



G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	5144 8183 2581 526
Call-Off Contract reference	ECM_11094
Call-Off Contract title	Common Platforms Adoption Projects

Call-Off Contract description	Provision of Supplier DevXOps Cloud Services to accelerate the adoption of new and improved ways of working and tooling.
Start date	15/05/2023
Expiry date	30/09/2023
Call-Off Contract value	Primary Term: £324,536.80 excluding VAT as more specifically described in the Call-Off Contract charges Extension value (if utilised): up to a maximum of £405,000.00 excluding VAT. Potential Total Contract value including extension: £729,536.80 excluding VAT
Charging method	Fixed Price
Purchase order number	To be confirmed by Buyer post Call-Off Contract signature

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

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

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

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

From the Buyer	Department for Work and Pensions Commercial Directorate Caxton House Tothill Street London SW1H 9NA
To the Supplier	Accenture (UK) Limited 30 Fenchurch Street London EC3M 3BD United Kingdom Company main telephone number 4000 Company number: 4757301 +44 (0)20 7844
Together the 'Parties'	

Principal contact details **For the**

Buyer:

Title: REDACTED TEXT under FOIA Section 40

Name: REDACTED TEXT under FOIA Section 40

Email: REDACTED TEXT under FOIA Section 40

Phone: REDACTED TEXT under FOIA Section
40

For the Supplier:

Title: REDACTED TEXT under FOIA Section 40

Name: REDACTED TEXT under FOIA Section 40

Email: REDACTED TEXT under FOIA Section 40

Phone: REDACTED TEXT under FOIA Section 40

Call-Off Contract term

Start date	This Call-Off Contract Starts on 15th May 2023 and is valid until 30th September 2023 subject to the Ending and any extension provisions.
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).

Extension period	This Call-Off Contract can be extended by the Buyer for one period of up to 6 months, by giving the Supplier one month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below. Any extension will be subject to Agreement by the Parties in accordance with the Variation process. Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
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Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: ● Lot 3: Cloud support
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G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: • Service ID: 5144 8183 2581 526 DevOps capability to support the DWP Digital Children & Families Common Platforms team.
Additional Services	Additional Services are not applicable to this Call-Off Contract unless this Call-Off Contract is subsequently varied post the Start Date through the Variation process set out in clause 32 of this Call-Off Contract.
Location	The Services will be delivered through a hybrid model with some remote working and some attendance at DWP Digital Hub premises in Manchester. The Supplier resources are all Manchester based therefore any travel to a DWP Digital Hub that is outside of Manchester will be subject to agreement by the Supplier and the Buyer and any applicable expenses chargeable. Such expenses, including travel and accommodation, that are preagreed between the Parties will be in line with the Buyer's Expenses policy set out in Schedule 2.

Quality Standards	1. The quality standards required for this Call-Off Contract are as per the G-Cloud framework standards and ISO27001. 2. Acceptance of and agreement of DWP Security standards found at URL: https://www.gov.uk/government/publications/dwpprocurementsecurity-policies-and-standards
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Technical Standards:	All resources working to produce the specified Deliverables as set out in this Contract must have appropriate levels of skill and experience.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are: Time The service must be carried out within a timely fashion as specified in this Contract. Cost Costs are on a Fixed Price Basis The supplier must deliver all of the expected Deliverables as defined in this Contract. Relationship Management It is expected that the Supplier will work collaboratively with the Department to support the Common Platforms Adoption Project in relation to the Services and Deliverables.

Onboarding	The Supplier shall ensure that Supplier resources are onboarded in a timely manner to ensure delivery of the Services. In addition to any onboarding requirements, should Buyer equipment be required, the Buyer will arrange for the necessary hardware to be provided so the Supplier is able to deliver the Services and will arrange for the Supplier to collect at Buyer Digital Hub Locations agreed.
Offboarding	The Supplier shall as part of Offboarding i. demonstrate all deliverables and milestones have been fully met, ii. handover all relevant artefacts produced in delivery of the Services to the buyer and iii. unless agreed otherwise in writing by the Buyer, promptly return Buyer equipment and any access passes provided to the Supplier by the Buyer within 5 (five) Working Days of the expiry of this Call-Off Contract. Due to the nature of the Services the Supplier is exempted from providing an exit plan in accordance with Clause 21 of Part B Terms and Conditions.
Collaboration agreement	Not applicable

Limit on Parties' liability	Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000.00 (one million pounds) per year. The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the CallOff Contract Term The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. For clarity, any claim for direct loss, destruction, corruption, degradation or damage to Personal Data will be governed by the Buyer Data liability limit set out above and not by the Data Protection Liability Cap.
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Insurance	The Supplier insurance(s) required will be: • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law for any one event. Buyer acknowledges that the Supplier's professional indemnity insurance cover has an aggregate limit of US\$10m. In satisfaction of clause 9.4 of Part B (Terms and Conditions) the Buyer agrees that the Supplier will only provide copies of insurance certificates.
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Buyer's responsibilities	In addition to any other responsibilities or assumptions described in this Call-Off Contract, set forth below is a list of the obligations for which the Buyer will be responsible, conditions on the Supplier's performance, and assumptions upon which the Supplier relies in agreeing to perform the Services described in this Call-Off Contract (collectively "Buyer's Obligations"). If any of the Buyer's Obligations are not performed or prove to be incorrect, it may cause changes to the Charges, Deliverables, level of effort required to perform the Services, or otherwise impact the Supplier's performance of the Services, and the Supplier shall have no liability with respect to its inability to perform the Services. The Buyer shall grant to Supplier such additional time as is reasonable to provide the Services and/or the relevant Deliverables, as the case maybe, and shall pay to the Supplier any additional Charges for any necessary additional effort. The following Buyer Obligations shall be met for duration of the Services. 1. Buyer will provide a named Project Lead to review any Deliverables produced by the Supplier team within 3 days upon receiving them. This includes attending any review checkpoints and providing timely feedback. The Supplier team will then have 2 days to make final changes as per the feedback and submit the output for final sign-off which is to be provided within 1 day upon receiving it. 2. Buyer will provide timely access to the relevant stakeholders to co-create, review and sign off deliverables as well as participate in relevant activities (e.g., Change Champions Network). These resources will require capacity to engage in the activities outlined. 3. Buyer will provide timely access to relevant information, data, existing material, resources and subject matter experts, to enable Supplier to progress its activities effectively. 4. Buyer will provide timely access to resources necessary to conduct the handover of any relevant documents and activities. 5. The Buyer shall ensure that no Personal Data is shared with or sent to the Supplier for the duration of this CallOff Contract. 6. Decisions to be made by Buyer will be made promptly and without delay.
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	7. Any Confidential Information disclosed to third parties contracted by the Buyer shall be subject to equivalent confidentiality obligations of this Call-Off Contract. 8. Buyer shall be responsible for obtaining and providing access to, at no cost to Supplier, consents for Supplier's use of any third-party products, including, but not limited to software and open-source products (including purchase of any licenses), necessary for Supplier to perform the Services in this proposal. 9. Buyer shall be responsible for the performance of other suppliers or vendors engaged by Buyer in connection with the Services and ensuring that they cooperate with Supplier. 10. Buyer shall be responsible for their operation and use of the Deliverables and for determining whether to use or refrain from using any recommendation that may be made by Supplier. Buyer will be solely responsible for determining whether any Services provided by Supplier (i) meet Buyer's requirements; (ii) comply with all laws and regulations applicable to Buyer; and (iii) comply with Buyer's applicable internal guidelines and any other agreements it has with third parties. 11. The Buyer is responsible for regression testing, non functional testing, performance & PEN testing in relation to each microservice. Such testing will be conducted by the Buyer after the Supplier has delivered a microservice to Non Prod. The following Buyer Obligations shall be met by the dates specified below: <table border="1" data-bbox="587 1473 1428 1612"> <tr> <th data-bbox="587 1473 1217 1612">Buyer Obligation</th><th data-bbox="1217 1473 1428 1612">Required by date</th></tr> <tr> <td data-bbox="587 1612 1217 1612"></td><td data-bbox="1217 1612 1428 1612"></td></tr> </table>	Buyer Obligation	Required by date		
Buyer Obligation	Required by date				

	Buyer to provide the Supplier team members with Working MacBooks that are set up to run Docker, VSCODE, Git, AWS. The Buyer shall ensure the MacBooks have the necessary and correct permissions to allow the Supplier team to work without impediment. Should any changes be made to the Supplier team members during the term of this Contract the Buyer shall provide the MacBook and necessary access, permissions and licenses to replacement team members within 5 Working Days from the Suppliers request.	14/05/2023
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	The Buyer shall provide the Supplier with licenses for all required software & SaaS products identified by the Supplier.	14/05/2023
	The Buyer shall provide multi factor authentication (MFA) working for all Supplier staff for the duration of the Contract.	14/05/2023
	The Buyer shall ensure appropriate access and permissions to all relevant AWS accounts required to complete the Services.	14/05/2023
	The Buyer shall ensure the Supplier has the ability to use the DevOps group Role in Non Prod.	14/05/2023
	The Buyer shall ensure AWS regions, that host in scope services, are continually working and available.	14/05/2023
	The Buyer shall ensure the Supplier has access to GitLab as Owner for forked repository.	14/05/2023

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Buyer's equipment	Where the Supplier is required to use Buyer's equipment for information governance and/or security reasons, the Buyer's equipment to be used within this Call-Off Contract includes Buyer supplied laptop devices, smartcard/dongles and access to Buyer files and emails.
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Supplier's information

Subcontractors or partners	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.

Payment method	The payment method for this Call-Off Contract is Fixed Price Payment for this Call-Off Contract will be made via BACS (Bankers Automated Clearance Service). The Buyer shall only make BACS payments after an initial invoice has been validated and approved by the Buyer which
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	shall occur within five (5) Working Days of the initial invoice being sent, after which the final invoice shall be issued to Shared Services Connected Ltd (SSCL) and payment made in accordance with the Invoice details below.
Payment profile	The payment profile for this Call-Off Contract is payment upon the Supplier receiving the Buyers Acceptance of each Deliverable in accordance with Schedule 1.
Invoice details	The Supplier will issue electronic invoices on receipt of the Buyers Acceptance of each Deliverable as set out in Schedule 1. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.

Who and where to send invoices to	Where electronic invoices are emailed, they shall be emailed to the following SSCL shared inbox: REDACTED TEXT under FOIA Section 40 A copy with supporting MI should also be emailed to REDACTED TEXT under FOIA Section 40 and REDACTED TEXT under FOIA Section 40
Invoice information required	All invoices must as a minimum include the following: • DWP Purchase Order Number (invoices without PO number will be rejected) • DWP Contract Reference - ecm-11094 • Supplier remittance address • Details of service carried out • Cost of Service • VAT element of cost • Remittance date • Due Date The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Part B, clause 7.5 of the Call-Off Contract.

	The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out and the provisions of this Call-Off Contract.
Invoice frequency	Invoice will be sent to the Buyer following Acceptance by the Buyer of each Milestone
Call-Off Contract value	The total value of this Call-Off Contract is Primary Term: £324,536.80 excluding VAT as more specifically described in the Call-Off Contract charges Extension value (if utilised): up to a maximum of £405,000.00 excluding VAT. Potential Total Contract value including extension: £729,536.80 excluding VAT

Call-Off Contract charges	The detailed breakdown of the Charges for the provision of the Services during the Term are anticipated to be as follows:		
	Milestone Deliverable	Milestone Date	Milestone Value (excluding VAT)
	Microservice 1	30/06/2023	REDACTED TEXT under FOIA Section 40
	Microservice 2	31/07/2023	REDACTED TEXT under FOIA Section 40
	Microservice 3	31/08/2023	REDACTED TEXT under FOIA Section 40
	Microservice 4	30/09/2023	REDACTED TEXT under FOIA Section 40

Additional Buyer terms

Performance of the Service	The service will be delivered in a collaborative manner with complete transparency and all outputs being uploaded to the appropriate Buyer repository either: DWP Place, Jira, Gitlab or Confluence. The Services to be performed by the Supplier are set out in Schedule 1 to this Call-off Contract.
Guarantee	Not applicable

Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that: • The Supplier will provide the service as described in accordance with the terms and conditions listed under this Call-Off Contract. • The Supplier perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice. • The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services. • Supplier warrants that it will only engage Personnel who are on Supplier's payroll and/or umbrella company with full PAYE tax and national insurance deducted for such Personnel at source and therefore outside IR35 under this Call-Off Contract unless otherwise approved in writing in advance by the Buyer.
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Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the pipelines will be developed by the Supplier to the same standards and assumptions as the completed Online Revive Service migration. These standards and coding practices are documented in the history of Git commits for the Online Revive service. Any changes or deviations to standards will be impacted and any required changes managed through the Variation process. The Buyer will retain responsibility for its own compliance with any laws and regulations applicable to the Buyer and the Buyer shall be responsible for determining whether the Services and Deliverables meet the Buyer's requirements or comply with any laws, regulations, policies or guidance to which the Buyer is subject. The Buyer expressly acknowledges that it is ultimately responsible for assessing the applicability and relevance of the Deliverables/Services. If, at any time, the Supplier becomes aware that it will not (or is unlikely to) be able to provide any Deliverable within the agreed timeframe, it shall as soon as is reasonably practicable (and in no event no later than 3 days after becoming aware) notify the Buyer's principle contact in the Call-Off Contract of the delay and summarise the reasons for it, the consequences of the delay, and set out the steps that the Supplier proposes to take to rectify the situation. The Supplier will make all reasonable endeavours to eliminate or mitigate the consequences of the delay. This Call-Off Contract is for services, with outcome based deliverables and will be operated as follows: • The Deliverables are outcomes based and allow the Supplier to manage the Supplier Staff and determine how the outcomes will be delivered under this Call-Off Contract. • The Supplier staff will be under the day to day direction and control of the Supplier, not the Buyer. • Any quality and non-delivery issues will be raised directly with the Supplier's representative, rather than the individual Supplier Staff. • The Supplier will be held accountable by the Buyer for nondelivery of Services that are specified in this contract, not individual Supplier Staff.
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	• The Supplier is able to substitute the individual Supplier Staff to undertake the services within this contract if required.
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In the event that the Supplier has any concerns that the daytoday working level arrangements do not confirm to the Delivery principles above, the Supplier will advise the Buyer's principle contact named in the Order Form in order to agree appropriate corrective actions.

BPSS

The Supplier and any Subcontractors shall comply with HMG Baseline Personnel Security Standards (BPSS) / Government Staff Vetting Procedures Version 6.08/01/2015 in respect of all persons who are employed or engaged by the Supplier and any Subcontractors in provision of Services under this Call-Off Contract, unless alternative agreement of personnel security is already in place between the Buyer and the Supplier and any Subcontractors. The HMG Baseline Personnel Security Standards (BPSS) / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality / immigration status and criminal records designed to provide a level of assurance.

Guidance for Suppliers can be found at:

[Government baseline personnel security standard - GOV.UK \(www.gov.uk\)](http://www.gov.uk/government/baseline-personnel-security-standard)

The Supplier confirms that all Supplier Staff shall hold BPSS clearance at the Start Date and for the Term of the Call-Off Contract. Where the Buyer requires that Supplier Staff have privileged access, the Buyer will sponsor Supplier staff for SC clearance. The Buyer will provide guidance to the Supplier on which aspects of the work cannot be carried out by Supplier Staff until they have been successful in obtaining SC clearance.

Staff

Neither Party will solicit, offer work to, employ, or contract with, directly or indirectly, any of the other Party's or its affiliates employees during their engagement in the Services or during the 12 months after the employee ceases to be engaged in such Services. However, this restriction will not apply to employees who are not engaged in the Services or who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

Suspension

	In the event the Buyer suspends this Call-Off Contract or a Statement of Work, in accordance with clause 19.1 of Part B (Terms and Conditions) the Supplier shall be entitled to receive payment of a proportion of the total Charges, which shall be calculated on a pro-rata basis, based on the number of man days expended by the Supplier in performing the Services from the last milestone date until the date of suspension subject to the Supplier having met the Acceptance Criteria for the associated Deliverables set out in the Statement of Work for that last milestone. Further, the Supplier will not be required to retain the Supplier Staff during the period of suspension. The Parties, in accordance with the Variation process, will agree the necessary changes to the Call-off Contract and/or Statement of Work to recommence the Services. Termination In that event, the Buyer terminates this Call-Off Contract or a Statement of Work in accordance with clause 18.1 of Part B (Terms and Conditions) the Contractor shall be entitled to receive payment of a proportion of the total Charges, which shall be calculated on a pro-rata basis, based on the number of man days expended by the Contractor in performing the Services until the agreed termination date on which the SOW terminates. The Supplier agrees to take all reasonable steps to minimise and mitigate such costs arising from termination in accordance with this clause 18.1. Business continuity and Disaster recovery. The Buyer agrees that clause 6.1 & 6.2 of Part B (Terms and Conditions) do not apply to the Services in this Call-off Contract.
Alternative clauses	Not Applicable

Buyer specific amendments to/refinements of the Call-Off Contract terms	For the avoidance of doubt, the Supplier Terms and Conditions shall not apply to this Call-Off Contract. Security <u>Offshoring</u> Offshoring clauses within this contract will align to DWP's requirement to ensure Buyer Data is not accessed, processed,
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	hosted or transferred outside the United Kingdom without the prior written consent of the Buyer: The Supplier and any of its Sub-contractors, shall not access, process, host or transfer Buyer Data outside the United Kingdom (UK) without the prior written consent of the Buyer, and where the Buyer gives consent, the Supplier shall comply with any reasonable instructions notified to it by the Buyer in relation to the Buyer Data in question. Where the Buyer has given its prior written consent to the Supplier to access, process, host or transfer Authority Data from premises outside the United Kingdom (in accordance with the paragraph above): a) the Supplier must notify the Buyer (in so far as they are not prohibited by Law) where any Regulatory Bodies seek to gain or has gained access to such Supplier Data; b) the Supplier shall take all necessary steps in order to prevent any access to, or disclosure of, any Buyer Data to any Regulatory Bodies outside the United Kingdom unless required by Law without any applicable exception or exemption. <u>Information Security Questionnaire (ISQ)</u> The reference at clause 16.1 (Part B Terms and Conditions) to a <i>Security Management Plan</i> is replaced, with the requirement to complete an <i>Information Security Questionnaire (ISQ)</i> at the Buyer's request. <u>Security Requirements</u> The scope of Services and Deliverables will be performed by the Supplier using the Buyer's environments only. Any change to this arrangement will be subject to a change to this Call-Off Contract in accordance with the Variation process. Such Variation will include the agreement of security measures for the Supplier's environments.
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Personal Data and Data Subjects	See Schedule 7, Annex 1.
Intellectual Property	On receipt of payment for the Deliverables, the ownership in any Project Specific IPR created under this Call-off Contract shall vest in the Buyer.
Social Value	Accenture attends a Strategic Group Board with DWP on a quarterly basis. Accenture will provide updates as requested on its social value initiatives at this forum.

1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff 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 RM1557.13 .

Signed	Supplier	Buyer
Name		
Title		
Signature		
Date		

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)

- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)

- 25 (Publicity and branding)

- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

3. Supply of services

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

4. Supplier staff

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

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer 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 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause
 - 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

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

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

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

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

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

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

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

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

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;

(c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by

the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or thirdparty claim is caused by the Supplier's breach of this Contract.

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information 12.1

The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/securitypolicyframework>
and the Government Security Classification policy:
<https://www.gov.uk/government/publications/governmentsecurityclassifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adoptriskmanagementapproach>
and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protectionsensitive-information-andassets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/riskmanagement-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/technologycodeofpractice/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-cloudsecurityprinciples>
 - 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-codeofpractice/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 CallOff Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of

Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with 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 are reasonable compensation and cover all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the

Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)

- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

19.5.2 return any materials created by the Supplier under this Call-Off

Contract if the IPRs are owned by the Buyer

- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

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

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

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier 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 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

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

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

- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

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

Clause

24.2 will not be taken into consideration.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

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

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

29.2.1 the activities they perform

29.2.2 age

- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement

- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

- 29.5 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
 - 29.5.1 its failure to comply with the provisions of this clause

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

Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

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

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this CallOff Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

The Supplier will provide "Accenture DevXOps Cloud Services" as described in the G-Cloud Service Offering, service ID 5144 8183 2581 526.

The overarching Services that could be provided by the Supplier under Lot 3 are included within the attached Service description.



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Accenture.pdf

Supplier will provide the following Services to assist Buyer with the Project.

The Supplier will provide DevOps capability to support the DWP Digital Children & Families (Common Platforms) team to deliver:

- Ongoing projects within CMG such as internal IAM, CICD Pipeline Maturity and discovery activity to move CMG pipelines to GitLab;
- Online applications and online portal by managing environments, connections and deployment pipelines to allow these projects to progress into live deployment and iterate their service within live;

- Improvements to the DWP DevOps capability, by improving shared components and automating tasks currently performed manually.

The Supplier will implement and configure new pipelines to move existing microservices to the DWPs Non Prod environment.

Configuring and improving already migrated pipelines: Where the Supplier finds better ways of implementation, the Supplier will backport them to already completed workloads during the term of this Call-off Contract.

Supporting First Production release: The Supplier will support the Buyer during the first production release of a Microservice that has been deployed to Non Prod using a Supplier built pipeline and where the Microservice is deployed by the Buyer during the term of this Call-off Contract. Support will be for duration of the release window only.

Supporting subsequent Production releases: The Supplier will support the Buyer for the duration of subsequent production releases in the following circumstance only: where code directly written by the Supplier during the contract causes a bug or failure. Any and all code written by the Buyer and other entities is out of scope. Such remediation will be limited to fixes or workarounds for issues within the code of the Pipeline that have been introduced by the Supplier and that are agreed by the Parties to be of critical or high importance. This support will be provided where a Microservice is deployed by the Buyer during the term of this Call-off Contract. Support will be for duration of the release window only.

The Parties will hold regular governance meetings in the form of daily stand ups and weekly touchpoints where progress will be recorded against the Deliverables and the Buyer Responsibilities and where escalations will be managed. Accenture's primary point of contact is Rowan Derrigan.

Out of Scope

The parties agree the following are not included in the scope of the Suppliers Services:

- The 3 T project is out of scope, as it is not production ready.
- Producing the microservices to any new standards and patterns introduced.
- All testing of the microservices is out of scope

Deliverables

The following Deliverables will be produced by the Supplier in collaboration with the Buyer.

Four pipelines for Microservices in CMG: to be migrated to the same standard as the Online Revive Service migration.

Milestone Deliverable	Description (detailed description including format of the Deliverable)	Acceptance Criteria	Milestone Date
Microservice 1	Deliverables: 1 pipeline to migrate an existing Microservice migrated to NonProd environment:	Discovery - Discovery of existing terraform Successfully deployed Microservice into NonProd - Integration with single ami - Bootstrap & Ansible - RPM packaging - GitLab CI Pipeline - GitLab CD Pipeline - Terraform Migration (if needed - to 0.12.x) Terraform single structure - Create README documentation up to the standard of Online Revive GitLab - Setup of Branch protection - Setup of CODEOWNERS Support to the Prod environment - Runbooks in Confluence - SRE & DevOps handover A workshop to walkthrough changes	30/06/2023

Microservice 2	Deliverables: 1 pipeline to migrate an existing Microservice migrated to NonProd environment:	Discovery - Discovery of existing terraform Successfully deployed Microservice into NonProd - Integration with single ami - Bootstrap & Ansible - RPM packaging - GitLab CI Pipeline - GitLab CD Pipeline - Terraform Migration (if needed - to 0.12.x) - Terraform single structure	31/07/2023
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Milestone Deliverable	Description (detailed description including format of the Deliverable)	Acceptance Criteria	Milestone Date
		- Create README documentation up to the standard of Online Revive GitLab - Setup of Branch protection - Setup of CODEOWNERS Support to the Prod environment - Runbooks in Confluence - SRE & DevOps handover A workshop to walkthrough changes	

Microservice 3	Deliverables: 1 pipeline to migrate an existing Microservice migrated to NonProd environment:	Discovery - Discovery of existing terraform Successfully deployed Microservice into NonProd - Integration with single ami - Bootstrap & Ansible - RPM packaging - GitLab CI Pipeline - GitLab CD Pipeline - Terraform Migration (if needed - to 0.12.x) Terraform single structure - Create README documentation up to the standard of Online Revive GitLab - Setup of Branch protection - Setup of CODEOWNERS Support to the Prod environment - Runbooks in Confluence - SRE & DevOps handover A workshop to walkthrough changes	31/08/2023
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Unless otherwise agreed to in writing by the parties, the above describes the Supplier's complete scope of Services.

Milestone Deliverable	Description (detailed description including format of the Deliverable)	Acceptance Criteria	Milestone Date
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Microservice 4	Deliverables: 1 pipeline to migrate an existing Microservice migrated to NonProd environment:	Discovery - Discovery of existing terraform Successfully deployed Microservice into NonProd - Integration with single ami - Bootstrap & Ansible - RPM packaging - GitLab CI Pipeline - GitLab CD Pipeline - Terraform Migration (if needed - to 0.12.x) Terraform single structure - Create README documentation up to the standard of Online Revive GitLab - Setup of Branch protection - Setup of CODEOWNERS Support to the Prod environment - Runbooks in Confluence - SRE & DevOps handover - A workshop to walkthrough changes	30/09/2023
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Variations

Should the Buyer request any changes to the scope of Services (including changes to the standards), Deliverables or in the event the Buyer cannot complete any of the Buyer Responsibilities by the dates specified, or if any of the assumptions prove to be incorrect, it will be subject to an impact assessment and any changes to the Fixed Charges, Milestone Dates, and any other aspects of the Call-off Contract will be made in the form of a Variation.

Definitions

For the purpose of this Call-Off Contract, the following definitions shall apply:

“Accepted” / “Acceptance” means the Deliverable meets its Acceptance Criteria in all material respects and that the Buyer agrees that the Supplier has fulfilled its obligations under this Call-Off Contract for this Deliverable and shall not be entitled thereafter to reject the Deliverable or claim that it does not comply with the relevant requirements of the Call-Off Contract for such Deliverable. Any further changes to the Deliverable shall be in accordance with the Variation Procedure.

"Acceptance Criteria" means the agreed criteria for each Deliverable of this Call-Off Contract.

“Acceptance Procedure” means the procedure defined in this Call-Off Contract for the Acceptance of Deliverables.

Acceptance Procedure

The Supplier will advise the Buyer when the Deliverable is ready for review and the Buyer shall promptly review. If a Deliverable materially meets the relevant ("Acceptance Criteria") as detailed in the table in this Schedule 1, the Buyer shall notify the Supplier immediately in writing, and such Deliverable shall be accepted by the Buyer. If the Deliverable materially fails to meet the relevant description or Acceptance Criteria then the Buyer shall notify the Supplier immediately in writing, with sufficient details and comments in respect of the failure to enable the Supplier to use reasonable endeavours to remedy any material defects at the Suppliers cost and confirm the relevant Deliverable is ready for review against the relevant Acceptance Criteria within 10 (ten) Working Days (or such longer period as is reasonable in view of the nature of the defect) from the date of the Buyer's initial notice of the failure of the Deliverable to satisfy the Acceptance Criteria.

Deemed Acceptance

The Buyer confirms that it will be deemed to have Accepted the relevant Deliverable on the earlier of: (a) using the Deliverable (other than for carrying out the Acceptance review) or modifying it; or (b) 5 (five) Working Days from the date that the Supplier tells the Buyer that the relevant Deliverable is ready for acceptance (if the Buyer does not inform the Supplier within this time of any material failure of the Deliverable to meet the relevant description or Acceptance Criteria).

Meaning of Acceptance

Acceptance by the Buyer of the relevant Deliverable in accordance with the provisions of a) and/or b) confirms that the Deliverable meets the requirements of this Call-Off Contract and that the Buyer may not then reject the Deliverable or make any claims in respect of any defects or problems which are subsequently discovered by the Buyer in respect of the Deliverable. Any further changes requested to the Deliverable shall be in accordance with the Variation Procedure.

Schedule 2: Call-Off Contract charges

The Supplier's Charges for its Services are a fixed fee of **£324,536.80**, exclusive of VAT, and will be invoiced on receipt of the Buyers acceptance of each Deliverable in accordance with the table set out Schedule 1.

The Charges payable for each Milestone are set out in the table below:

Milestone Deliverable	Milestone Date	Milestone Value (excluding VAT)
Microservice 1	30/06/2023	REDACTED TEXT under FOIA Section 40
Microservice 2	31/07/2023	REDACTED TEXT under FOIA Section 40
Microservice 3	31/08/2023	REDACTED TEXT under FOIA Section 40
Microservice 4	30/09/2023	REDACTED TEXT under FOIA Section 40

Expenses are not anticipated as work shall be performed remotely. In the event Reimbursable Expenses are likely to be incurred, parties will agree an appropriate amendment to the Charges.

Schedule 3: Collaboration agreement

Not applicable to this Call-Off Contract.

Schedule 4: Alternative clauses

Not applicable to this Call-Off Contract.

Schedule 5: Guarantee

Not applicable to this Call-Off Contract.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.

Expression	Meaning
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.

Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: - information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above - other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.

Expression	Meaning

Data Subject	Takes the meaning given in the UK GDPR
Default	Default is any: • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this CallOff Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.

Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any:

Expression	Meaning

	• acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
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Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.

Expression	Meaning
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.

Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are:

Expression	Meaning
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	• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.

Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other

Expression	Meaning
	information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.

Expression	Meaning
Personal Data	Takes the meaning given in the UK GDPR.

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.

Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.

Expression	Meaning
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).

Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.

Expression	Meaning
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.

Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls <u>ck-if-you-need-approval-to-spend-money-on-a-service</u>
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.

Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Expression	Meaning
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

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

Annex 1: Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are: REDACTED TEXT under FOIA Section 40

DWP Data Protection Officer's Team
Benton Park View 6
Room BP6001
Mail Handling Site A
Wolverhampton
WV98 1ZX

1.2 The contact details of the Supplier’s Data Protection Officer are: REDACTED TEXT under FOIA Section 40

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	
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Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below: • Not applicable The Supplier is Controller and the Buyer is Processor The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data: • Not applicable The Parties are Independent Controllers of Personal Data The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of: • Business contact details of Supplier Personnel for which the Supplier is the Controller • Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller To the extent any Personal Data is processed in the Supplier's environments it shall be processed in accordance with Supplier's applicable security standards that are accessible here: https://www.accenture.com/client-data-safeguards.
Duration of the Processing	Up to 7 years after the expiry or termination of this Call-Off Contract.

Nature and purposes of the Processing	To facilitate the effective communication between the Supplier and Buyer
Type of Personal Data	Name, job role title, Buyer email address, Buyer telephone number.
Categories of Data Subject	Buyer Staff (including volunteers, agents, and temporary workers).
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	All relevant data to be deleted 7 years after the expiry or termination of this Call-Off Contract unless longer retention is required by Law.

Annex 2: Joint Controller Agreement

Not Applicable