation can be found in the service definition document:

Service Definition - Trac Recruitment Syst

5) Contract management plans

Trac is a hands on team that guide you and go over and above to deliver the best solution for the client every time. From the first meeting, we make sure every voice is heard and every stoned is overturned to configure the system right for the customer. We then check back regularly to make sure the most efficiency is being derived from the system.

For many customers, we help with business cases to implement the software, not just the initial procurement, but throughout the lifecycle of new modules, etc.

Throughout the life of your contract with Trac, your dedicated support team are some of the most knowledge and caring people you could have working for you. How the support works:

As outlined above, UK Health Security Agency have a dedicated Trac support team available via email and telephone. The support Team Leader will be the primary contact and act as the account manager, answering any system questions that UK Health Security Agency have. This regular contact ensures the relationship between Civica UK and UK Health Security Agency is ongoing throughout the life of the contract.

In addition to the dedicated Support Team, Civica UK will hold review meetings periodically with UK Health Security Agency to ensure any bigger concerns are addressed, including performance management and identifying any areas of the system that could be utilised more effectively. The meetings are a good opportunity to discuss best practise in Trac and also any future development suggestions that would benefit UK Health Security Agency, again making sure that you are getting the most out of the system and incorporating any new functionality into your processes.

The relationship with our customers is very important to Civica and the combination of regular contact with periodic formal meetings ensures both relationship management and performance reviews are closely monitored.

6) Security and data

Civica UK Limited has certified management systems in operation for ISO27001 Information Security and ISO22301 Business Continuity.

The datacentres at which Civica UK Limited process customer data are certified for ISO27001 Information Security.

Civica UK Limited has Data Protection Registration number Z5268164.

Civica UK Limited complies with the requirements, principles and spirit of the General Data Protection Regulation and Privacy and Electronic Communications Regulation.

Personal data is viewed only as reasonably necessary to provide our service, for example to assist with a support query on a particular application.

Data is stored and processed only as necessary for the operation of the services. See latest published guidance for details.

Data is permanently deleted according to an expiration policy.

No data is provided to third party marketing companies.

All data is hosted in the UK.

Civica UK Limited has Data Protection Registration number Z5268164.

Civica UK Limited staff are required to abide by our policies regarding data confidentiality and information security.

New starter and refresher training is provided to all Civica UK Limited staff.

New starter and leaver information security procedures are in place.

Civica UK Limited staff contractually agree that they have confidentiality obligations which continue beyond the end of their employment.

Our Disaster Recovery Plan covers the cases where the office is out-of-service or key staff members are lost.

ISO 9001 - Civica HQ with Annex.pdf

ISO 14001 - Civica HQ with Annex.pdf

ISO 22301 - Civica HQ with Annex.pdf

ISO 27001 - Civica HQ with Annex.pdf

7) Exit Plan

Leaving the Trac Recruitment System and the off-boarding process

Describe the task:

Being able to get your data out is just as important as getting it in. It's about choice and control. This procedure details the steps for the end-of-contract process, specifically, "tail-off" periods, data extraction and employer deletion. Buyer's have full access to all their own application and vacancy data and this can be extracted in CSV files. The easiest off-boarding path is to run both old and new systems for a period, managing the newly-added vacancies in the new system. This saves the effort and risk associated with attempting to migrate data from the Trac Recruitment System, into its replacement.

For organisations selecting this option the Trac Recruitment System can be made available for a fixed period of time, for a "tail-off" period, at a gradually decreasing monthly fee that is based on the standard monthly fee payable. Note that during this "tail-off" period no new campaigns or applications can be added to the Trac Recruitment System but the buyer's staff will be able to continue accessing and working on those already in the System. Buyer's can also give Trac Systems Ltd a "hard" cut-off date at which point all data held will be deleted.

Detail the cost implications to the client of carrying out this task and how this needs to be verified before proceeding:

- •Exit plans can be produced on request by Trac Systems Ltd with time taken for this work being charged at our normal Ad-hoc Support rates.
- •The Trac Recruitment System can be made available for a fixed period of time, for a "tail-off" period, at a gradually decreasing monthly fee that is based on the standard monthly fee payable.
- •If additional support or bespoke exports are required these can be provided at our normal Ad-hoc Support rates.

Retention of personally identifiable information:

Trac is a recruitment management system that handles the recruitment process. Once someone is recruited, the process is complete and employers can download the information for long term storage in their HR records. In accordance with data protection principles, Trac takes care of expiring (deleting) information once it is considered to be no longer relevant for the purposes for which it was collected. This user guide page sets out the logic that is used; Data retention and expiration.

Detail how the task will be performed, with specific attention to minimising data security and other risks:

1. Obtain the employer ID's and names of the buyer's who will cease using Trac.
2. Gather intelligence on the reason for ceasing to use Trac

3. Confirm the instruction is coming from the data controller.
4. Establish the current contract and license type, i.e. 'primary' and 'secondary' held with each employer.
5. Explain the 2 x main off-boarding approaches to the Employer Superuser;

Option 1. Tailoff. The easiest off-boarding path is to run both old and new systems for a period, managing the newly-added vacancies in the new system. This saves the effort and risk associated with attempting to migrate data from the Trac Recruitment System, into its replacement. For organisations selecting this option the Trac Recruitment System can be made available for a fixed period of time, for a "tail-off" period, at a gradually decreasing monthly fee that is based on the standard monthly fee payable. Note that during this "tail-off" period no new campaigns or applications can be added to the Trac Recruitment System but the buyer's staff will be able to continue accessing and working on those already in the System.

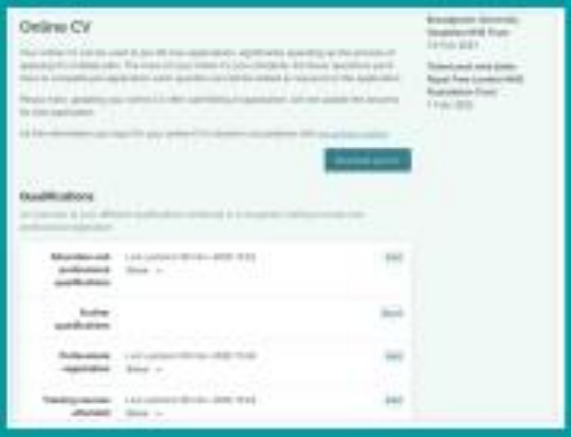
Option 2. Employer Deletion request. Buyer's can also give Trac Systems Ltd a "hard" cut-off date at which point all data held will be deleted. When making a deletion request we will delete;

a. Vacancies.
b. Applications.
c. Admin users. Sometimes the script cannot delete some admin users as they have roles for vacancies, courses etc on different employers, it will instead de-activate the users and they will have to be deleted manually through the admin site.
d. Candidate pool users (would need a good reason to keep under data protection laws as the data isn't going to be processed and is identifiable).
e. Employers. These are de-activated and not deleted.
f. Departments. These are de-activated and not deleted.
g. Teams.
h. Communications template sets. These are not deleted, they will be in the future.
i. Application export (ESR) data files (these expire six months after creation anyway).
j. Vacancy export data files (these expire six months after creation anyway).
k. Unbooked ID Check appointment sessions (these expire 90 days after anyway).
l. Unbooked induction courses (these expire 180 days after anyway).
m. Induction course types.
n. Candidate pools. These are not deleted, they will be in the future.
o. We will not delete 'Audit logs' immediately, these will be kept until they naturally expire (usually 60 days after the record is deleted).

What else has Trac done to drive efficiencies in the last 2 years?

- Trac was incredibly responsive to Covid, supporting our customers by rapidly developing the system to support with changing covid laws and getting candidates through recruitment processes quicker as to support the workforce and volunteering efforts.
- Trac have completely revamped the look and feel of the candidate portal, making sure it 'Bootstraps' cleanly, making it device agnostic to laptop, tablet and phones. We've focused on making Trac a better candidate experience with our new candidate portal.

  Our new apps.trac.jobs site supports new ways of applying using Pads and Phones. Remind them that with the redirect decision on the NHS jobs future service they can innovate and use person specification generated application forms to enhance the user experience.



Functionality

- Start applications from your online CV
- Create from past applications
- Download as PDF

- Built 2 New modules to streamline the service further and drive more efficiencies:
  - MS Teams integration

Microsoft Teams integration.pdf Microsoft Teams interview integration.j

  - Onboarding module for digital new starter forms all within the system

Trac Onboarding 'Start Date Ready' Mo Trac Onboarding 'Start Date Ready' Mo

Our *Trac* Record.. see what we did there

- Proven Trac record in reducing time to hire, see case study..
- Unprecedented level of support as standard, no robots, just people.
- Safe pair of hands - 200+ plus health care organisations use Trac
- The only NHS healthcare specific ATS on the market, which means we're more aligned to your needs and ways of working.
- 99% customer retention over 20+ years
- Offers further streamlining with our Occupational Health system that speaks to Trac

Case Study Trac MLCSU.pdf

Key Benefits of Trac:

- An end to end recruitment system allowing for the management of recruitment in one place, reducing data duplication into disparate systems, automation, and real-time visibility into each stage of recruitment, reduces admin time, and accelerates time to hire.
- Full integration and one-click publishing to Facebook, Linkedin and Twitter, as well as NHS Jobs, Indeed, Jobs Go Public, Findajob.gov, + our 3 own job boards that have 3.2 million active users, helping you to cast a wide net in the market.
- Integrated Trac electronic Disclosure and Barring Service (eDBS), the use of Trac enables organisations to provide a seamless recruitment process through one system.
- Incorporating built in communications including emails, letters, text reminders, etc. allows you to standardise your communication and ensures that you keep a clear audit trail of all recruitment activities.
- A comprehensive suite of reports provides you with the tools to analyse your key performance indicators including time to hire, volume and equal opportunities.
- Trac has been successfully implemented into over 200 organisations, allowing recruitment teams to focus on the more valuable, people focused areas of HR & recruitment.

"Trac has helped us to progress from a manual, reactive recruitment service to a responsive and proactive one. Automating the process has meant that the team can focus on delivering great customer service."

[redacted]

Schedule 2: Call-Off Contract charges

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

Trac Recruitment System Licence Fees

[redacted]

[redacted]

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)

- 8.59 to 8.60 (Data protection
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

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

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

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

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

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

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

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

7. Payment, VAT and Call-Off Contract charges

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

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages,

including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

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

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

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

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

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

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

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

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

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

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

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

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

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

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

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

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

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
12.2.1 providing the Buyer with full details of the complaint or request
12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
12.2.4 providing the Buyer with any information requested by the Data Subject

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework: https://www.gov.uk/government/publications/security-policy-framework and

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

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

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

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

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

13.6.6 buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

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

16. Security

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

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

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

16.4 Responsibility for costs will be at the:

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

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

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

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
https://www.ncsc.gov.uk/guidance/10-steps-cyber-security

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving [90] days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

29.2.1 the activities they perform
29.2.2 age
29.2.3 start date
29.2.4 place of work
29.2.5 notice period
29.2.6 redundancy payment entitlement
29.2.7 salary, benefits and pension entitlements
29.2.8 employment status
29.2.9 identity of employer
29.2.10 working arrangements
29.2.11 outstanding liabilities
29.2.12 sickness absence
29.2.13 copies of all relevant employment contracts and related documents
29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

29.6.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 90 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement - This Schedule 3 is not used.

Schedule 4: Alternative clauses - This Schedule 4 is not used.

Schedule 5: Guarantee – Not applicable to the service

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR

Default	Default is any: breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: acts, events or omissions beyond the reasonable control of the affected Party riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare acts of government, local government or Regulatory Bodies fire, flood or disaster and any failure or shortage of power or fuel industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.

Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: the supplier's own limited company a service or a personal service company a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.

Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person 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: under the Bribery Act 2010 under legislation creating offences concerning Fraud at common Law concerning Fraud committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.

Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

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

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer's Data Protection Officer are: [**Insert Contact details**]
1.2 The contact details of the Supplier's Data Protection Officer are: [redacted]
1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details

Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data: ● Recruitment Management **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 15 of the following Personal Data:* ● Disclosure and Barring Service applications **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 Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller.*
Duration of the Processing	Processing will be for the duration of this Call Off Agreement as specified in Part A of this order form.
Nature and purposes of the Processing	For managing the recruitment of employees and volunteers through applicant records held in an electronic database.
Type of Personal Data	Records that include PII of (potential) members of staff and volunteers. E.g.: Recruitment records including CVs/application forms and employment checks.

	The applicant record includes items relevant to the processing of the application for the purposes of recruitment, such as: 1. Recruitment selection questions. ◦ It may also include the answers to vacancy specific questions and/or psychological assessment tools such as values screening tools. ◦ It may include linking through to a video interviewing system. 2. The employer's application form for the vacancy to which the applicant has applied. The questions are determined by the employer and often include: ◦ contact details and national insurance number ◦ employment history ◦ qualifications ◦ personal statement ◦ disability information 3. Employment checks, including: ◦ identity and current address ◦ immigration status ◦ criminal convictions where permitted or required under appropriate legislation ◦ professional registrations where required ◦ qualifications ◦ references (including the contact details for the referees) ◦ occupational health ◦ details provided about employment history, studying and gaps including obtaining references. 4. Monitoring of protected characteristics for statutory reporting

	5. Communications (Email/SMS) about the application. Candidate accounts can also include a 'Restricted Jobs' area, this can include redeployment and/or talent pool entries for single or multiple employers. Redeployees are employees at risk of redundancy, they are entered into the system by employers whom have an obligation to offer redeployment. Processing of the data is therefore necessary for the performance of the contract between the employer and redeployee. The categories of data held on redeployees include: 1. Personal details. These include name and email address in order to provide notifications of jobs to which redeployees could be redeployed. 2. Details of current post. These include job title, line manager, cost code, salary, benefits, redundancy entitlement, employment start date, Mutually Agreed Resignation Scheme (MARS) offered?, employment end date, reason for redeployment, redeployment start date & end date, HR contact & HR business partner. These details are used to assist in matching individuals with and prioritising them for suitable positions. Talent pool entries are promising candidates entered into the system by employers whom want to easily search for them when recruiting for a post. The categories of data held on redeployees include: 1. Personal details including name, email address and telephone numbers to notify individuals of jobs employers would like them to apply for and to manage communications. 2. Details of current post including employer, job title and grade to assist in matching individuals with suitable positions. 3. Notes added by the employers' managers, for instance as a result of interviews, about your potential suitability for other posts. Talent pool entries are created, accessed and administered by employers. Talent pool entries created can be accessed by the candidate in their account area. The administration user accounts enable those users to login and perform tasks within the application

	tracking system, such as managing applications, managing vacancies and configuring the system's behaviour.
Categories of Data Subject	Current and potential staff and volunteers.
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	Data is held electronically and is deleted automatically on reaching the deletion dates specified in the Terms and Conditions document.

Annex 2: Joint Controller Agreement

Not used.