



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

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## Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Digital Marketplace service ID number</b>	7206 4779 4813 167 (SHREWD Platform) 1584 6522 1743 243 (SHREWD Resilience) 7746 3870 4497 894 (SHREWD WaitLess)
<b>Call-Off Contract reference</b>	AGEMCSU/TRANS/22/1343a/b/c  TS_Lincolnshire ICB _ Platform Resilience WaitLess
<b>Call-Off Contract title</b>	Lincolnshire ICB SHREWD Platform, SHREWD Resilience & SHREWD WaitLess
<b>Call-Off Contract description</b>	Master Services Agreement outlining the terms and conditions for the provision of SHREWD Platform, SHREWD Resilience and SHREWD WaitLess for Lincolnshire Integrated Care Board.
<b>Start date</b>	TBC – within 2 weeks of contract signature
<b>Expiry date</b>	2 weeks from contract signature date
<b>Call-Off Contract value</b>	£356,138 (excl. VAT)
<b>Charging method</b>	Invoicing from Purchase Order each year of the contract
<b>Purchase order number</b>	TBC

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.

<b>From the Buyer</b>	Clair Raybould  Director for System Delivery  NHS Lincolnshire Integrated Care Board  Mobile: 07917 070943  E-mail: <a href="mailto:clair.raybould@nhs.net">clair.raybould@nhs.net</a>
<b>To the Supplier</b>	Transforming Systems  2 Stone Buildings,  Lincoln's Inn,  London  WC2A 3TH  06974879
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: Director for System Delivery

Name: Clair Raybould

Email: [clair.raybould@nhs.net](mailto:clair.raybould@nhs.net)

Phone: 07917 070943

### For the Supplier:

Title: VP Strategic Product & Partnership Development

Name: Lisa Riley

Email: [lisa.riley@vitalhub.com](mailto:lisa.riley@vitalhub.com)

Phone: 07748590642

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>TBC</b> and is valid for 24 months with an option to extend for a further 12 months and another 12 months thereafter.
<b>Ending (termination)</b>	The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 2 periods of 12 months, by giving the Supplier 1 months written notice before its expiry.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

## Buyer contractual details

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

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 2: Cloud software</li> </ul>
<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• Provision of Platform, Resilience &amp; WaitLess software with log in access for users</li> <li>• Technical consultancy to establish real time data feeds across the health system cited</li> <li>• Management consultancy to work with health providers to configure indicators representing the operational picture of patient flow</li> </ul>

	<ul style="list-style-type: none"> <li>Project Management – The Supplier shall provide a project coordinator/manager who will be responsible for managing the Supplier's resources and work efforts throughout the duration of the implementation project. The Supplier project coordinator/manager will be responsible for all Supplier relevant in-scope project deliverables and work packages as outlined in the Project Charter and Project Plan. The Buyer will provide co-operation and assistance through its IT, diagnostic teams, business process and operations personnel, as reasonably required by Supplier in order to provide the services hereunder</li> </ul>
<b>Additional Services</b>	Ongoing Account Management Support throughout the duration of the Contract
<b>Location</b>	The services will be delivered to providers and users within the Lincolnshire Integrated Care Board.
<b>Quality standards</b>	<p>The quality standards required for this Call-Off Contract are ISO/IEC27001 and as per Service ID (as embedded below):</p> <p>7206 4779 4813 167 (SHREWD Platform)  1584 6522 1743 243 (SHREWD Resilience)  7746 3870 4497 894 (SHREWD WaitLess)</p>
<b>Technical standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are CSA CCM v 3.0 or SSAE-16 / ISAE 3402 and as per Service ID (as embedded below):</p> <p>7206 4779 4813 167 (SHREWD Platform)  1584 6522 1743 243 (SHREWD Resilience)  7746 3870 4497 894 (SHREWD WaitLess)</p>

<p><b>Service level agreement:</b></p>	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>The SHREWD portfolio is built on the <b>SHREWD platform</b> which provides the integration and data collection tools for the modules to operate from. The Platform collates, transforms the data and stores it in a data-lake which is then available for our own modules and also third-party applications via an API. The SHREWD Platform is the key foundation and base on which all of the Transforming Systems modules and partner modules operate from. The SHREWD Platform provides a set of tools that allows the ingestion of data in almost any format (analogue from spreadsheets through digital systems via APIs). This data can then be captured and transformed into useful information that is stored in our secure UK based data-lake. The Platforms open API for third party connections enables the use the information that is held in the data-lake. This is a genuine operational data layer that provides a single source of the truth for managers and key decision makers in real-time. From this the modules offered allow intelligent insights and associated actions that can be taken. It is also the basis that other modules such as our Prediction and Command modules operate from.</p> <p><b>SHREWD Resilience</b> is a cloud based application that enables the whole health and social care system, within a defined locality, to access real-time data in a way that is simple to understand and visually identifies areas of pressure quickly. In health systems, this is used to provide a real-time view of pressure in the urgent care system enabling using to identify where support is needed to improve flow. Resilience allows front line teams and operational leaders to see a real-time view of the situation, quickly. Users can then ‘drill down’ into the precise reasons driving that pressure within just a few clicks. Data is captured in real time and accessible to all providers in the system via a web interface and smartphone / mobile application. The inbuilt notification system proactively alerts users to situational changes to that action can be taken quickly. This helps to avoid breaches of targets for performance measures and ultimately improves patient care and maintains patient safety.</p> <p><b>SHREWD WaitLess</b></p> <p>SHREWD WaitLess is a simple, easy to use smartphone app for patients. It shows patients where they might go to access the fastest care for minor injury and illness, based on real time</p>
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waiting time information from Minor Injury Units (MIU), Walk in Centres (WIC) and Accident and Emergency (A&E). Patients are able to combine this with traffic and travel information to determine the most appropriate provider based on their location and estimated wait in real time.

The initial pilot demonstrated a redirection of 5% of patients with minor emergencies, to MIUs with shorter waits.

The app makes use of modern technology to provide a simple and easy to read view and is intuitive to use. It is the first app in the country to use real time health feeds for A&E and MIU and to combine this with geolocation services that apply traffic and routing options to the current waiting times so that patients can make a fast, informed decision on where to access care.

WaitLess makes it possible to do a number of things that cannot be done without real-time wait information:

- Patients can compare waiting and travel times between all available provider options.
- Local health economies can utilise WaitLess to reduce the pressure on overstretched unit and reduce breaches of urgent care targets.
- Unused capacity is highlighted to patients who can choose to make use of shorter waiting times.
- Redirection of patients from busy A&E departments with higher operating costs, to less expensive MIU and Walk in Centres reduces the financial burden on the health economy.

New to WaitLess in 2020 is the inclusion of a Pharmacy Directory of Services, which can be searched by users for their respective areas. Pharmacies often provide a range of services and pathways that can provide treatment and care that negates the need for attendance at healthcare facilities reserved for more urgent treatment and emergencies. The WaitLess app can provide opening times and direction as well as the services provided, so patients are better informed about all options available to them for their health needs.

WaitLess can support systems in addressing a number of core concerns raised in the following ways:

- Enabling Patients to make informed decisions about their care, whereby they are able to easily see what

provision of care is available to them and choose the facility with the lowest combined wait and travel time.

- Local health economies can utilise WaitLess to reduce the pressure on overstretched units and reduce breaches of urgent care targets at times of heightened demand.
- Ensuring any underutilised capacity is highlighted to patients who can choose to make use of shorter waiting times.
- Reducing unnecessary costs via there direction of patients from busy A&E departments with higher operating costs, to less expensive MIU and Walk in Centres, therefore reducing the financial burden on the health economy.

**Service Management Details** The support offered by Transforming Systems during implementation and for the duration of the contract includes: Scope requirements, agree deliverables and offer initial advice. An experienced team with a broad professional range that includes clinical backgrounds, improvement specialisms with senior NHS operational or corporate management experience. Support systems to provide safer, more effective care and ultimately improve patient experience as well as provider greater staff satisfaction.

Experts working with experts to support and enhance local improvement capacity and capability, recommendations and assistance with prioritisation identification and early wins. Respect and understanding of the complexity of the issues clients face. An understanding of that good looks like and where improvements can be made – connecting people and spreading good practice Practical ability to successfully implement good practice using rapid improvement cycle methodology and other proven methods.

Knowledge of and the ability to deploy a defined set of tools. Knowledge of appropriate leadership practice in complex adaptive systems. Support improved interoperability with expertise in how this can be achieved. Experience in bringing all providers together to work collaboratively with integrated care. Helping clients get the best out of their data.

On contract award, the customer will have available: 1. A partnership manager appointed who will be the key point of contact during deployment and throughout the duration of the business-as-usual management of the product. 2. A support



desk is available during business hours 08.30 to 17.00 Monday to Friday, for the purposes of: (a) Assisting the customer with the proper use of the software (b) Determining causes of error in the software (c) Fixing errors in the software.

### 3. Response and resolution times.

Transforming Systems will use: (a) Reasonable endeavours to respond to requests for services made through the Support Desk quickly (b) Reasonable endeavours to resolve issues raised by the customer (any registered system user) quickly in accordance with the following response time matrix.

#### Priority Definition:

1 – Full system outage – no users at all can use the system.

2 – Partial system outage – a significant number of users are affected, or a number of system components have failed.

3 – Minor – a handful of users or a part of the system is not working to specification.

4 – Minimal impact (or none at all).

Transforming Systems will determine into which severity category an issue raised through the service desk falls. All services will be provided remotely unless expressly agree otherwise by Transforming Systems.

### 4. Upgrades.

Transforming Systems will: (a) give the customer reasonable prior notification of the general release of a software (b) apply such upgrades to the software promptly, following notification to the customer.

#### Priority Description Response Resolve:

1 – High – 10 mins – 4 hours.

2 – Medium – 10 mins – 1 business day

3 – Low – 10 mins – 3 business days

4 – Query – 3 business days – 20 business days

On commencement of the contract customers receive a detail welcome pack that includes a high-level milestone plan (itemised below). A dedicated Deployment Team that work to

the plan, with customers, to develop the initial Resilience dashboard view.

A typical deployment takes up to 12 weeks from project kick off but can be deployment much sooner depending on customer readiness.

The Deployment Team offer support, both business and technical, and product training throughout the deployment process with a clear transition to the Business-as-Usual phase, where a dedicated Partnership Manager will continue to support the customer with benefits realisation throughout the duration of the contract. This is complemented by support from our Support Desk and both training videos and documentation available via the application.

#### SHREWD Welcome Pack – Introduction

- Key Stakeholder Contact List
- Whole System Details Template
- Communications & Engagement Strategy Guide
- SHREWD Resilience Factsheet
- Transforming Systems Core Indicators
- Data Feed Technical Overview

#### WaitLess Welcome Pack – Introduction

- Key Stakeholder Contract List
- Urgent Care Facility Detail Template
- Communications & Engagement Strategy Guide
- Marketing Strategy Guide
- WaitLess One Page Flyer
- WaitLess Indicators
- Data Feed Technical Overview

<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is:</p> <p>On commencement of the contract, customers receive a detailed welcome pack that includes a high-level milestone plan (itemised below). A dedicated Deployment Team then work to the plan, with customers, to develop the initial Resilience dashboard view. A typical deployment takes up to 12 weeks from project kick off but can be deployed much sooner depending on customer readiness. The Deployment Team offer support, both business and technical, and product training throughout the deployment process with a clear transition to the Business-as-Usual phase, where a dedicated Partnership Manager will continue to support the customer with benefits realisation throughout the duration of the contract. This is complemented by support from our Support Desk and both training videos and documentation available via the application.</p> <p>SHREWD Welcome Pack - Introduction</p> <ul style="list-style-type: none"> <li>• Key Stakeholder Contact List</li> <li>• Whole System Details Template</li> <li>• Communications &amp; Engagement Strategy Guide</li> <li>• SHREWD Resilience Factsheet</li> <li>• Transforming Systems Core Indicators</li> <li>• Data Feed Technical Overview</li> </ul> <p>WaitLess Welcome Pack – Introduction</p> <ul style="list-style-type: none"> <li>• Key Stakeholder Contract List</li> <li>• Urgent Care Facility Detail Template</li> <li>• Communications &amp; Engagement Strategy Guide</li> <li>• Marketing Strategy Guide</li> <li>• WaitLess One Page Flyer</li> <li>• WaitLess Indicators</li> <li>• Data Feed Technical Overview</li> </ul>
<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is:</p> <p>Upon termination of contract, all data feeds will be switched off within Shrewd Platform architecture so that feeds from affected agencies and other systems are no longer available.</p>

	Any personal data held for logging into SHREWD Resilience from the commissioning organisation and partner organisations will be deleted from the system. Partner organisations will be notified by email regarding the closure of the data collection service and all necessary ports within the infrastructure will be closed. Upon request and within 3 months of the end of the contract, the commissioning organisation will receive the data received during the life of the contract. This will be provided in CSV file format via email.
<b>Collaboration agreement</b>	Not applicable
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed £100,000.00</p> <p>The annual total liability for Buyer Data Defaults will not exceed £100,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of £100,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier 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)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Force majeure</b>	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.

<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p><b>What will happen during the Framework Agreement's Term</b></p> <p>The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles of the:</p> <p>Operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers.</p> <p>Services provided under any Call-Off Contracts (including any Subcontracts).</p> <p>Amounts paid by each Buyer under the Call-Off Contracts.</p> <p><b>What will happen when the Framework Agreement ends</b></p> <p>The Supplier will provide a completed self-audit certificate to CCS within 3 months of the expiry or Ending of this Framework Agreement.</p> <p>The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> <li>• 7 years after the data of Ending or expiry of this Framework agreement.</li> <li>• 7 years after the date of Ending of expiry of the last Call-Off Contract to expire or end.</li> <li>• Another date agreed between the Parties.</li> </ul> <p>During the timeframes highlighted above, the Supplier will maintain:</p> <ul style="list-style-type: none"> <li>• Commercial records of the charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations, books of accounts for this Framework and all Call-Off Contracts, MI reports, access to its published accounts and trading entity information, proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement, records of its delivery performance under each Call-Off Contract, including that of its Subcontractors.</li> </ul>
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### **What will happen during an audit or inspection**

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

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

- Provide audit information without delay.
- Provide all audit information within scope and give auditors access to supplier staff

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

- The accuracy of Charges (and proposed or actual variations to them under this framework Agreement)
- Any books of accounts kept by the Supplier in connection with the provision of the G-Cloud services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier or any other aspect of the delivery of the Services including to review compliance with any legislation the accuracy and the completeness of any MI deliver or required by the Framework Agreement.
- Any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date.

### **Costs of conducting audits or inspections**

	<p>The Supplier will reimburse CCS its reasonable Audit costs if it reveals: an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period a Material Breach.</p> <p>CCS can End this Framework Agreement (Ending and suspension of a supplier's appointment) for Material Breach if either event in the clause above applies.</p> <p>Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for the following:</p> <ul style="list-style-type: none"> <li>• Identify personnel with the requisite levels of authority and capacity to adopt and fulfil the roles set out in the implementation plan. For those persons to arrange and attend all meetings necessary to successfully project manage and oversee the implementation of the system, including reporting to and escalating issues to a designated governance group.</li> <li>• To gain the commitment from all partner agencies in allocating the resources and cooperating with the implementation of the system.</li> <li>• To assist as necessary with setting up and maintaining data feeds to ensure the integrity of the system.</li> <li>• To review all indicators and data feeds as necessary</li> <li>• To sign off dashboards and all aspects of the system as they are available for operational use</li> <li>• Ensure staff are available for training as required</li> <li>• Participate in the timely review of the system post deployment</li> </ul>

<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes infrastructure and databases, laptops, desktops and mobile devices including phones.</p> <p>The following are appropriate browsers for users to access SHREWD:</p> <p>Internet Explorer 8, 9, 10+</p> <p>Microsoft Edge</p> <p>Firefox</p> <p>Chrome</p> <p>Safari 9+</p> <p>Opera</p>
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### Supplier's information

<b>Subcontractors or partners</b>	Not applicable
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### Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is for Transforming Systems to send an invoice from a purchase order raised by the nominated lead within Lincolnshire Integrated Care board each year of the contract.
<b>Payment profile</b>	The payment profile for this Call-off Contract is yearly in advance.



<b>Invoice details</b>	The Supplier will issue electronic invoices annually in advance The Buyer will pay the Supplier within 30 days of a valid invoice.
<b>Who and where to send invoices to</b>	Invoices will be sent to:  NHS Lincolnshire Integrated Care Board QJM PAYABLES M935, PHOENIX HOUSE, TOPCLIFFE, LANE, WAKEFIELD, WEST YORKSHIRE, WF3 1WE
<b>Invoice information required</b>	All invoices must include a valid purchase order number which will be provided by the Lincolnshire ICB in advance.
<b>Invoice frequency</b>	Invoice will be sent to the Accounts Payable annually.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £356,138 (excl. VAT).
<b>Call-Off Contract charges</b>	

#### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	This Call-Off Contract will include an implementation plan and milestones.
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<b>Guarantee</b>	As per service specification on G Cloud Framework
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement the Supplier warrants and represents to the Buyer that:</p> <ul style="list-style-type: none"> <li>• it has the full right, power, legal capacity and authority to perform its obligations under this Agreement;</li> <li>• the entering into of this Agreement will not conflict with, or result in, a breach of the terms, conditions or provisions of, or constitute a default under, any agreement to which it is bound;</li> <li>• it is a corporation, duly organized and in good standing under the laws of the jurisdiction of its incorporation and will maintain such status; and</li> </ul> <p>Supplier represents and warrants that the Services shall be performed in a professional and workmanlike manner consistent with industry standards, exercising due skill and care.</p> <p><b>Guaranteed Availability</b> Planned maintenance is undertaken outside business hours. As the service is charged on a 'pay as you use' basis, any unplanned outages would be refunded at a pro-rata percentage for unavailability in business hours.</p> <p><b>Approach to Resilience</b> Non-Disclosure Agreements are in place with all of hosting provider suppliers. A risk assessment is undertaken for each supplier, with any required actions (which can include the supplier being subject to a security audit by the hosting provider) are conducted and managed by the Director for Supplier Management in conjunction with the Security Manager. All suppliers are audited as part of ISO 27001 third party audit policies, which are in turn assessed by qualified and impartial third party ISO 27001 compliance assessors. Due diligence is performed on any security impacting third parties prior to selection and appropriate security requirements are built into contractual agreement where necessary. All strategic suppliers are assessed for their Business Continuity provision. Once reviewed the results of the assessment are analysed to assess the supply chain risk with regard to business continuity. Those suppliers considered to be inadequately prepared to deal with a BC scenario affecting their own organisation, which could therefore impact on the hosting provider to continue normal service operations, will be subject to further auditing, via a more detailed questionnaire or onsite at their premises. Third party suppliers are audited at least annually, with a shorter (quarterly) audit cycle for critical suppliers.</p>

<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>Within the scope of the Call-Off Contract, the Supplier will:</p> <ol style="list-style-type: none"> <li><b>1. Grant of Licence</b>  Grant to the Buyer a non-perpetual, non-transferable and non-exclusive licence ("Licence") to use the SHREWD modules specified solely for Buyer's own internal business purposes.</li> <li><b>2. Ownership and Copyright</b>  The Customer, and any Authorised Service Organisation or Authorised User, acknowledges that all Intellectual Property Rights in the Software belong and shall belong to the Supplier, and the Customer and any Authorised Service Organisation or Authorised User shall have no rights in or to the Software other than the right to use it in accordance with the terms of this licence.</li> </ol>
<b>Alternative clauses</b>	<p>Not applicable</p>
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>Not applicable</p>
<b>Public Services Network (PSN)</b>	<p>Not applicable</p>
<b>Personal Data and Data Subjects</b>	<p><b>Data-in-transit protection</b></p> <p>Data protection between buyer and supplier networks.</p> <ul style="list-style-type: none"> <li>• Private network or public sector network</li> <li>• TLS (version 1.2 or above)</li> <li>• Legacy SSL and TLS (under version 1.2)</li> <li>• Other</li> </ul> <p>Other protection between networks</p> <p>The primary datastore is replicated across networks using SSL. File based data transfers are password locked and encryption done using private/public key encryption algorithm.</p>

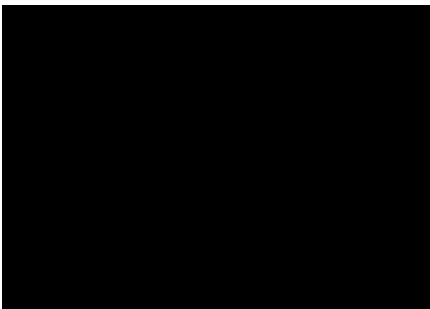
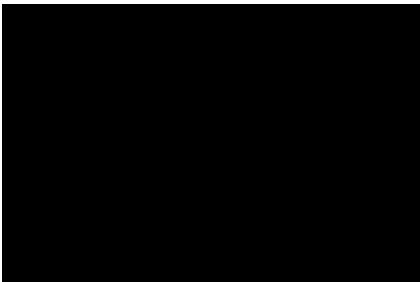
	<p>Data protection within supplier network</p> <ul style="list-style-type: none"> <li>• TLS (version 1.2 or above)</li> <li>• Other</li> </ul> <p>Other protection within supplier network</p> <p>The primary datastore is replicated using SSL. File based data transfers are password locked and encryption done using private/public key encryption algorithm on top of TLS.</p>
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## 1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

## 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	Mike Sanders	Clair Raybould
Title	CEO Vitalhub UK on behalf of Transforming Systems	Director for System Delivery for NHS Lincolnshire Integrated Care Board
Signature		
Date	07/10/2022]	[7/10/22]

## Schedule 1: Services

### Company Overview

Transforming Systems was established to solve the challenges associated with how you can capture and transform health data from a wide range of sources to provide actionable insights.

First established in 2009, Transforming Systems developed SHREWD as a platform to share urgent care information, showing demand and capacity in all parts of the wider system and where providers are under pressure across the NHS and Social Care. Following eight years of rigorous testing and development, SHREWD is now a robust and proven platform upon which sits a suite of modules, no longer limited to urgent and emergency care but now with the ability to be applied to any pathway or industry; using intuitive web and mobile app interfaces.

Our team, based in Greenwich, brings together a cutting-edge technical team along with a diverse group of senior operational leaders from the NHS. We are also privileged to have a range of academic and support staff that understand the need for applications to support the way in which health and social care teams work.

Now a mature and growing organisation, we retain the passion for innovation from our days as a technology start up and a genuine commitment to service improvement. Every application is co-developed with front line staff from the NHS and wider system partners, and extensively tested before it is made available. Since going to market, Transforming Systems has expanded across the UK, providing services to multiple providers including primary care, acute hospitals, 111, ambulance services, secondary care, community services and mental health as well as third and independent sectors.

The core to our success has been the in-depth understanding that we have of data flows, data management, data translation, display and actionable insights that drive behavioural change.

At our heart we are a human systems company that is great at data and technology.

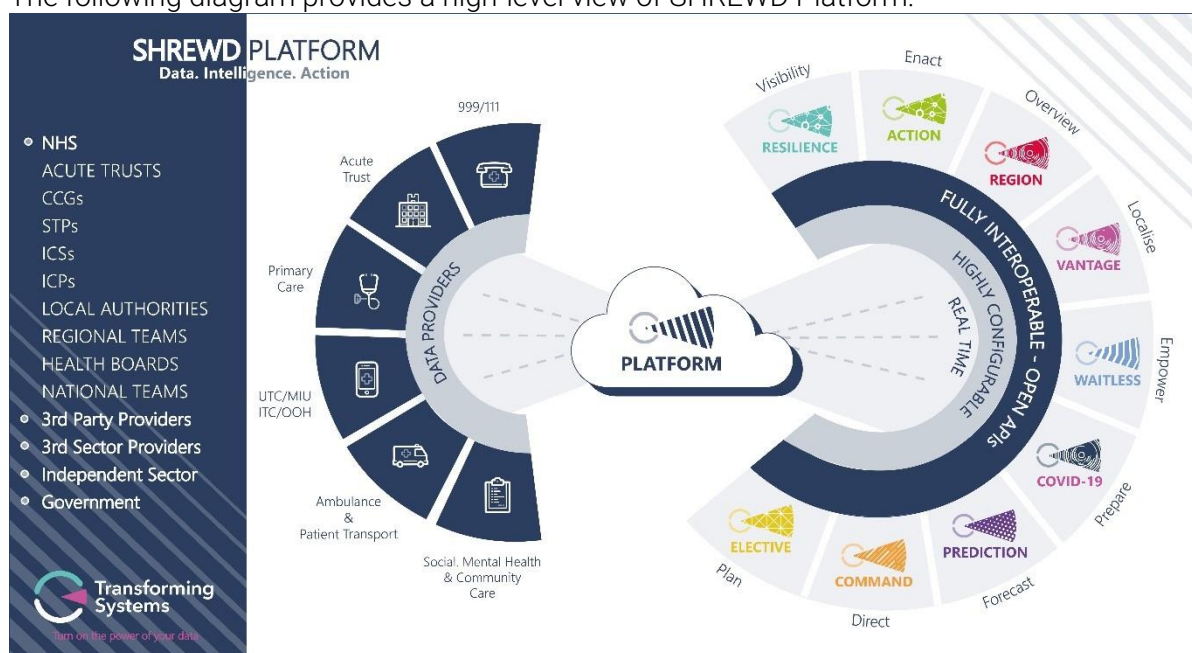
## Service Description

SHREWD Platform is the key foundation and base on which all of the Transforming Systems modules and partner modules operate from.

SHREWD Platform provides a set of tools that allows the ingestion of data in almost any format (analogue spreadsheets through to digital systems via APIs). This data can then be captured and transformed into useful information that is stored in our secure UK based data-lake.

The platform also has an open API for third party connections to use the information that is held in the data-lake. This is a genuine operational data layer that provides a single source of the truth for managers and key decision makers in real-time. From this, the modules offered allow intelligent insights and associated actions that can be taken.

The following diagram provides a high-level view of SHREWD Platform:



**SHREWD Resilience** is a cloud-based application that enables the whole health and social care system, within a defined locality, to access real-time data in a way that is simple to understand and visually identifies areas of pressure quickly. In health systems, this is used to provide a real-time view of pressure in the urgent care system enabling users to identify where support is needed to improve flow. Resilience allows front line teams and operational leaders to see a real-time view of the situation, quickly. Users can then 'drill down' into the precise reasons driving that pressure within just a few clicks. Data is captured in real time and accessible to all providers in the system via a web interface and smartphone/ mobile application. The inbuilt notification system proactively alerts users to situational changes so that action can be

taken quickly. This helps to avoid breaches of targets for performance measures and ultimately improves patient care and maintains patient safety.

This all makes it possible to do a number of things that cannot be done with yesterday's data:

1. Everyone can see the current situation across all providers in the system, from 111, ambulance service, A&E departments, MIUs and community hospitals to social care services and third sector providers, where included, in the local health and social care system.
2. Resources can be deployed where they are needed in real time, for example, expensive locum/agency staff can be prioritised for areas where they will be most cost-effective.
3. Where appropriate, unused capacity can be identified and exploited to ease the pressure on the most utilised departments.
4. Significant administrative time spent on compiling spreadsheets or trying to interpret historical data is no longer needed.
5. As data is real-time, reporting can reflect the live position, rather than waiting for coded data to be released.
6. Providers can see what potential pressure might be coming their way in order to 'buy them time' and take action. This may be by providing temporary mutual aid to pressurised areas, changing pathways for a defined period of time in order to prevent pressure building or put in additional support by way of preparation.

**SHREWD COVID-19** is a cloud-based application that was built on our platform to provide a real-time, automated view of key data pertinent to support the management of COVID19 response efforts across a system; from local to national level. This module is effective for all level of user, from front line teams, system leaders and Incident Control Centres.

It provides visibility to all key stakeholders on real time situation statuses from across the system which isn't limited to just health and social care providers but can also include care homes, independent and third sector partners. SHREWD COVID-19 has the ability to either support or replace daily sitrep returns and the associated administration burden that it entails, to free up vital resource and save precious time; negating the need for endless hours of data collection, collation and dissemination.

SHREWD COVID-19 enables front line teams and operational leaders to see a real time view of the situation, quickly, across multiple providers of services. Users can then 'drill down' into the precise reason for that pressure within a few clicks. Data is accessible via a web interface and smartphone/ mobile application. The inbuilt notification system proactively alerts users as soon as a situation changes so that action can be taken quickly to avoid further escalation and enact recovery plans earlier.

The data on SHREWD COVID-19 can be used to understand demand and capacity pressure across multiple providers so that support can be provided when any surge and escalation mounts or when mutual aid is required. Much of the data is embedded in local systems, on multiple platforms, but is not available in one place to tell the 'whole' story, in a format that is easy to understand and visualise. SHREWD COVID-19 will take complex digitised data from multiple providers to empower decision makers with the key information needed to co-ordinate and take action.

SHREWD COVID-19 can be adapted to the changing needs of the situation quickly and displays complex data simply so users have what they need in a way that is easy to interpret.

Data sets have typically included, but are not limited to:

- Confirmed & Suspected COVID-19 Cases
- Bed Occupancy and Patient Status
- Ventilation and Oxygenation Utilisation and Capacity
- ED Activity & Performance
- PPE Stock (by type)
- Staffing (head count and absences by staff group)

### **Back Up & Recovery**

There are two separate backup and disaster recovery processes The system is hosted at multiple UK data centres by a HSCN and PSN accredited hosting provider and uses a managed backup service. This is a

weekly event with a snapshot of the complete server. The core database is also backed up to a separate server every three hours. Transforming Systems has internal processes for disaster recovery detailed in the Business Continuity and IT Disaster Recovery Plan.

This plan directs a dedicated Emergency Response Team to convene a disaster recovery subgroup with the following responsibilities:

- Establish facilities for an emergency level of service within 2 business hours;
- Restore key services within 4 business hours of the incident;
- Recover to 'business as usual' within 8 to 24 hours after the incident;
- Coordinate activities with the Disaster Recovery Team, first responders, etc.
- Report to the Emergency Recovery Team. The Emergency Recovery Team will alert affected clients as necessary.

### **On-boarding Processes and Scope**

On commencement of the contract, customers receive a detailed welcome pack that includes a high-level milestone plan (itemised below). A dedicated Deployment Team then work to the plan, with customers, to develop the initial Resilience dashboard view. A typical deployment takes up to 12 weeks from project kick off but can be deployed much sooner depending on customer readiness.

The Deployment Team offer support, both business and technical, and product training throughout the deployment process with a clear transition to the Business-as-Usual phase, where a dedicated Partnership Manager will continue to support the customer with benefits realisation throughout the duration of the contract. This is complemented by support from our Support Desk and both training videos and documentation available via the application.

SHREWD Welcome Pack - Introduction

- Key Stakeholder Contact List
- Whole System Details Template
- Communications & Engagement Strategy Guide
- SHREWD Resilience Factsheet
- Transforming Systems Core Indicators
- Data Feed Technical Overview

### **Off-boarding Processes & Scope**

Upon termination of contract, all data feeds will be switched off within Shrewd Resilience architecture so that feeds from affected agencies and other systems are no longer available. Any personal data held for logging into SHREWD Resilience from the commissioning organisation and partner organisations will be deleted from the system. Partner organisations will be notified by email regarding the closure of the data collection service and all necessary ports within the infrastructure will be closed. Upon request and within 3 months of the end of the contract, the commissioning organisation will receive the data received during the life of the contract. This will be provided in CSV file format via email.

### **Service Management Details**

The support offered by Transforming Systems during implementation and for the duration of the contract includes:

Scope requirements, agree deliverables and offer initial advice

An experienced team with a broad professional range that includes clinical backgrounds, improvement specialisms with senior NHS operational or corporate management experience.

Support systems to provide safer, more effective care and ultimately improve patient experience as well as provide greater staff satisfaction.

Experts working with experts to support and enhance local improvement capacity and capability

Recommendations and assistance with prioritisation identification and early wins



Respect and understanding of the complexity of the issues clients face  
 An understanding of what good looks like and where improvements can be made – connecting people and spreading good practice  
 Practical ability to successfully implement good practice using rapid improvement cycle methodology and other proven methods  
 Knowledge of and the ability to deploy a defined set of tools  
 Knowledge of appropriate leadership practice in complex adaptive systems  
 Support improved interoperability with expertise in how this can be achieved  
 Experience in bringing all providers together to work collaboratively with integrated care.  
 Helping clients get the best out of their data

On contract award, the customer will have available:

1. A partnership manager appointed who will be the key point of contact during deployment and throughout the duration of the business-as-usual management of the product.
2. A support desk is available during business hours 08.30 to 17.00 Monday to Friday, for the purposes of:
  - (a) Assisting the customer with the proper use of the software
  - (b) Determining causes of error in the software
  - (c) Fixing errors in the software
3. Response and resolution times. Transforming Systems will use:
  - (a) Reasonable endeavours to respond to requests for services made through the Support Desk quickly
  - (b) Reasonable endeavours to resolve issues raised by the customer (any registered system user) quickly

In accordance with the following response time matrix.

Priority	Definition
1	Full system outage – no users at all can use the system
2	Partial system outage – a significant number of users are affected, or a number of system components have failed
3	Minor – a handful of users or a part of the system is not working to specification
4	Minimal impact (or none at all)

Priority	Description	Response	Resolve
1	High	10 mins	4 hours
2	medium	10 mins	1 business day
3	low	10 mins	3 business days
4	Query	3 business days	20 business days

Transforming Systems will determine into which severity category an issue raised through the service desk falls. All services will be provided remotely unless expressly agreed otherwise by the Transforming systems.

4. Upgrades. Transforming Systems will:
  - (a) give the customer reasonable prior notification of the general release of a software upgrade
  - (b) apply such upgrades to the software promptly, following notification to the customer

5. Development & training services. From time to time, during the term, the customer may request that Transforming Systems provide development services for the purpose of creating customised functionality for the software. These services will be charged in line with the rate card.

Where Transforming Systems is contracted to provide the services, the following matters shall be agreed in writing by the parties - the scope of the development services, the estimated charges, and the timetable for the performance of those services.

### **Training**

The on-boarding process includes the following development and training options:

- Assistance with identifying the indicators and associated black/red/amber/green trigger levels for all organisations in the urgent care system through workshops. This will include a measure of consultation about what works, drawn from previous implementations of Shrewd Resilience.
- The identification of 'Super Users' from all participating agencies. These users will be trained in workshops on the functionality and use of the dashboards.
- Training for key personnel on how to read the dashboards.
- There is a 'Help' section on the application that provides user guides about how to use the different aspects of the system, available to all users.
- Further training beyond the 2 days included in the contract can be purchased as additional support.

### **Ordering and Invoicing Process**

The process is as follows:

1. Completion of the Order Form that is Part A of the G-Cloud 12 Call-Off Contract
2. Issue of details from the customer to Transforming Systems re the customer's invoicing requirements including Purchase Order number, if required, and a named individual with responsibility for authorising the invoice (i.e. XX reference).
3. Transforming Systems to issue invoices at the agreed intervals with payment to be made via BACS/transfer within the specified timescale. Transforming Systems uses Tradeshift, an e-invoicing platform that simplifies the process, reduces manual handling and tracks the progress of invoices from issue and delivery through to acceptance and payment.

### **Termination Terms**

The buyer may terminate the provision of the cloud software service, by providing written notice to Transforming Systems, and following the notice period specified in the Call-Off Contract. Early termination (unless due to breach) may incur a fee.

### **Data Processing & Storage Location**

All live data is held within a hosting provider's data centres based in the UK. Data is transferred between the commissioning body and other partner organisations behind an HSCN connection and access is restricted to NHS staff or staff from approved agencies, such as local authorities or community care organisations.

Data is processed within the Transforming Systems infrastructure held on the provider's Cloud HSCN provision and stored securely within Transforming Systems' own databases and data warehouses. The hosting provider has implemented appropriate controls to protect customer networks from compromise, eavesdropping or intrusion. The provider performs security monitoring of support infrastructure, corporate IT security policies and Network Access Control (NAC), regular automated vulnerability scanning of internal infrastructure and strong network security and segregation controls.

### **Data Restoration & Service Migration**

Service migration and system updates are carried out as a managed procedure during out-of-hours periods, normally overnight on a Friday. When it is a planned update, the data is resorted and fully tested over a weekend to guarantee business continuity. Where the service migration is unplanned, it will follow the disaster recovery process described above.

### **Customer Responsibilities**

1. Be responsible for ensuring participating organisations provide the required automated and manual data feeds within the timeframe specified in the Call-Off Contract.
2. Ensure that the roles and functions for the project outlined in the Customer Roles table below are established at the start of the project.
3. Fulfil the obligations set out within the Customer Welcome Pack and Roll Out and Implementation document.

<b>Customer Roles – Deployment and Business as Usual (BAU)</b>		
<b>Role</b>	<b>Responsibility</b>	<b>Level</b>
Governance Group	<p>To have accountability for the following:</p> <ul style="list-style-type: none"> <li>Ensuring SHREWD Resilience is embedded and delivers expected outcomes by communicating and engaging with all relevant system partners critical to the project</li> <li>Assigning an Executive Lead to hold overall accountability for ensuring SHREWD Resilience is effectively implemented within the agreed deployment window and embedded across the locality</li> <li>Oversight and scrutiny of the deployment of SHREWD Resilience by ensuring there are monthly progress updates to the group from the executive lead, including risks and issues</li> <li>To agree appropriate remedial action for all formal escalations from the Executive Lead</li> <li>Ultimate point for resolution of conflicting issues</li> <li>Oversight role in cultural and behavioural change required to adopt SHREWD Resilience effectively</li> </ul>	Executive
Executive Lead	<p>To have accountability for the following:</p> <ul style="list-style-type: none"> <li>Accountable for maintaining oversight of progress against the agreed deployment window and ensuring weekly updates are provided from the SHREWD Resilience Steering Group including risks and issues</li> <li>Assigning a Project Lead accountable for ensuring SHREWD Resilience is effectively implemented and embedded across the locality</li> <li>To agree appropriate effective and timely remedial action for all formal escalations from the SHREWD Resilience Steering Group</li> <li>Leadership role in cultural and behavioural change required to adopt SHREWD Resilience effectively</li> <li>Responsible for ensuring measures are in place to sustain the embedding of SHREWD Resilience such as training requirements in succession planning and business continuity measures.</li> </ul>	Executive
Project Lead	<p>Responsible for the following:</p> <ul style="list-style-type: none"> <li>Responsibility for identifying a suitable cross system partner forum with accountability for managing the SHREWD Resilience deployment within the agreed deployment window and embedding ongoing use, or where none exists, creating a dedicated SHREWD Resilience Steering Group</li> </ul>	Operational

	<ul style="list-style-type: none"> <li>• Weekly reporting of progress to the Executive Lead including risks and issues</li> <li>• Maintaining oversight of dashboard development, data quality, RAG settings, operational sign off and embedding, ensuring the dashboard reflects operational reality and local plans.</li> </ul>	
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**Technical Requirements** (service dependencies and detailed technical interfaces, e.g. client-side requirements, bandwidth/latency requirements etc.)

The Shrewd Resilience application can be run on any of the listed browsers below. Shrewd Resilience meets the requirements for WCAG 2.0 A and requires no additional software to be present. The minimum bandwidth internet connection should be 2mbps, with a recommendation of 5mbps or higher.

Data transfer from partner agencies will require setting up. This can either be a web service on a local server or can transfer data using an upload of a CSV file. Transforming Systems will assist partner organisations to set up the most appropriate way of transferring data.

## Browsers

### For Users

- Current web browser (Google Chrome recommended) – must be NHS approved release or n-1 to the latest release
- Acceptable web browsers: Google Chrome v78 / v83, MS Edge v17 / v18, Firefox v70 / v71
- Internet connection (2mbps minimum, 5mbps recommended)
- Users must have an organisational email address e.g. nhs.net (or NHS approved equivalent)
- Smartphone for app use, Android and Apple are supported – must be latest release or OS-1
- Acceptable mobile browsers: Chrome, Firefox, Android Browser, IOS Safari, Mobile Edge

### For Automated Data Feeds

- OS: Windows Server 2012 R2, 2016 or 2019
- Processor: Dual core – 2.4 GHz Intel(R) Xeon(R); all Dual and Quad core Intel Xeon processors will be acceptable.
- Memory: 4GB minimum
- Hard Disks: Minimum 10GB

## Trial Service

As the application requires the use of live data, no trial is possible. Demonstrations can be arranged upon request.

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

18.2 The Parties agree that the:

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

18.2.2 Call-Off Contract Charges paid during the notice period 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 30 days notice to the Supplier.

## 33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 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 4: Alternative clauses

### 1. Introduction

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

### 2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

### 2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003



- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

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

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

## 2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons

- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

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

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

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

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

## 2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours

to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## 2.6 Health and safety

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

## 2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation

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

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

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"><li>• owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes</li><li>• created by the Party independently of this Call-Off Contract, or</li></ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.

<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	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.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.

<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	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.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	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
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )

<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul>
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
<b>Fraud</b>	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.
<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	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.
<b>GDPR</b>	General Data Protection Regulation (Regulation (EU) 2016/679)
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> </ul>

	<ul style="list-style-type: none"> <li>• a Schedule A1 moratorium</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
<b>Law</b>	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, 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.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.

<b>Loss</b>	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
<b>Management Charge</b>	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
<b>Ministry of Justice Code</b>	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
<b>New Fair Deal</b>	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR.
<b>Processor</b>	Takes the meaning given in the GDPR.
<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.

<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory body or bodies</b>	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
<b>Relevant person</b>	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
<b>Replacement supplier</b>	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service definition(s)</b>	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.

<b>Service description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
<b>Subcontractor</b>	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
<b>Supplier staff</b>	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
<b>Supplier terms</b>	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).

<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.