



Crown Commercial Service

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

Part A - Order Form	2
Schedule 1 - Services	7
Schedule 2 - Call-Off Contract charges	37
Part B - Terms and conditions	38
Schedule 3 - Collaboration agreement	52
Schedule 4 - Alternative clauses	52
Schedule 5 - Guarantee	52
Schedule 6 - Glossary and interpretations	52

Part A - Order Form

Digital Marketplace service ID number:	364972853340180, 350646072959107, 705185251528698 and 924929807058808
Call-Off Contract reference:	CPD4118139 - 00268775
Call-Off Contract title:	MHCLG Hosted Atlassian Service
Call-Off Contract description:	MHCLG Hosted Atlassian Service
Start date:	01/01/18 for Hosting and 21/3/18 for support and software
Expiry date:	31/12/19 for hosting and 20/3/20 for support and software
Call-Off Contract value:	£102,441.16 excluding VAT
Charging method:	Invoice/BACS
Purchase order number:	TBC

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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

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

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

From: the Buyer	REDACTED Ministry of Housing, Communities and Local Government (MHCLG) Buyer's main address: Fry Building, 2 Marsham Street, London SW1P 4DF
To: the Supplier	02381 157 800 Supplier's address: Clearvision CM 2005 Ltd Laurel Farm Winters Hill Durley Southampton Company number: 5643578
Together: the 'Parties'	

Principle contact details

For the Buyer:	REDACTED
For the Supplier:	REDACTED

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1/1/18 for hosting and 21/3/18 for support and software and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	Not required. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

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 1 - Cloud hosting Lot 2 - Cloud software Lot 3 - Cloud support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: Lot: Cloud Hosting Service Description: Atlassian Applications Hosting . Service ID: 364972853340180 Lot: Cloud Software Service Description: Atlassian & Marketplace Software Service ID: 350646072959107 Lot: Cloud Software Service Description: Sonatype Software Service ID: 705185251528698 Lot: Cloud Support

	<p>Service Description: Atlassian Consultancy Services Service ID: 924929807058808</p> <p>Service Description: Atlassian Training Service ID: 163039556113497</p> <p>Atlassian Software</p> <ul style="list-style-type: none"> - These are perpetual software license - Pricing includes license plus Y1 & 2 maintenance. - Maintenance renewal date will be 2 years from date of order (ie 20/3/20). <p>Nexus Software</p> <ul style="list-style-type: none"> - This is an Annual subscription license. - Priced is for 2 years subscription. - Anniversary date will start when order placed with Sonatype which like the Atlassian licenses is on receipt of PO (anticipated 20/3/20). <p>Hosting & Basic support</p> <ul style="list-style-type: none"> - 2 year period - Expires 31/12/19 <p>Additional Support (upgrade & Admin)</p> <ul style="list-style-type: none"> - 2 year period
Additional services:	N/A
Location:	The Services will be delivered to MHCLG offices - 2 Marsham Street, London SW1P 4DF.
Quality standards:	The quality standards required for this Call-Off Contract are N/A
Technical standards:	The technical standards required for this Call-Off Contract are N/A
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are (See appendix)
Onboarding:	The onboarding plan for this Call-Off Contract is to be agreed between both parties.
Offboarding:	The offboarding plan for this Call-Off Contract is Client to provide 30 days notice Clearvision on request will provide a back up of client data
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £500,000.00.</p> <p>The annual total liability for Buyer Data defaults will not exceed £102,441.16 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £102,441.16 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract

	<ul style="list-style-type: none"> 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
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 7 consecutive days
Audit:	None stated.
Buyer's responsibilities:	The Buyer is responsible for Making available relevant staff as required i.e attendance of workshops. Supply of domain name & SSL cert.
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes N/A

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners Atlassian = Software vendor Amazon Web Services = Hosting provider Sonatype = Software vendor
------------------------------------	---

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 Invoice/BACS
Payment profile:	The payment profile for this Call-Off Contract is - Invoice will be sent to MHCLG as below:- Licenses: Up front Hosting: Up front and recurring 12 months Professional Services: On completion of delivery and the client confirming satisfaction of delivery the project closed off by the CV PM. Clearvision will then invoice.
Invoice details:	The Supplier will issue electronic invoices as above The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to clginvoices@communities.gsi.gov.uk Please forward your invoice, which must quote our purchase order number, to the address shown below. Failure to comply with this instruction might result in payment being delayed. We can now also accept your invoice electronically. Send your invoice and any attachments as a pdf or tiff file to the following email address:- CLGInvoices@communities.gsi.gov.uk Only 1 invoice per email please. DCLG FSSD CP2P Team 4th Floor, High Trees, Hillfield Road, Hemel Hempstead HP2_ 4XN
Invoice information required – for example purchase order, project reference:	All invoices must include purchase order number, full description of goods and/or services and any appropriate supporting evidence.
Invoice frequency:	Invoice will be sent to the

	Licenses: Up front Hosting: Up front and recurring 12 months Professional Services: On completion of delivery and the client confirming satisfaction of delivery the project closed off by the CV PM. Clearvision will then invoice.
Call-Off Contract value:	The total value of this Call-Off Contract is £102,441.16 excluding VAT.
Call-Off Contract charges:	The breakdown of the Charges is detailed as per proposal

Additional buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: <ul style="list-style-type: none"> ● Platform set up ● Software installed ● Discovery workshop(S) ● Configuration ● UAT & post UAT amendments ● Handover & Go live support ● Ongoing reactive support as required
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	N/A
Alternative clauses:	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	N/A

1. Formation of contract

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

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

(C)

Signed:	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:		
Signature:	<u>X</u>	<u>X</u>
Date:	March 2018	March 2018

Schedule 1 - Services

Proposal

SOFTWARE			
Product	List	Discounted Price (10% Y1 & 5% Y2)	GBP
JIRA Software (Server) 100 Users: Commercial License - Licensed To: MHCLG - Support Period: 24 month(s)	\$9,900	\$9,075	£6,550.45
Confluence (Server) 100 Users: Commercial License - Licensed To: MHCLG - Support Period: 24 month(s)	\$7,650	\$7,063.5	£5,098.52
Bitbucket (Server) 50 Users: Commercial License - Licensed To: MHCLG - Support Period: 24 month(s)	\$5,400	\$4,986	£3,598.96
Bamboo (Server) 10 Remote Agent: Commercial License - Licensed To: MHCLG - Support Period: 24 month(s)	\$6,600	\$6,094	£4,398.73
Nexus Repo Pro - 50 Users - 24 Months subscription	\$12,000	\$11,100	£8,012.12
Total	\$41,550	\$38,318.5	£27,658.78

HOSTING							
Instance	Application	Tier	Price (Y1)	Price (Y1)	Included Support Hours*	Included Service Hours**	

Main	Confluence	Silver	“	“	10	3	
Additional 1	Jira	Bronze	“	“	1	1	
Additional 2	Bitbucket	Bronze	“	“	1	1	
Additional 3	Bamboo	Bronze	“	“	1	1	
Additional 3	Nexus	Bronze	“	“	1	1	
Total			£14,448.88	£12,833.5	14	7	£27,282.38

PROFESSIONAL SERVICES			
Item	Rate	Qty (Days)	Total
Kickstart	£1,200	7	£8,400
Project Management	£1,100	1	£1,100
			£9,500

ADDITIONAL SUPPORT SERVICES		
Item	Detail	Price
Tools Support	50 hours support per year - (Total 100)	£17,500
Admin Support	Remote Admin Support - (36 Hours)	£6,500
Upgrade Support	4 x Consulting days for upgrade. 2 x standard working hours & 2 x out of hours for execution of live upgrade	£6,000
Total		£30,000

TRAINING			
Item	Detail	Course Fee	Total

Jira Introduction	<ul style="list-style-type: none"> • 2 x Onsite training course • 1 Day Duration • 12 Attendees per course • Lab environment & course materials included • Course content • This course also covers the basic Jira introduction component in the Jira Core course content 	£2,000	£4,000
Confluence Introduction	<ul style="list-style-type: none"> • 2 x Onsite training course • 1 Day Duration • 12 Attendees per course • Lab environment & course materials included • Course content 	£2,000	£4,000
Total			£8,000

TOTAL				
Component	Year 1 & 2	Start Date	Duration	Renewal Date
Software	£27,658.78	21/3/18	2 Years	20/3/20
Hosting	£27,282.38	01/01/18	2 Years	31/12/19
Professional Services (Set Up)	£9,500	N/A	N/A	N/A
Atlassian Tools Support	£17,500	21/03/18	2 Years	20/03/20
Admin Support	£6,500	21/03/18	36 Hours	20/03/20
Upgrade Support	£6,000	21/03/18	4 x consulting days	20/03/20
Training	£8,000	N/A	4 x courses	N/A
Total	£102,441.16			

*Admin support is 36 hours of admin time called off. The intention is to provide admin support for the initial part (first 6 months) of the project whilst internal admin staff up skill.

Support Schedule

Clearvision Support Provision. Clearvision Support shall be provided on the following terms and in accordance with the SLA below.

1. Support is charged in blocks of fifteen (15) minutes (“Charging Period”). The Charging Period begins upon Clearvision acknowledging, via the Support Desk, the Buyer’s Request. The Charging Period will end upon Clearvision a response to the Buyer.
2. Buyer shall be entitled to nominate five (5) authorised representatives to raise Support requests.
3. All requests, responses and time will be tracked by Clearvision. A report shall be made available upon request.
4. Support requests will not be actively worked by Clearvision and will not adhere to any agreed Service Level Agreement if all Support hours have already been used by the Buyer. Buyer This does not apply to infrastructure support which covers monitoring and system uptime which is uncapped.
5. Any on-site assistance requested by the Buyer or additional materials required to fulfil the requests shall be chargeable to the Buyer.
6. Support hours are non-transferrable following the expiration of the Support period. Support hours may not be exchanged for Professional Services (these will be quoted and delivered separately)

Clearvision Support - Service Level Agreement. The following SLA shall apply to Clearvision Support:

7. **Purpose.** The purpose of this SLA is to ensure that the proper elements and commitments are in place to provide consistent support and delivery to the Buyer by Clearvision by:
 - 7.1. presenting a clear, concise and measurable description of service provision to the Buyer;
 - 7.2. providing clear reference to service ownership, accountability, roles and responsibilities; and
 - 7.3. matching perceptions of expected service provision with actual service support & delivery.
9. **Definitions.** In this Schedule the following definitions shall apply:

“Application”	means the software applications;
“Availability”	means the continuous provision of the platform and infrastructure to 99.9% and the service to 99% of the purchased Operational Hours;
“Operational Hours”	means the time period over which the service will be available;
“Responsible User”	means the designated User or Users for the Buyer who will be responsible for interfacing and interacting

with Clearvision for support issues;

“SLA” means this Service Level Agreement;

“Support Hours” means the coverage of supplied support hours;

“Term” means the initial and renewal terms as defined in the associated Statement of Work and/or Purchase Order; and

“User” means any employee, representative, consultant, contractor or other party who has access to the Application/s.

10. **Named Buyer Contacts.** The Buyer will provide Clearvision with a list of personnel and technical contacts who will be responsible for service delivery from the Buyer’s perspective. An additional list of Users who will be authorised to raise service desk issues will also be provided to Clearvision by the Buyer and maintained as necessary.
11. **Party Responsibilities.** The areas of responsibility for Clearvision, the Buyer and any third party are as follows:

Service element	Clearvision	Buyer	Third party
Service Management	Project and services management to ensure smooth initiation and subsequent operation of services (if applicable)	None	None
Incident, Request, Change, Problem Management and Reporting	Notification of any incidents identified by Clearvision which impact the Buyer to Buyer's representatives. Resolution of any identified incidents and communication of updates to Buyer's representative during problem resolution. Closure of incidents on successful resolution. Meeting response times associated with service	Notification and/or escalation of incidents to Clearvision as and when identified by Buyer personnel - fault, system down or other similar incident. Handling of liaison with Buyer staff and associated end users while problem is under resolutions and notification of resolution to appropriate parties when required. Payment for all support costs at the agreed interval.	None

	related incidents, requests, problems and changes. Provide an accessible service portal for issue logging	Reasonable availability of customer representative(s) when resolving a service related incident or request.	
--	--	---	--

12. **Hours of cover.** The hours of support cover are detailed below:.

Option	Hours covered	Days covered
10/5	08:00 to 18:00 (GMT/BST/PST/EST)	Monday to Friday excluding Public Holidays

13. **Issue logging.**

13.1. In the first instance the Buyer's User will raise incidents, requests, changes or problems with their designated supervisor or Responsible User who will then escalate the incident via the Clearvision support portal.

13.2. Clearvision's support portal is found on <https://customersupport.clearvision-cm.com> and is available 24 hours per day.

13.3. All posted incidents must clearly define the nature of the incident and all relevant information, such as:

13.3.1. Business Impact: how many users or how much of the system is affected;

13.3.2. Application/s: what is affected by the incident;

13.3.3. Description: a detailed description of the incident;

13.3.4. Replication: steps required to replicate the issue if appropriate; and

13.3.5. Screenshot: where applicable, this should be included.

13.4. The Buyer shall provide to Clearvision any and all relevant details to enable Clearvision to provide more accurate response and faster resolution.

14. **Standard PAYG Support versus PAYG + Administration Support**

Feature	Standard Atlassian Tools Support	Atlassian Administration Support	Summary of Features/Limitations

Application support and guidance	◆	◆	Application support coverage for all Atlassian applications. Includes guidance and how to's for all aspects of; Confluence, JIRA, Crowd, Bamboo, Bitbucket, Fisheye, Clover and Crucible.
Incident break-fix support	◆	◆	Covers incidents and major incidents that occur within the Atlassian applications. If the application is down, we can fix it on a best endeavours basis.
Atlassian verified Marketplace add-on support and guidance	◆	◆	Support and guidance for Atlassian verified add-ons. This does not cover installation and configuration, see "Atlassian verified Marketplace add-on maintenance" for this feature.
24/7 Buyer portal	◆	◆	24/7 access* to our Customer Support portal. Issues will be tracked by Clearvision.
Post-incident investigation	◆	◆	Following an incident that occurred on your Atlassian application, we can investigate the cause and advise on preventative action. This includes outages, authentication failures, performance issues. This will require front end admin access and backend ssh/rdp in order to fulfil.
Remote support	◆	◆	Remote support for your Atlassian applications for collaborative resolutions. We will connect remotely to discuss and resolve supported issues.
Major incident assistance	◆	◆	Major incident assistance during your purchased support option hours coverage. If an application is down, we can help on a best endeavours basis.
Application administration support		◆	Atlassian application administration on your behalf, including: <ul style="list-style-type: none"> ● Dashboard configuration ● User management ● Scheme changes ● Mail configuration ● Workflow creation and changes ● Custom field creation
Atlassian verified Marketplace add-on maintenance		◆	Maintenance for Atlassian verified marketplace add-ons, including: <ul style="list-style-type: none"> ● Add-on installation ● Add-on configuration on a best

			endeavours basis <ul style="list-style-type: none"> ● Add-on upgrades ● Add-on scoping
Vendor escalation with issue management		◆	Vendor escalation with issue management includes Clearvision liaising with the application or plugin vendors to reach a resolution of your issue.
Application request fulfilment		◆	Clearvision can fulfil requests for your Atlassian applications including: <ul style="list-style-type: none"> ● Space/Project/Repo creation ● Space/Project/Repo configuration changes ● Adding/removing application users ● Application configuration

15. Core Supported Applications

Product	Support platforms (current version)
Confluence	Confluence supported platforms
JIRA	JIRA supported platforms
Crowd	Crowd supported platforms
Bamboo	Bamboo supported platforms and Bamboo support policy
BitBucket	BitBucket supported platforms and BitBucket support policy
FishEye	FishEye supported platforms
Crucible	Crucible supported platforms
Clover	Clover supported platforms

16. Support Issue Severity Levels.

- 16.1. Customer shall prioritise Issue Severity based on the Business Impact as described below. This is to ensure Clearvision is able to help restore a normal service operation as quickly as possible and to minimise the impact

on business operations, thus ensuring that the best possible levels of service quality and availability are maintained whilst following our SLA.

16.2. Clearvision shall validate Customer's Severity Level Designation, or notify Customer of a proposed change in the Severity Level Designation to a higher or lower level with justification for the proposal. In the event of a conflict regarding the appropriate Severity Level Designation, each party shall promptly escalate such conflict as per the Escalation Process documented in this SLA.

16.3. The Issue Severity Levels shall be as follows:

Priority	Definition	Response Method	Examples
P1	Critical indicates a production server or other mission critical system/s are down and no workaround is immediately available.	Buyer will be contacted initially by phone and backed up with support portal.	<ul style="list-style-type: none"> Performance of servers has degraded to an unusable level, e.g. Production server has failed, JIRA, Confluence etc. not accessible. No users are able to log into a production system. Multiple users unable to work AT ALL due to incorrect access. Request for access that is REQUIRED for multiple users, preventing them from working. An urgent request affecting multiple users.
P2	Degraded service - includes intermittent issues and reduced quality of service. A workaround may be available.	Initial response via support portal, if unresolved after three (3) communications and subject to availability and technical detail, a phone call will be arranged.	<ul style="list-style-type: none"> Performance of JIRA/Confluence applications is bad, but still usable. Intermittent issues with applications. Acceptable workaround may exist. Operations can continue in a restricted fashion, although long-term productivity might be adversely affected. A major milestone is at risk.
P3	General Issue - the issue does not significantly impact operations, or that a reasonable workaround has been implemented.	Support portal.	<ul style="list-style-type: none"> Documentation issues, e.g. cannot move Confluence page. A JIRA issue is corrupted in some way. A request with little or no impact if not fulfilled. Unable to transition workflow. Single user unable to authenticate.
P4	An issue of minor importance and low impact	Support portal.	<ul style="list-style-type: none"> Misspelled word on a Confluence page. Issue with little or no impact. General application usage questions. Page restrictions.

			<ul style="list-style-type: none"> Unable to move single JIRA issue.
--	--	--	---

15. **Response and Resolution objectives.**

Priority	Hours covered	Acknowledge/initial response	Detailed response	Target resolution	Status reporting
P1	08:00 to 18:00 (GMT/BST/PST/EST) for 10/5 Support Option	One (1) hour	Two (2) hours	Four (4) hours	Every two (2) hours
P2	08:00 to 18:00 (GMT/BST/PST/EST)	Four (4) hours	Twelve (4) hours	Eight (24) hours	Daily
P3	08:00 to 18:00 (GMT/BST/PST/EST)	Eight (8) hours	Eighteen (18) hours	Forty-eight (48) hours	Weekly
P4	08:00 to 18:00 (GMT/BST/PST/EST)	Twelve (12) hours	Thirty-six (36) hours	Ninety-six (96)	None

16. **Response and Resolutions conditions.** Clearvision will "stop the clock" when further information is required from the Buyer or Buyer third parties and no further progress can be made without such information. This includes pending information such as log files, thread dumps, screenshots and any other information required for issue resolution.

17. **Out of Hours.** Incident logged outside of the Buyer's normal Support Hours will be addressed as soon as the next support period commences.

18. **Scheduled Maintenance.** From time to time, maintenance of the Clearvision support portal is required and where possible this will be conducted out of hours outside 8am – 6pm Monday to Friday.

19. **Issue Closure.** In the event a response is requested from the Buyer or Buyer third party and is not received within three (3) working days, Clearvision reserves the right to close the issue.

20. **Temporary suspension of SLA.**

20.1. This SLA may be temporarily suspended:

20.1.1. in the event changes to the service being caused as a consequence of a Buyer third party or Buyer action which affects Clearvisions' ability to deliver to the terms of this SLA. Clearvision will use all reasonable endeavours to maintain service levels. In the event Clearvision deem it impossible or

unreasonable to maintain service levels, Clearvision may at its sole discretion temporarily suspend the SLA for a limited period; or

20.1.2. In the event the Buyer misuses the priority selection, cv will communicate with the creator and advise of correct priority. However in the event the Buyer consistently misuses the priority selection cv reserves right to suspend SLA.

20.2. If the temporary suspension is prolonged or becomes permanent, Clearvision will discuss with Buyer and formulate an alternative SLA.

21. Escalation

21.1. The Buyer will in, the first instance, escalate support requests to the service desk team leader using the support portal.

21.2. If the Buyer is unable to reach an agreement with the service desk team leader, it may then escalate the issue to higher level of management as per the escalation path detailed below.

Escalation Level	Clearvision contact	Contact email	Contact phone
Major	REDACTED		
Critical	REDACTED		

24. SLA Term and Change Control.

24.1. Changes to this SLA may be made from time to time at the sole discretion of Clearvision. Version numbers of this document will be incremented.

24.2. Any changes to the SLA will be distributed to the Buyer for review and agreement at least sixty (60) days prior to implementation. If no response is received from the Buyer within thirty (30) days, Clearvision will infer the Buyer's agreement to the changes. The changes will be implemented as planned.

24.3. Temporary changes to this SLA may be made from time to time as agreed between the Parties. These changes will be documented and agreed in advance for the specified temporary period. On conclusion of the temporary period this default SLA will be deemed back in effect.

Hosting Schedule

Clearvision Hosting. Clearvision's Hosting shall be provided to the Buyer based on the terms and Support Level Agreement (SLA) contained within this Hosting Schedule.

1. **Purpose.** This Hosting Schedule details the SLA between Clearvision and the Buyer for the provision of Hosting Services.
2. **Definitions.**

“Application”	means the software applications as documented in the associated Statement of Work and/or Purchase Order;
“Availability”	means the continuous provision of the Platform and Infrastructure to 99.9% and the Service to 99% of the contracted Operational Hours;
“External Storage”	means the data storage associated with the Services which will persist beyond the life of the Host;
“Host”	refers to a virtualised server deployed to support one or more Applications;
“Infrastructure”	refers to the ancillary systems support the delivery of the Host systems to the Buyer;
“Operational Hours”	means the time period over which the Service will be available;
“Platform”	refers to the Host/s and associated Infrastructure that provide the basis for the Service delivery;
“Responsible User”	means the designated User or Users for the Buyer who will be responsible to interfacing and interacting with Clearvision for support issues and similar problems;
“Service”	means the applications hosted. For example (Jira, Confluence & Atlassian MarketPlace Plug-Ins)
“Support Hours”	means the coverage of supplied support hours associated with the Support Schedule;
“Term”	means the Initial and Renewal Terms of the applications as given in the applicable Statement of Work and/or Purchase Order; and
“User”	means any employee, representative, consultant, contractor or other party who have access to the Application/s.

3. **Named Buyer Contacts.** The Buyer will provide Clearvision with a list of personnel and technical contacts who will be responsible for Service delivery from the Buyer's perspective. An additional list of Users who will be authorised to raise service desk issues will also be provided to Clearvision by the Buyer and maintained as necessary.
4. **Party Responsibilities.** The following table defines the areas of responsibility between Clearvision, the Buyer and any Third Party.

Service element	Clearvision	Buyer	Third Party
Service Management	Project and services management to ensure smooth initiation and subsequent operation of services.	None	None
Incident Management and Reporting	<ul style="list-style-type: none"> Notification of any incidents identified by Clearvision which impact the Buyer to Buyer's representatives. Resolution of any identified problems and communication of updates to Buyer's representative during problem resolution. Closure of incidents on successful resolution. 	<ul style="list-style-type: none"> Notification and/or escalation of incidents to Clearvision as and when identified by Buyer personnel - fault, system down or other similar incident. Handling of liaison with Buyer staff and associated end users while problem is under resolutions and notification of problem resolution to appropriate parties when required. 	None
Performance/Fault Monitoring	Monitoring of systems services for performance analysis and detection of faults.	None	None
Change, Release and Configuration Management	<ul style="list-style-type: none"> Identification of changes required to system and notification of the same to the Buyer. Planning of change Release and documentation of Configuration changes if appropriate. Completion of Change Management process. 	<ul style="list-style-type: none"> Identification of changes required to system and notification of the same to Clearvision. Sign-off on indicated changes and release plan. Depending on the nature and extent of a change, standard Clearvision T&M charges may apply. 	None

Management of Third Parties	Management of hosting infrastructure services provider.	<ul style="list-style-type: none"> Management of any Buyer contracted third party involved in system implementation and ongoing service. This would include infrastructure and networking providers etc. where applicable. 	None
Application Security	Clearvision will provide one or more firewalls to secure the application servers. Clearvision will ensure the security of the service provision through applicable access controls for it's own staff. This will limit access to the underlying systems to approved Clearvision personnel only.	The Buyer will be responsible for the access controls applied against the end users of the applications through password management and the adding and/or removing users from LDAP / AD.	None
Disaster Recovery	<ul style="list-style-type: none"> Clearvision will monitor the systems at all times and will additionally monitor alerts from the underlying services provision. In the event of a system failure Clearvision will provide immediate notification to the Buyer. Clearvision will attempt to restore services by restarting the necessary applications and services. In the event of data loss or corruption, Clearvision will restore from the latest available backup. 	<ul style="list-style-type: none"> The Buyer will monitor the applications themselves as end users of the service. In the event of a system failure the Buyer will provide immediate notification to Clearvision. In the event of Data Corruption through malicious or accidental activities (e.g. deletion of a JIRA Project) the Buyer will identify the Data Loss to Clearvision so that efforts can be made to retrieve the data from backups and restore this to production systems. 	None
Host Management & Monitoring	Full management and monitoring of all services implemented on behalf of the Buyer.	None	None
Backup of Data	Full provisioning of backups and monitoring of backup processes in accordance with this Hosting Schedule	<ul style="list-style-type: none"> Specification of the Recovery Point Objectives and Recovery Time Objectives on project initiation and subsequent change request if appropriate. 	None

- Timely notification of any Data Loss or Corruption in the event of accidental or malicious activities to enable speedy and effective recovery.

Firewall Provision and Configuration	Provision and configuration of the firewall services to ensure unwanted traffic is prevented from accessing the Service.	None	None
Infrastructure	Supply of services infrastructure as defined in the Contract terms and operation of the same.	None	None

5. Hosting Support.

- 5.1. The hosted infrastructure and applications are monitored 24/7/365.
- 5.2. Service provision includes monitoring and alerting which is always operational throughout the year. Incidents will be handled as per the Escalation Procedure below.
- 5.3. To initiate a Service request, the Buyer needs to follow the issue logging process as defined in the Support Schedule.

6. Escalation Procedure.

- 6.1. The Buyer will in the first instance escalate support requests to the service desk team leader via the portal.
- 6.2. If the Buyer is unable to reach an agreement with the service desk team leader, it may then escalate the issue to higher level of management as per the escalation path detailed below.

Escalation Level	Clearvision contact	Contact email	Contact phone
Major	Jake Churcher (Support Lead)	jchurcher@clearvision-cm.com	+44 (0) 2381 157802
Critical	Matt Muschol (Technical Director)	mmuschol@clearvision-cm.com	+44 (0) 2381 157820

7. Patch Management.

- 7.1. Clearvision undertake to manage the patching of the various operating systems supporting the Service on a planned schedule.
- 7.2. Security and vulnerability alerts are available for all operating systems (CentOS, Microsoft Windows) implemented by Clearvision on behalf of the Buyer. Clearvision will monitor these alerts and provide timely and effective resolution of any issues found.
- 7.3. Delivery of patches to the system will be conducted under change control procedures and will be applied within scheduled maintenance periods.
- 7.4. Critical operating system and application patches will be applied within 7 working days of their release into the public domain. This applies to supported operating systems (CentOS, Microsoft Windows) and any applications supporting the service including firewalls, web server and end user applications.

8. Update Management.

- 8.1. Version upgrades not included in Patch Management.
- 8.2. Application version upgrades are covered in the Atlassian Application Upgrade Support Option which is part of this agreement .
- 8.3. Update Management will be performed under the Change Management process and within scheduled maintenance.

9. Change Management.

- 9.1. A formal change management process will be used for any significant change to the Service provision undertaken by either the Buyer or Clearvision.
- 9.2. The change management process will include but not be limited to the following steps:
 - 9.2.1. Statement of Change
 - 9.2.2. Requirements Gathering
 - 9.2.3. Requirements Sign-off
 - 9.2.4. Project Specification
 - 9.2.5. Specification Review
 - 9.2.6. User Acceptance Testing (may be waived depending on change)

9.2.7. Project Scheduling

9.2.8. Changes Affected

9.2.9. Project Review

9.2.10. Project Sign-off

10. Service Availability.

10.1. Clearvision will use all best endeavours to ensure that the Availability of the Service meets the criteria defined within the SLA.

10.2. Availability is calculated on a monthly basis based on the following formula:

10.2.1. $\text{Availability (\%)} = (\text{total number of hours in period} - \text{Unavailable Hours}) \div \text{total hours in period}$

10.3. Unavailable Hours excludes any time associated with scheduled maintenance or waiting for Buyer or Buyer third party responses to requests for information and/or rectification.

11. Service Level Failures.

11.1. Principle Points

11.1.1. To ensure that Clearvision is complying with the Service Levels; and for identifying any failures to achieve Service Levels in the performance of the Supplier and/or provision of the Services.

11.1.2. Within twenty (20) Working Days of the Call Off Commencement Date the Supplier shall provide the Customer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.

11.2. Reporting of Service Level Failures

11.2.1. Clearvision shall report all failures to achieve Service Levels to the Buyer

11.2.2. Clearvision shall inform the Buyer, as far in advance as reasonably possible, if they are going to fail to achieve any or all of the Service Levels.

11.3. Performance Monitoring and Performance Review

11.3.1. Clearvision shall provide the Buyer with performance monitoring reports, which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:

11.3.1.1. for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;

11.3.1.2. a summary of all failures to achieve Service Levels that occurred during that Service Period;

11.3.1.3. any Critical Service Level Failures and details in relation thereto;

11.3.1.4. for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;

11.3.1.5. the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and

11.3.1.6. such other details as the Buyer may reasonably require from time to time.

11.3.2. The Parties shall attend meetings to discuss the delivery of the Service and Performance Monitoring Reports on a monthly basis (unless otherwise agreed). The Service Review will be the forum for the review by Clearvision and the Buyer of the Performance Monitoring Reports as well as the ongoing contractual and financial obligations of both Parties. The Service Review shall (unless otherwise agreed):

11.3.2.1. take place within one (1) week of the Performance Monitoring Reports being issued by Clearvision;

- 11.3.2.2. take place at such location and time (within normal business hours) as the Buyer shall reasonably require unless otherwise agreed in advance;
- 11.3.2.3. be attended by Clearvision's Representative(s) and the Buyer's Representative(s); and
- 11.3.2.4. be fully minuted by Clearvision. The prepared minutes will be circulated by Clearvision to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting. The minutes of the preceding month's Service Review will be agreed and signed by both the Clearvision's Representative and the Buyer's Representative at each meeting.
- 11.3.3. The Buyer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels or meet any obligations placed on Clearvision by this Call Off Contract.
 - 11.3.3.1. Clearvision shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance by Clearvision and the calculations of the amount of Service Credits for any specified Service Period.
- 11.4. Service Level Failure Caveats
 - 11.4.1. Only incidents due to known and accepted Clearvision Services are covered by this SLA. Incidents related to any part of the Service which derive from the actions of the Buyer and/or Buyer third parties do not constitute failures in terms of this SLA and are not subject to remedy by Clearvision under any support contract. Clearvision does not accept responsibility for any such incidents.
 - 11.4.2. Clearvision has control of the Infrastructure, Hosting Environment(s) and Applications as detailed in Schedule 1, The Services. Issues or incidents related to any system outside of Clearvision's direct control are not subject to this SLA and Clearvision accept no responsibility for any such issues.
 - 11.4.3. In the event that Clearvision does not meet or exceed the Service Availability as defined, the Buyer will be eligible for credits against any future charges as laid out below.

12. Service Credits.

- 12.1. Service credits are calculated on a monthly basis and reported on quarterly basis based on the calculated Availability for the previous period.
- 12.2. Where Availability of the Platform falls below 99.9% or Availability of the Service falls below 99%, a credit will be made based on the following formula:
 - 12.2.1.
$$\text{Credit} = (\text{number of hours of outage (full or in part)} - \text{number of allowed hours (based on SLA)}) \times 100\%$$
- 12.3. This credit will not exceed 25% of the applicable monthly fee and will only be issued if the value of the credit exceeds one pound (GBP/£).
- 13. **Dedicated Backup.** A full weekly backup is taken between 02:00 and 06:00 (GMT/BST) on each Sunday with daily incremental backups being taken at the same time each day up until the next full backup. Clearvision offer a Recover Point Objective (RPO) of 24 hours and a Recovery Time Objective (RTO) of 4 hours.
- 14. **Retention.** Weekly backups are retained for a period of four (4) weeks and daily incremental backups for up to thirteen (13) days depending on the current cycle.
- 15. **Distribution.** This Hosting Schedule is for distribution to contracted and potential Buyers for the purpose of defining the SLA pertaining to the Hosting services offered by Clearvision. The contents of this document copyright and are for privileged use only and must not be distributed or replicated in any form without the express consent of Clearvision.

Professional Services Schedule

1. Planning.

- 1.1. The Project Manager oversees the project, drives communication across the Clearvision/Buyer teams, ensures milestones are met and costs stay aligned with the original estimates.
- 1.2. The Project Manager is generally the primary point of contact for a project.
- 1.3. Project responsibilities are shared between the assigned Clearvision Project Manager and Lead Consultant.
- 1.4. The RACI table below defines the Project Management to be delivered throughout the project, the roles involved in completing the tasks and responsibility through the process.

Ref No.	Function	Project Manager	Lead Consultant
PM01	Schedule delivery dates of the consultant(s)	RA	C
PM02	Make updates to SoW to match agreed scope and expectations	RA	C
PM03	Provide input and review of SoW scope, dependencies and prerequisites	C	RA
PM04	Ensure SoW sign-off and acceptance by Buyer Stakeholders	RA	I
PM05	Highlight initial expected risks and dependencies	RA	C
PM06	Highlight Buyer owned risks and dependencies	RA	A
PM07	Setup pre-engagement initiation call	RA	C
PM08	Ensure logistical items are addressed on pre-engagement call	RA	C
PM09	Ensure travel and accommodation arrangements are made prior to the project	C	RA
PM10	Ensure Clearvision Internal IT resources (training environments, FTP) are in place (as required)	RA	I

PM11	Own project budget and highlight risk of overrun and / or remaining time available	RA	A
PM12	Take ownership of Clearvision owned risks identified throughout the project from engagement start date	C	RA
PM13	Escalation of challenges to Buyer stakeholders	RA	C
PM14	Provide regular Status Reporting through Basecamp	RA	I
PM15	Create and Issue Change Requests (as required)	RA	C
PM16	Confirm delivery against agreed scope	I	RA
PM17	Formal project closure to Buyer	RA	I

R = Responsible (Person who carries out the activity); **A = Accountable** (Person with decision authority); **C = Consulted** (Persons who are to be consulted before a decision / action is taken); **I = informed** (Persons who are to be informed about decision / activity)

Please note: If you have any questions regarding the scope of the SoW please let us know immediately – only work documented within the SoW will be undertaken. Please take care to ensure that all Buyer Responsibilities, Risks and Issues are understood. Where a Responsibility lies with the Buyer and said Responsibility cannot be met, this should be escalated to your Project Manager immediately to ensure delays and possible non-Delivery can be avoided. Any other work to be undertaken outside of that indicated in the SoW will only be carried out on the basis of a documented and formally agreed Change Request to the SoW. Said Change Requests may result in additional charges and/or project delivery delays.

2. Communication Strategy.

- 2.1. In principle, Clearvision's chosen method of communication for projects which are four (4) days or more in duration will be the online project management tool, Basecamp. For projects where the duration is less than 3 days Clearvision will communicate via email and telephone with the Buyer project team.
- 2.2. Please ensure that your Project Manager is made aware of all persons requiring access to Basecamp as an invitation will be sent via email to access the tool.
- 2.3. Clearvision encourages daily communication with Buyers via Basecamp to track the progress of the project, raise any issues and upload documents.
- 2.4. Clearvision will highlight any issues and possible deviations via this tool to confirm acceptance with the Buyer. Therefore where a Buyer chooses not to use Basecamp to communicate with Clearvision.
- 2.5. Clearvision cannot be held responsible or at fault for any project deviations which are deemed 'out of control'.

3. Project Responsibilities.

G-Cloud 9 Call-Off Contract - RM1557ix 08-05-2017

<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

Ref No.	Function	Clearvision	Buyer
PR01	Provide a qualified consultant	RA	I
PR02	Ensure travel and accommodation arrangements are made prior to the engagement	RA	C
PR03	Ensure a technical resource is available for a pre-engagement initiation call	AC	R
PR04	Provide access to the environment	AC	RC
PR05	Provide system environment and details of current environment for installation prior to engagement	AC	R
PR06	Confirm applications to be included in initial scoping exercise	AC	R
PR07	Confirm specification for installation prior to engagement	RA	C
PR08	Confirmation a suitable training room has been reserved for the mentoring sessions	I	R
PR09	White board/ flip chart and pens available for the requirement gathering day	I	RA
PR10	Confirmation of the system being installed to a test environment	A	RC
PR11	Provide details and current knowledge level of those attending the mentoring session	I	RA
PR12	Initial scoping investigation task	R	AC
PR13	Tool installation and initial configurations	R	AC
PR14	Advisory on further plugins/functionalities that will benefit existing processes	RA	I
PR15	Delivery of mentoring session	RA	I
PR16	Identify key personnel responsible for acceptance of phases	C	RA
PR17	Provide best practice advice	RA	I
PR18	Perform configuration changes in line with Buyer requirements	RA	C

R = Responsible (Person who carries out the activity); **A = Accountable** (Person with decision authority); **C = Consulted** (Persons who are to be consulted before a decision / action is taken); **I = informed** (Persons who are to be informed about decision / activity)

4. Project Assumptions.

- 4.1. Active participation by Buyer's resources in all tasks is a precondition to the successful completion of the project. Without timely access to personnel and information, engagement completion could be delayed and Buyer may incur additional expense.
- 4.2. During the engagement, Clearvision will require the following at Buyer's site:
 - 4.2.1. All Buyer preparation items must be complete and validated by the assigned Project Consultant in order to schedule the project kickoff;
 - 4.2.2. Buyer will identify a project leader as the principal contact for the Clearvision consultant/s;
 - 4.2.3. Buyer will identify the IT Management, Application subject matter experts and other appropriate personnel to be involved in this engagement. Access by the consultant/s to appropriate personnel will be provided on a timely basis;
 - 4.2.4. Timely access to personnel with appropriate system passwords, system and/or network configuration information, etc. when needed to tune the installation, to configure Changepoint, or resolve system (non-product) problems;
 - 4.2.5. Clearvision / Buyer to agree if there will be a requirement for any down time of the system. Out of hours support will be charged;
 - 4.2.6. Buyer shall be responsible for additional time and related expenses, which are incurred due to unavailable resources;
 - 4.2.7. All hardware and software required for the engagement shall be on-site and available to the Clearvision consultant(s) at the start of the engagement. Buyer will enable system and physical security access as needed for Clearvision team members. Resources not accessible to Clearvision consultant(s) may impact engagement duration and deliverables;
 - 4.2.8. Buyer must institute strict configuration management practices to ensure that servers and workstations are compliant with Clearvision requirements. Time invested by Clearvision staff troubleshooting servers or workstations is billable when servers or workstations do not meet published Clearvision requirements;
 - 4.2.9. Adequate workspace and/or training facilities will be provided for the Clearvision consultant(s) as required for the completion of this engagement; and
 - 4.2.10. Unless specifically covered within the Statement of Work, Clearvision is not responsible for any customizations, integrations, data conversions or product extensions.

5. Dependencies.

- 5.1. Assumptions made regarding environments and timescale for completion of tasks and Clearvision cannot guarantee the timescale or completion of activities against the SoW.
- 5.2. In order to mitigate risks in this area and to ensure a smooth delivery of the project tasks Clearvision have identified the following dependencies.

5.3. Dependencies must be formally acknowledged by the Buyer and in place within the identified timescales.

Ref No.	Item	Owner	Completion Due
D01	Any information requests (e.g. implementation questions, security access)	Buyer	1 week prior to start date
D02	Returned Technical Questionnaire (where applicable)	Buyer	1 week prior to start date
D03	Guest network access	Buyer	Start date
D04	Suitable place to work or meeting rooms	Buyer	Start date
D05	Administrator access is provided to the applications and servers	Buyer	Start date
D06	Prior to Production migration / upgrade UAT Sign-Off document must be provided	Buyer	As required

6. Project Hand-over/Closure.

- 6.1. Clearvision will liaise in line with the Communication Strategy listed above to ensure that at each of the Deliverables are completed in line with the SoW. You will also be supplied useful contacts for any future requirements.
- 6.2. Should you have any questions or issues with regards to the work undertaken these must be raised within 5 days following the date the project is closed. If any issues are raised in this time your Clearvision Project Manager will investigate the issues raised, following 5 days there will be no guarantee of investigations of issues.
- 6.3. To ensure Clearvision are improving service delivery a Customer Satisfaction Survey will be issued at Project Closure.

Software EULA

1. Atlassian: Usage of Atlassian Software (JIRA, Confluence, Bitbucket & Bamboo) is Subject to the Atlassian customer agreement: <https://www.atlassian.com/legal/customer-agreement>
2. Nexus: usage of Nexus Pro is subject to agreement of the Sonatype End User License Agreement (EULA) <https://www.sonatype.com/usage/master-eula>

Training Schedule

This Training Schedule ("Schedule") shall govern the Services provided to Client by Clearvision as set forth in the Statement of Work (SoW) executed by Client and Clearvision. This Schedule, together with the SoW and the Agreement, constitute the entire understanding and agreement between Client and Clearvision and supersede all prior oral and written communications, or concurrent or subsequent Purchase Orders, and may be amended, modified or changed (including changes in scope or nature of the Services or charges) only in writing when signed by both Parties.

The engagement will be jointly performed and managed by Clearvision's Project Manager and Client. It is Client's responsibility to provide overall project management, management of all Client tasks, project sponsorship, user participation, and decision-making support. It is Clearvision's responsibility to manage all Clearvision tasks and deliverables.

1. Training Material Entitlement.

- 1.1. For use on your training course Clearvision will provide e-books of all course material. Clearvision recommend that the lab exercises only are printed before the course date and accessible for the duration of the course.
- 1.2. Printed materials are not included unless specified in your quote and in the "Clearvision Responsibilities" section. Printed materials are available on request for a nominal fee.
- 1.3. All training material remains the property of Clearvision and is provided solely for use by those attending the course. Any distribution to other parties is strictly forbidden.
- 1.4. Training materials and any relevant URL link to the course specific training environment will be sent the day prior to engagement.
- 1.5. Only work documented within the SoW will be undertaken. Any and all questions need to be asked and answered prior to the SoW being finalised.
- 1.6. Please take care to ensure that all Client Responsibilities, Risks and Issues are understood. Where a Responsibility lies with the Client and said Responsibility cannot be met, this should be escalated to your Project Manager immediately to ensure delays and possible non-Delivery can be avoided.
- 1.7. Any other work to be undertaken outside of that indicated in the SoW will only be carried out on the basis of a documented and formally agreed Change Request to the SoW. Said Change Requests may result in additional charges and/or project delivery delays.

2. Prerequisites.

2.1. Training Environment.

- 2.1.1. All Clearvision training makes use of a 'hands on' training environment. Clearvision assumes sufficient testing has taken place, and allowances made, to enable the use of this environment in your training session.
- 2.1.2. To test your access to this environment please see the table below and follow the instructions for the course you will be testing:

Course Test Instructions

Unofficial Atlassian training including

- JIRA Core
- JIRA Software
- JIRA Service Desk
- JIRA Portfolio
- Confluence

Follow the instructions at section 2.1.4

Unofficial Version Control courses including:

- Bitbucket
- Gerrit

Follow the instructions at section 2.1.5

Official Atlassian training including

- JIRA
- Confluence
- Bitbucket
- Fecru
- Bamboo

Follow the instructions at section 2.1.6

Standalone Git courses Follow the instructions at section 2.1.7

Standalone Subversion courses Follow the instructions at section 2.1.8

2.1.3. For further information, please see clause 8: Clearvision and official Atlassian training Comparison.

2.1.4. Unofficial Atlassian courses including JIRA and Confluence.

2.1.4.1. All our Atlassian training environments are hosted in Amazon AWS and should be accessible from your internal networks.

2.1.4.2. Through any supported web browser check you can access the Bitbucket server dashboard at

<https://training.clearvision-cm.com/bitbucket/projects> , please ensure you can access this link through any network restrictions in place prior to the start of the training - It is important that this test be performed from the same machine, location and network you intend to use during the training.

2.1.5. Unofficial version control courses including Bitbucket and Gerrit.

2.1.5.1. All our Atlassian training environments are hosted in Amazon AWS and should be accessible from your internal networks.

2.1.5.2. Through any supported web browser check you can access the Bitbucket server dashboard at

<https://training.clearvision-cm.com/bitbucket/projects> , please ensure you can access this link through any network restrictions in place prior to the start of the training - It is important that this test be performed from the same machine, location and network you intend to use during the training.

2.1.5.3. Secondly, the course assumes Git has been pre-installed by attendees - please use your preferred git client to try to clone the repository at: https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git

2.1.5.4. e.g, on the command line

```
cd git_repositories
```

```
git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
```

G-Cloud 9 Call-Off Contract - RM1557ix 08-05-2017

<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

2.1.5.5. If you see the following then the test was a success:

```
$ git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
Cloning into 'training_test'...
remote: Counting objects: 3, done.
remote: Compressing objects: 100% (2/2), done.
remote: Total 3 (delta 0), reused 0 (delta 0)
Unpacking objects: 100% (3/3), done.
Checking connectivity... done.
```

2.1.5.6. If you see the following - the connection has failed:

```
ssh: connect to host demo.clearvision-cm.com port 7999: Bad file number
fatal: Could not read from remote repository.
```

2.1.5.7. Your environment will be accessible through any supported web browser. You can test access to our servers using our example Atlassian Bitbucket server environment at the following link:

<https://training.clearvision-cm.com/bitbucket> please ensure you can access this link through any network restrictions in place prior to the start of the training. Please note this is a default Atlassian Bitbucket server environment left running for test purposes - proving access to

3

this environment means you should have no trouble accessing your server on the day.

2.1.6. Official Atlassian courses.

2.1.6.1. Official Atlassian courses use a third party lab environment provide called [Cloudshare](#) .

2.1.6.2. There are two methods to connect to your lab environment (1) HTTP connection or (2) RDP connection. If in doubt you are free to test both types of connections ahead of class to ensure you have a good experience performing the lab exercises.

2.1.6.3. The simplest test is via the HTTP Method. Simply Click this hyperlink: <http://uvo1xcxqp0urd769yca.env.cloudshare.com:8080/jira> .

2.1.6.4. If you see this blue JIRA Login Screen you are all set.

2.1.6.5. If you are having trouble and your network is blocking the website, try these steps to remediate: (1) disconnect from VPN (2) connect your computer to another network, i.e. "guest" or (3) disable your proxy server. If these actions are not possible (4) try connecting from another location such as your home network or (5) contact your IT team.

2.1.6.6. Still having trouble? Or to try the RDP connection test, contact CloudShare support by email: support@cloudshare.com or visit <https://support.cloudshare.com> . Alternatively you can call +650-331-3417 (US) or +1.650.331.3428 (International)

2.1.6.7. IMPORTANT: To get fastest help please call support and mention "Atlassian" to the support engineer; this will raise the priority of your issue. Thanks!

2.1.7. Git.

2.1.7.1. The Git courses require no specific cloud environment but we do assume that Git has been pre-installed by attendees - please use your preferred git client to try to clone the repository at:
https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git

2.1.7.2. e.g, on the command line

```
cd git_repositories
git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
```

4

2.1.7.3. If you see the following then the test was a success:

```
$ git clone https://training.clearvision-cm.com/bitbucket/scm/test/training_test.git
Cloning into 'training_test'...
remote: Counting objects: 3, done.
remote: Compressing objects: 100% (2/2), done.
remote: Total 3 (delta 0), reused 0 (delta 0)
Unpacking objects: 100% (3/3), done.
Checking connectivity... done.
```

2.1.7.4. If you see the following - the connection has failed:

```
ssh: connect to host demo.clearvision-cm.com port 7999: Bad file number
fatal: Could not read from remote repository.
```

2.1.7.5. Your environment will be accessible through any supported web browser. You can test access to our servers using our example Atlassian Bitbucket server environment at the following link:
<https://training.clearvision-cm.com/bitbucket> please ensure you can access this link through any network restrictions in place prior to the start of the training. Please note this is a default Atlassian Bitbucket server environment left running for test purposes - proving access to this environment means you should have no trouble accessing your server on the day.

2.1.8. Subversion.

2.1.8.1. Subversion training is hosted in the cloud through a third party called [Readytech](#) . Please note that for this test Google Chrome is not supported therefore another web browser must be used.

2.1.8.2. Simple click on this link <https://clearvision.hostedtraining.com> and click the Configure Automatically button. If you wish to test a real connection beforehand you can use the access code "5544332255".
To locate a test server,

2.1.8.3. Your instructor will provide your real "Access Code" before or during class. Go to <https://clearvision.hostedtraining.com> to enter the code. Please ensure you logout of the service completely prior to the start of the training.

2.1.8.4. Having trouble with the test? Email get-support@readytech.com or call +1-510-834-3344

2.1.8.5. Please note that using a Readytech environment effectively runs a remote desktop session within your browser using Java. Please ensure your network has sufficient bandwidth to allow this behaviour for the number of students attending your course.

3. Training Analysis.

3.1. A Training Analysis allows Clearvision to understand the current knowledge level of attendees to a training session, specifically highlighting any potential skill and/or

knowledge gaps which will in turn allow the facilitator to amend the focus of the course as appropriate.

3.2. All delegates should be given 10 minutes at least 5 days prior to attending Clearvision training to complete the analysis. An exact link will be generated specifically for you and your delegates and provided to you by your account manager.

3.3. The earlier the analysis can be carried out in the project the more likely we will be able to help identify additional training requirements for the delegates as well as ensuring the delegates get the maximum possible value from any training they attend.

3.4. Clearvision may make the following recommendations based on the results of the training analysis:

3.4.1. Delegates may require additional training in advance of the chosen courses, or additional training following the chosen courses could be identified as beneficial;

3.4.2. It could be identified that certain delegates will not benefit from the content of chosen courses, Clearvision may recommend that some delegates do not attend. In this scenario we will usually also suggest alternatives that may be beneficial; and

3.4.3. The analysis could show that your chosen courses are not relevant to your delegates. Either because they are at too high a level where the content is already familiar to them, or not at the required level for the prerequisites of the chosen course. Alternatively, we may identify that the chosen training is not relevant to the delegates job role. In these cases, Clearvision will provide alternative recommendations to the training we think would be most relevant to those delegates.

4. Project Responsibilities.

Customer

Responsibilities

- Provide version of tool/s that are within scope of training.
- Provide Clearvision with a complete list of attendees at least 5 days prior to the engagement start date.

6

- All students should have access to a laptop to complete the 'hands on' exercises.

- All Students should have access to the training environment mentioned as a prerequisite above.

- Provide instructor with network access on the day.

Learning environments must include:

- Projector with HDMI / VGA connectors
- Sufficient seating and desk space for attendees
- Sufficient power sockets for laptops

Where possible learning environments should also include:

- Refreshments - particularly water
- Paper and pens for note taking

Clearvision Responsibilities

- Provide electronic copies of training material and resources to attendees based on the list provided.
- Provide a 'hands on' environment accessible for use on the day of training.
- Provide a consultant or trainer capable of delivering the course.

5. Project Assumptions.

5.1. Active participation by Client's resources in all tasks is a precondition to the successful completion of the project. Without timely access to personnel and information, engagement completion could be delayed and Client may incur additional expense.

5.2. During the engagement, Clearvision will require the following at Client's site:

5.2.1. All Client preparation items must be complete and validated by the assigned Project Consultant in order to schedule the project kickoff;

5.2.2. Client will identify a project leader as the principal contact for the Clearvision consultant/s;

5.2.3. Client will identify the IT Management, Application subject matter experts and other appropriate personnel to be involved in this engagement. Access by the consultant/s to appropriate personnel will be provided on a timely basis;

5.2.4. Timely access to personnel with appropriate system passwords, system and/or network configuration information, etc. when needed to tune the installation, to configure Changepoint, or resolve system (non-product) problems;

5.2.5. Clearvision and Client to agree if there will be a requirement for any down time of the system. Out of hours support will be charged;

5.2.6. Client shall be responsible for additional time and related expenses, which are incurred due to unavailable resources;

5.2.7. All hardware and software required for the engagement shall be on-site and available to the Clearvision consultant/s at the start of the engagement. Client will enable system and physical security access as needed for Clearvision team members. Resources not accessible to Clearvision consultant/s may impact engagement duration and deliverables;

5.2.8. Client must institute strict configuration management practices to ensure that servers and workstations are compliant with Clearvision requirements. Time invested by Clearvision staff troubleshooting servers or workstations is billable when servers or workstations do not meet published Clearvision requirements;

5.2.9. Adequate workspace and/or training facilities will be provided for the Clearvision consultant/s as required for the completion of this engagement;

5.2.10. Unless specifically covered within the Statement of Work, Clearvision is not responsible for any customizations, integrations, data conversions or product extensions;

5.2.11. All Services hours must be used within the Start/End date provided on the SoW; and

5.2.12. Clearvision will endeavor to make best use of the available time provided by the SoW however allocations for the exact start and end time will be decided by the consultant on the day based on the requirements of the delegates attending.

6. Dependencies.

6.1. Assumptions made regarding environments and timescale for completion of tasks

and Clearvision cannot guarantee the timescale or completion of activities against the SoW.

6.2. In order to mitigate risks in this area and to ensure a smooth delivery of the project tasks Clearvision have identified the following dependencies.

6.3. Dependencies must be formally acknowledged by the Client and in place within the identified timescales.

8

Ref No.Item Owner Completion Due

D01 Any information requests (e.g. implementation questions, security access)

Client 1 week prior to start date

D02 Returned Technical Questionnaire (where applicable) Client 1 week prior to start date

D03 Guest network access Client Start date

D04 Suitable place to work or meeting rooms Client Start date

D05 Administrator access is provided to the applications and servers

Client Start date

D06 Prior to Production migration / upgrade UAT Sign-Off document must be provided

Client As required

7. Project Hand-over/Closure.

7.1. Clearvision will liaise in line with the Communication Strategy listed above to ensure that at each of the Deliverables are completed in line with the SoW. You will also be supplied useful contacts for any future requirements.

7.2. Should you have any questions or issues with regards to the work undertaken these must be raised within 5 days following the date the project is closed. If any issues are raised in this time your Clearvision Project Manager will investigate the issues raised, following 5 days there will be no guarantee of investigations of issues.

7.3. To ensure Clearvision are improving service delivery a Customer Satisfaction Survey will be issued at Project Closure.

8. Clearvision and official Atlassian training comparison.

When it comes to Atlassian training, Clearvision is the only Atlassian Solution Partner to offer customers a choice. Customers can choose between an Official Atlassian training course, or a Clearvision training course. Both follow similar approaches to learning, focusing on hands on practice and interactive engagement. Both can cover a wide range of topics as required by your users. Both are of high quality, so it is a matter of personal choice.

So why do we offer this choice? Clearvision believes in offering all customers the very best value possible. With the official courses you get verified Atlassian content, but the name comes at a premium. You'll be paying the same upfront costs per course whether you are training two people, or fifteen.

Clearvision's experienced and expert trainers have designed Clearvision's training courses to bridge this gap and provide value to all customers. We'll tailor your quote to your requirements, based on the number of users you need to train. We also believe that good training requires an investment. Our courses will be your guide on a full learning journey - from understanding your needs prior to the course, to follow up material that will keep your users learning well beyond their training. Clearvision offers training and mentoring options which go beyond a single day. We work closely with clients and partners over the long term which means we can put together a student Learning plan to suit any organisation. In addition to the Atlassian tools, Clearvision offers training covering Git, agile methodologies and more, as well as bespoke offerings.

Whether you want the official badge and the Atlassian support that comes with it, or you want something a little more personalised, Clearvision has you covered.

1

Schedule 2 - Call-Off Contract charges

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

- Lot 1 Cloud Hosting £27,282.38

G-Cloud 9 Call-Off Contract - RM1557ix 08-05-2017

<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

- Lot 2: Cloud Software £27,658.78
- Lot 3: Cloud Support £47,500

Total: £102,441.16

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.62 (Data protection and disclosure)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)

- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- 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 Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 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:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- 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 if the Supplier is delivering the Services Inside IR35.

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

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

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

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

- a broker's verification of insurance
- receipts for the insurance premium
- 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:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- 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:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
 - 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
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:

- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
- other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- 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

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

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

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

13.3 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 policy and all Buyer requirements in the Order Form.

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

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

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- 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, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

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

13.7 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.

13.8 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.

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

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

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

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

15. Open source

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

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use 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:
- 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
 - 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 CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer 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, available at <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:
- an executed Guarantee in the form at Schedule 5
 - 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 the notice to the Supplier 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:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

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

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

- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
- any fraud

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

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

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10

(Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)

- 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:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 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
- 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
- work with the Buyer on any ongoing work
- 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	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

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

21. Exit plan

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

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

- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - 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:
- 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
 - 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
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - 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:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - other information reasonably requested by the Buyer

- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
 - Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - 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:

- the activities they perform
- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status

- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date in the form set out in Schedule 3.

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

- work proactively and in good faith with each of the Buyer’s contractors
- co-operate and share information with the Buyer’s contractors to enable the efficient operation of the Buyer’s ICT services and G-Cloud Services

32. Variation process

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

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).

Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • 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 <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement 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	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • 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.
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 Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ("TUPE") which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of 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: http://tools.hmrc.gov.uk/esi
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:

	<ul style="list-style-type: none"> • 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 <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
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.
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.
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: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> • 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: <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements,

Loss	costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
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: <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity

	<ul style="list-style-type: none"> ● commit any offence: <ul style="list-style-type: none"> ○ 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.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.
Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.

Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.