



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

|  |    |
|--|----|
| Part A: Order Form .....                       | 2  |
| Schedule 1: Services .....                     | 12 |
| Schedule 2: Call-Off Contract charges .....    | 12 |
| Part B: Terms and conditions .....             | 13 |
| Schedule 3: Collaboration agreement .....      | 32 |
| Schedule 4: Alternative clauses .....          | 44 |
| Schedule 5: Guarantee .....                    | 49 |
| Schedule 6: Glossary and interpretations ..... | 57 |
| Schedule 7: GDPR Information .....             | 68 |

## Part A: Order Form

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

|  |   |
|--|---|
| <b>Digital Marketplace service ID number</b> | 8774 2816 2176 188                      |
| <b>Call-Off Contract reference</b>           | SR600752560                             |
| <b>Call-Off Contract title</b>               | Operational Delivery Profession Website |
| <b>Call-Off Contract description</b>         | [Enter description]                     |
| <b>Start date</b>                            | 24 <sup>th</sup> February 2021          |
| <b>Expiry date</b>                           | 23 <sup>rd</sup> February 2022          |
| <b>Call-Off Contract value</b>               | £55,212.80                              |
| <b>Charging method</b>                       | BACS                                    |
| <b>Purchase order number</b>                 | tba                                     |

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

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

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

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

|                               |  |
|-------------------------------|--|
| <b>From the Buyer</b>         | <p>HMRC</p> <p><b>100 Parliament Street</b><br/>Westminster, London, SW1A 2BQ</p>  |
| <b>To the Supplier</b>        | <p>Connect Internet Solutions Ltd<br/>3rd Floor, New Barratt House, 47 North John Street,<br/>Liverpool, L2 6SG<br/>Telephone: +44 (0) 151 282 4321</p> <p>Janet Symes<br/>Telephone: +44 (0) 1512824321<br/><a href="mailto:gcloud@connectinternetsolutions.com">Email: gcloud@connectinternetsolutions.com</a></p> <p>Amanda Rowberry / Tom Hessom, Bid Team<br/><br/><a href="mailto:tenders@connectinternetsolutions.com">tenders@connectinternetsolutions.com</a><br/><br/><a href="http://www.connectinternetsolutions.com">www.connectinternetsolutions.com</a><br/><br/>Company number: 04424350</p> |
| <b>Together the 'Parties'</b> |  |

## Principal contact details

**For the Buyer: HMRC**Title: **Head of Communications, Engagement and Events MCIM MCIPR**Name: **Claire Cyprien**Email: [claire.cyprien@hmrc.gov.uk](mailto:claire.cyprien@hmrc.gov.uk)Phone: **Tel** 03000 572 064 **Mob.** 07811 303 408 | **Web.** [GOV.UK/ODP](http://GOV.UK/ODP)

**For the Supplier:** Connect Internet Solutions Ltd

Title: [Enter title]

Name: Janet Symes

Email: gcloud@connectinternetsolutions.com

Phone: +44 (0) 1512824321

### Call-Off Contract term

|                             |   |
|-----------------------------|---|
| <b>Start date</b>           | <p>This Call-Off Contract Starts on <b>24<sup>th</sup> February 2021</b> and is valid for 12 <b>months</b>.</p> <p>The date and number of months is subject to clause 1.2 in Part B below.]</p>   |
| <b>Ending (termination)</b> | <p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>[90]</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>[30]</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p> |

|                         |  |
|-------------------------|--|
| <b>Extension period</b> | <p>This Call-off Contract can be extended by the Buyer for <b>[enter number]</b> period(s) of [up to] [enter number] months each, by giving the Supplier <b>[enter number of] [weeks or months]</b> written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p> |
|-------------------------|--|

## Buyer contractual details

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

|                    |   |
|--------------------|---|
| <b>G-Cloud lot</b> | <p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 1: Cloud hosting</li> <li>• Lot 2: Cloud software</li> <li>• Lot 3: Cloud support</li> </ul> |
|--------------------|---|

|                                  |  |
|----------------------------------|--|
| <b>G-Cloud services required</b> | <p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• <b>[enter text]</b></li> <li>• <b>[enter text]</b></li> <li>• <b>[enter text]</b></li> </ul> <p>[You should state the maximum anticipated volumes of all services under this Call-Off Contract although there is no guarantee to the Supplier of volume.</p> <p>If there is a service that won't begin on the Start date, then simply put 'zero'.]</p> |
| <b>Additional Services</b>       | <p><b>[Enter text]</b></p> <p>[If relevant, include details of incidental Additional Services to be provided and if an Implementation Plan is required.]</p>   |
| <b>Location</b>                  | <p>The Services will be delivered to <b>[enter required delivery address(es)]</b>.</p> <p>[If relevant, include details of the main locations being served by the Supplier through this Call-Off Contract.</p> <p>For Lot 3, Cloud support, particularly if there is onsite service provision, location must be provided here. If relevant, state where data will be stored.]</p>  |
| <b>Quality standards</b>         | <p>The quality standards required for this Call-Off Contract are <b>[enter text]</b>.</p> <p>[Provide information as detailed in the relevant Service Description, and you should only use those quality standards that were used as a requirement or acceptance criteria.]</p>  |
| <b>Technical standards:</b>      | <p>The technical standards used as a requirement for this Call-Off Contract are <b>[enter text]</b>.</p> <p>[As detailed in the relevant Service Description, and only those quality standards used a requirement or acceptance criteria.]</p>   |

|                                 |   |
|---------------------------------|---|
| <b>Service level agreement:</b> | <p>The service level and availability criteria required for this Call-Off Contract are <b>[enter text]</b>.</p> <p>[This may include any specific service levels or availability criteria required in the delivery of the services. You can only use the service levels or availability criteria:</p> <ul style="list-style-type: none"> <li>• in the Supplier's Service Definition</li> <li>• in the Service Description</li> <li>• used as a requirement or acceptance criteria]</li> </ul> |
| <b>Onboarding</b>               | <p>The onboarding plan for this Call-Off Contract is <b>[enter text]</b>.</p> <p>[This may include an Implementation Plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services. Please refer to the onboarding information found in:</p> <ul style="list-style-type: none"> <li>• in the Supplier's Service Definition</li> <li>• in the Service Description]</li> </ul>   |
| <b>Offboarding</b>              | <p>The offboarding plan for this Call-Off Contract is <b>[enter text]</b>.</p> <p>[This may include an exit plan of processes or costs (for example) associated with exiting the Call-Off Contract and data standards for migration. Please refer to the offboarding information found in:</p> <ul style="list-style-type: none"> <li>• in the Supplier's Service Definition</li> <li>• in the Service Description]</li> </ul>  |
| <b>Collaboration agreement</b>  | <p>[This Call-Off Contract is conditional on the Supplier providing a collaboration agreement to the Buyer before the Start date.]</p> <p><b>[Delete if not relevant.</b> A Collaboration Agreement may be required if the Buyer has multiple IT suppliers and needs them to work together. If a Collaboration Agreement is used, Clauses 31.1 and 31.2 applies.]</p>   |

|                                    |   |
|------------------------------------|---|
| <b>Limit on Parties' liability</b> | <p>The annual total liability of either Party for all Property Defaults will not exceed [<b>£ enter amount</b>]. [Insert cap on any property related claims]</p> <p>The annual total liability for Buyer Data Defaults will not exceed [<b>£ enter amount</b> or [<b>% enter percentage</b>] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>[Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data Defaults, while still maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below.]</p> <p>The annual total liability for all other Defaults will not exceed the greater of [<b>£ enter amount</b>] or [<b>% enter percentage</b>] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>[Clause 24.1 in Part B below provides a definition of Other Defaults.]</p> <p>[Consider what figure will represent adequate cover for potential loss for contract breaches. 125% is often used, or include a figure that adequately covers your potential loss.]</p> |
| <b>Insurance</b>                   | <p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• [a minimum insurance period of [6 years] following the expiration or Ending of this Call-Off Contract]</li> <li>• [professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</li> <li>• [employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law]</li> </ul>   |

|                                 |   |
|---------------------------------|---|
| <b>Force majeure</b>            | <p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than <b>[enter number]</b> consecutive days.</p> <p>[This section relates to clause 23.1 in Part B below.]</p>  |
| <b>Audit</b>                    | <p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits <b>[enter text]</b>.</p> <p>[List the required audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.]</p>   |
| <b>Buyer's responsibilities</b> | <p>The Buyer is responsible for <b>[enter text]</b>.</p> <p>[Include details of any specific requirements or responsibilities on the Buyer – for example, the granting of access to the relevant site, provision of a telephone line. This may be of particular relevance for Lot 3: Cloud Support.]</p>  |
| <b>Buyer's equipment</b>        | <p>The Buyer's equipment to be used with this Call-Off Contract includes <b>[enter text]</b>.</p> <p>Reason <b>[enter text]</b>.</p> <p>[Insert details of any equipment and agreement, where necessary from third parties, the Buyer is responsible for providing. Do not repeat any basic technical requirements for services to operate already included in the Service Description. Also consider any implications for IR35 legislation.]</p> |

## Supplier's information

|                                   |   |
|-----------------------------------|---|
| <b>Subcontractors or partners</b> | <p>The following is a list of the Supplier's Subcontractors or Partners <b>[enter text]</b>.</p> <p>[Include details of any Subcontractors to be used to deliver the Services.]</p> |
|-----------------------------------|---|

## Call-Off Contract charges and payment

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

|  |  |
|--|--|
| <b>Payment method</b>                    | The payment method for this Call-Off Contract is BACS.   |
| <b>Payment profile</b>                   | <p>The payment profile for this Call-Off Contract is <b>[[monthly][quarterly]</b> in arrears].</p> <p>[Many suppliers offer payment options, state here which method of payment and profile has been agreed. Buyers don't have to agree to pay in advance.]</p>              |
| <b>Invoice details</b>                   | The Supplier will issue electronic invoices. The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.  |
| <b>Who and where to send invoices to</b> | Invoices will be sent to <b>[enter name and contact information]</b> .   |
| <b>Invoice information required</b>      | All invoices must include purchase order number, and project reference   |
| <b>Invoice frequency</b>                 | Invoice will be sent to the Buyer .  |
| <b>Call-Off Contract value</b>           | The total value of this Call-Off Contract is £ 55, 212.80 plus optional charges mainly £7014 p.a. for service fee (incl; hostin and Hivetalk updates).   |
| <b>Call-Off Contract charges</b>         | <p>The breakdown of the Charges is <b>[enter information here]</b>.</p> <p>[Supplier day rates should only be used to calculate the Charges for performance of the service and Deliverables. All invoiced Charges will be for delivery of the service and Deliverables.]</p> |

## Additional Buyer terms

|  |   |
|--|---|
| <b>Performance of the Service and Deliverables</b>                 | <p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> <li>• [enter text]</li> <li>• [enter text]</li> </ul> <p>[Consider setting milestones with associated Deliverables and agreeing payments against those Deliverables. Please also refer to the Supplier's service levels and response times on the Digital Marketplace.]</p>   |
| <b>Guarantee</b>   | <p>[This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.]</p> <p>[As per clause 4.10 in the Framework Agreement, if requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start date in the form set out in Call-Off Schedule 5.]</p> <p><b>[Delete if not relevant.</b> A Guarantee should only be requested if the Supplier's financial standing isn't enough on its own to guarantee delivery of the Services.]</p> |
| <b>Warranties, representations</b>                                 | <p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that <b>[enter any additional warranties and representations]</b>.</p> <p><b>[Delete if not relevant]</b></p>  |
| <b>Supplemental requirements in addition to the Call-Off terms</b> | <p>Within the scope of the Call-Off Contract, the Supplier will</p>   |

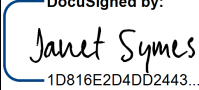

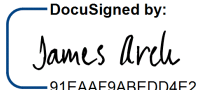
|  |   |
|--|---|
| <b>Alternative clauses</b>   | These Alternative Clauses, which have been selected from Schedule 4, will apply:  |
| <b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b> | Within the scope of the Call-Off Contract, HMRC has added additional Terms and Conditions at Schedule 4   |
| <b>Public Services Network (PSN)</b>   | <p>The Public Services Network (PSN) is the government's secure network.</p> <p>If the G-Cloud Services are to be delivered over PSN this should be detailed here: <b>[enter text]</b>.</p> |
| <b>Personal Data and Data Subjects</b>   | Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: <b>[Delete as appropriate]</b> Annex 1, Annex 2   |

## 1. Formation of contract

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

## 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

|                  |   |   |   |
|------------------|---|---|---|
| <b>Signed</b>    | Connect Internet Solutions Ltd  | PT Director   | Commercial Manager  |
| <b>Name</b>      | Janet Symes<br>[Enter name]   | Paul Compton  | James Arch<br>[Enter name]  |
| <b>Title</b>     | Managing Director<br>[Enter title]  | Head of Central team - ODP  | IT Sourcing Manager<br>[Enter title]  |
| <b>Signature</b> | <br>DocuSigned by:<br>1D816E2D4DD2443... | <br>DocuSigned by:<br>D37FFCCA985A4D1... | <br>DocuSigned by:<br>91EAAF9ABEDD4E2... |
| <b>Date</b>      | 24 February 2021<br>[Enter date]  | 24 February 2021  | 24 February 2021<br>[Enter date]  |

## Schedule 1: Services

[To be added in agreement between the Buyer and Supplier, and will be G-Cloud Services the Supplier is capable of providing through the Digital Marketplace.]

### HMRC requirements

Around 250,000 people are involved in operational delivery within the civil service, for example, people in front-facing roles within the job centre, tax office and passport office. The HMRC Operational Delivery Profession would like to create a website similar to the Government Finance Function OneFinance intranet platform, which will help HMRC to 'professionalise' those involved in ODP with regards to learning and qualifications. The website will be branded and populated accordingly, providing:

- » the same basic functionality as the OneFinance platform
- » a web content management system
- » functionality to create a dedicated online space

More specifically:

- » A website space similar to OneFinance

» Log in functionality which is supported by a manual password process so that there isn't a large ask of the team when users forget their login details »

Functionality:

- ✚ Easy to register
- ✚ Reset password on screen
- ✚ Clear navigation
- ✚ Personalised favourite pages
- ✚ Individual page update notifications
- ✚ Featured top story
- ✚ Dedicated content hubs
- ✚ Discussions, news, blogs, jobs, events
- ✚ Like, comment and share options
- ✚ Content linked to owners
- ✚ Key Performance Indicators (KPIs)
- ✚ Feedback box on each page
- ✚ Webinar functionality so that users could stream to the community from within the space, preferably using *Teams*
- ✚ Associated newsletter platform such as Mailchimp (or other) for HMRC to promote and signpost to the website content

### Number of Users

Whilst the platform has a potential user base of tens of thousands, we understand that HMRC wishes to plan for concurrent usage of up to 5,000 users.

The proposal is based on this number of concurrent users.

Performance will be tracked over time to identify any need for future service scaling; scalability options are available in the future.

### Platform Access

All platform users will have access to everything on the site with the exception of a separate, private area for the Accelerated Development Scheme.

## Solution Overview

This proposal delivers a clean, visually appealing and flexible intranet platform, similar to that which was delivered for GFF, that will efficiently serve your communication and collaboration needs in an online space, meeting all requirements and offering added value through tailored development.

» **All** your requirements are met

» Brings people together, improving communication and saving time via centralised systems

- » Delivers an intranet running on **Umbraco CMS** using a ready-to-go intranet platform (Hivetalk) as the solution base enabling us to get the new HMRC Operational Delivery Profession platform up-and-running quickly and cost effectively
- » Hivetalk is underpinned by an open source codebase - Umbraco CMS - which means there are no proprietary restrictions and no supplier tie-in if or when you want to make any enhancements to the platform in the future
- » Implementation delivered by our award-winning project team who have over 180 years' combined experience
- » Clear and accessible intranet supported by a branded, contemporary interface design that optimises key user journeys, with user-friendly navigation enabling the site to maximise engagement
- » Connects disparate people: responsive web design supports delivery across desktop, tablet and mobile devices so your members will be able to access the platform no matter where they are based and what device they use
- » Provides accurate information and signposting with the provision of document management
- » Flexibility for site administrators and editors is maximised through a set of highly versatile page templates within the CMS
- » The delivery process is collaborative ensuring your views are embraced throughout; our process is ISO9001 quality accredited
- » The majority of the features we propose will be available as standard Hivetalk features with the rest being delivered as custom implementations.



## Functionality

Delivering everything you need....

### Built-in CMS



Our proposal is based on implementation of Hivetalk, an intranet solution with the added benefit of being based on a **full content management system** (CMS).

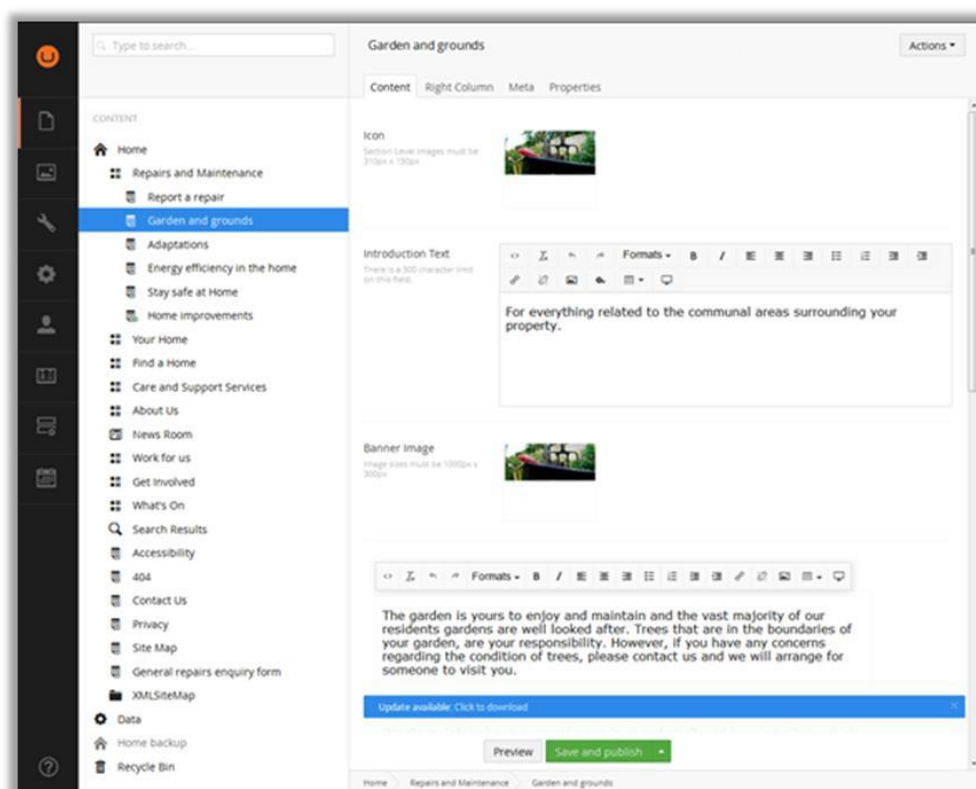
Hivetalk is powered by either WordPress or Umbraco content management systems. We are proposing the use of *Umbraco*: although both CMSs will meet the majority of your requirements, Connect is a Certified Umbraco Partner.



Hivetalk combines features that will engage your members, promote collaboration and transform productivity.

Hivetalk is fully scalable and easy to extend. As it is powered by open source technology, we can easily add new functionality for you (and there's no supplier tie-in so you can take the work elsewhere if you wish), so the HMRC platform can evolve and support your processes and communications over time.

The platform allows users to easily create content using a WYSIWYG (what-you-see-it-what-you-get) editor, with the option to create custom URL structures that improve the aesthetics, usability and forwardcompatibility of links. The ability to access, create and share content is controlled via the privileges each user has set for their account.

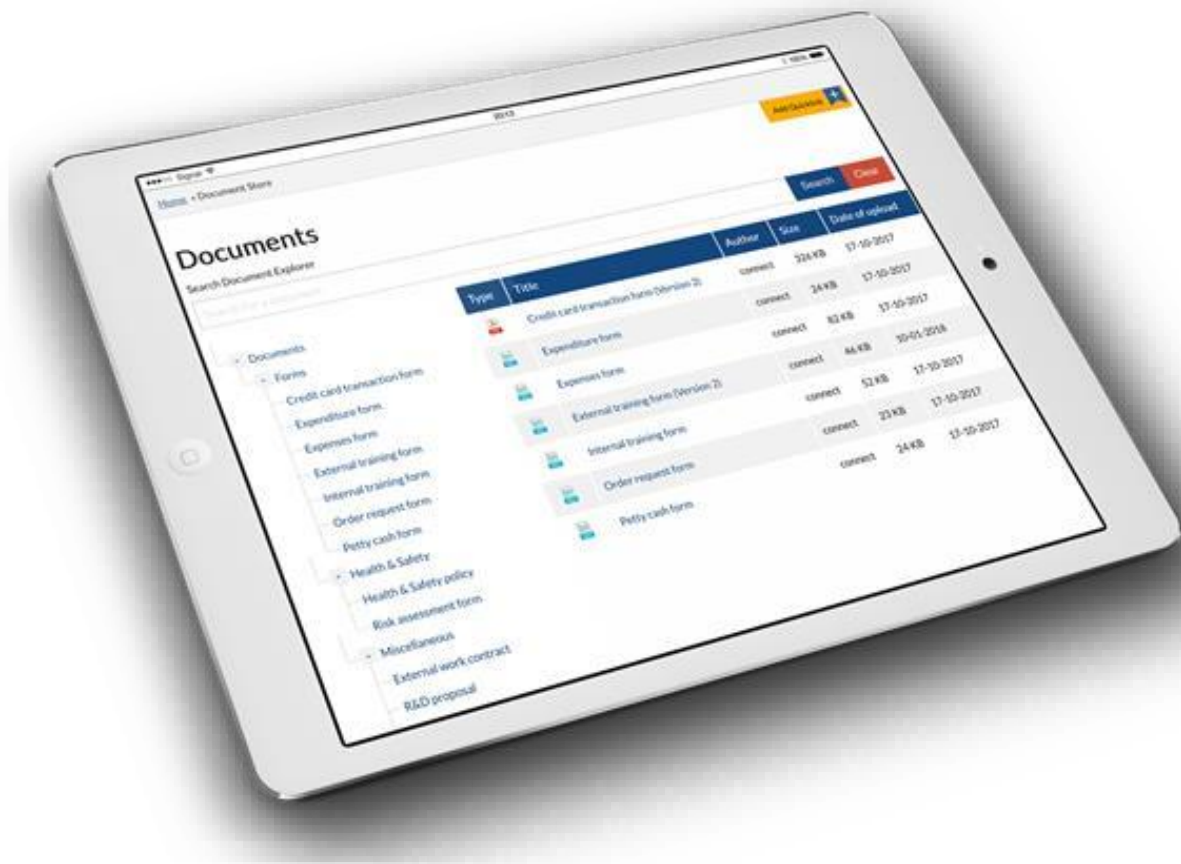


## Improving Information Exchange

### Document Store

#### *Find files and resources on the shared Document Store*

You will be able to provide up-to-date information and signpost your users with the searchable Document Store. A hierarchical repository of documents, you can organise your document store using the most appropriate folder structure for your needs. Typical uses include policy and HR documents, reports, matters for comment/consultation, meeting agendas and minutes, staff handbook, annual reports, etc.

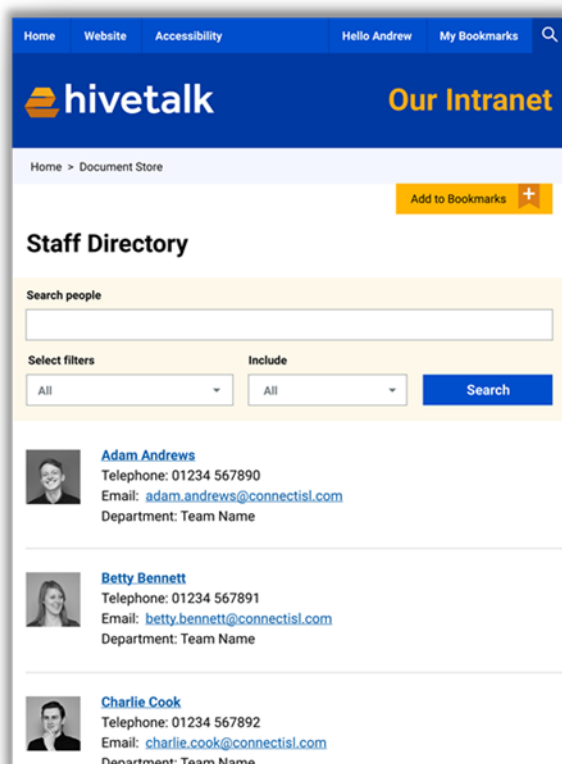


The Document Store has support for drag-and-drop file uploads. You can instantly share files with version control and tags to keep users informed of the latest developments.

Users can either browse or search. Documents may be grouped into categories, so searches may be restricted to certain types of documents only or to certain sections of the store.

People Directory

Hivetalk provides a people directory and individual user profiles.



For more information see User Profiles below.

## Grouping Content

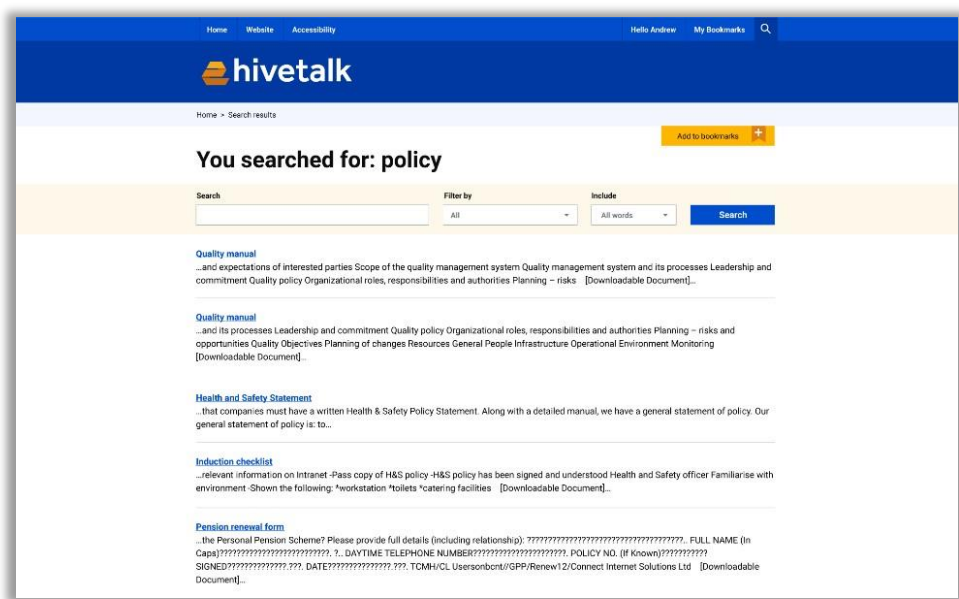
All content nodes in the back-office have the property 'Keywords' which acts as tags which are used to improve the site search to group more relevant content. This can be used for other possible features e.g. developing a tag/theme cloud.

## Smart Search

*Quickly find what you need with smart search functionality*

In addition to excellent site navigation, you'll be able to search the platform and explore documents with Hivetalk's site search. Searches can be filtered:

- » Search across the whole site, filtering by pages, documents or news items
- » Searches check against the name, synopsis and keywords attached to content and media
- » Filters search against an exact phrase, all search terms or any search term.
- » Indexes full textual webpage content, contents of Word, PDF, text documents (including pdf, scv, docx, xlsx, pptx)
- » For more advanced document search, browse through the document store
- » Confine a page search to a specific section
- » Search the people directory and contact details

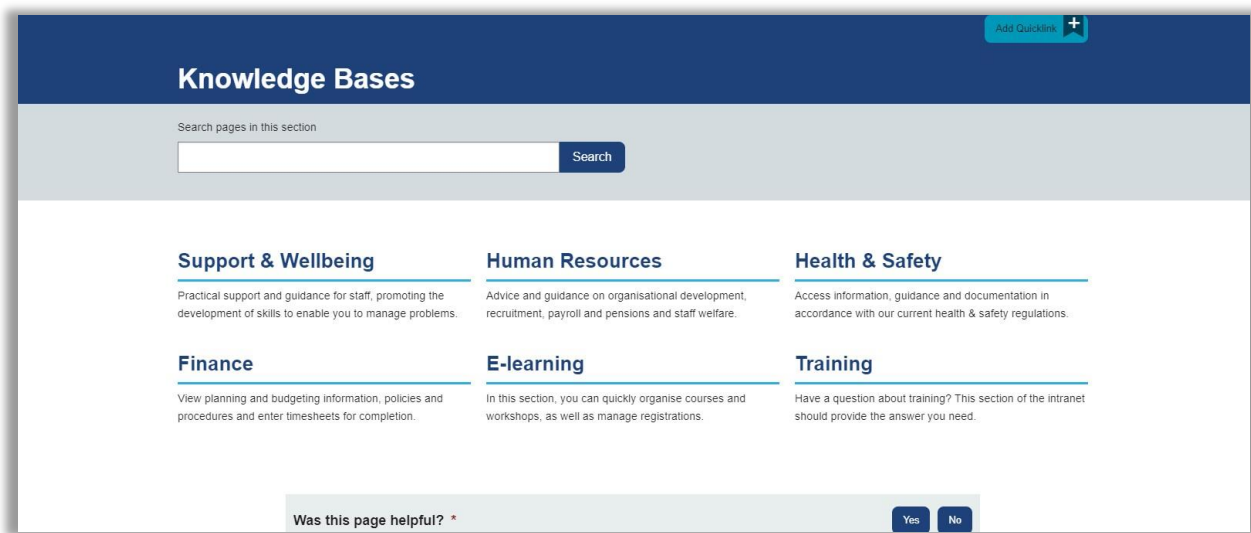


Knowledge Bases

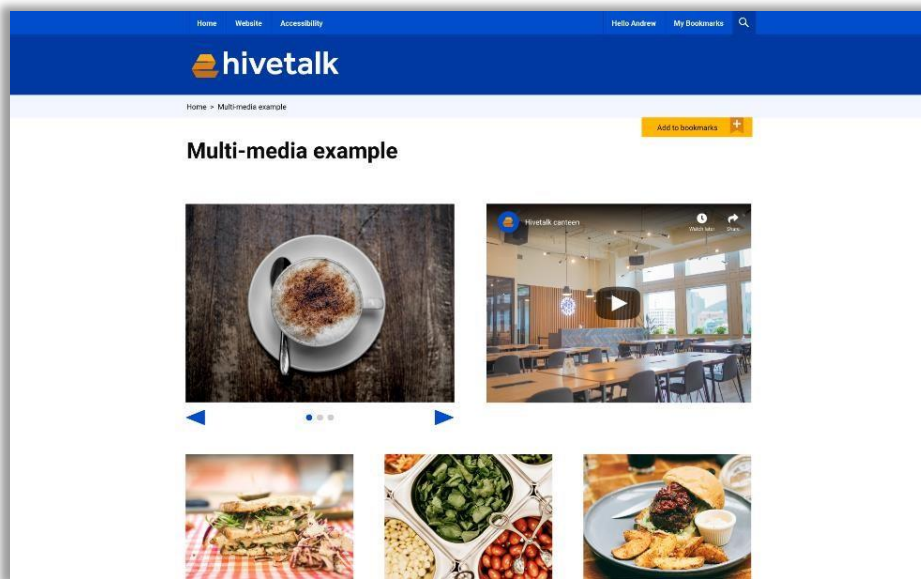
Create an unlimited number of Knowledge Bases

Knowledge Bases can be used to create dedicated team or project spaces, with privacy and password protection options ensuring only those with appropriate privileges can access content.

You can utilise Hivetalk’s flexible design templates to create structured landing pages for containing information. You can create an unlimited number of ‘zones’ to store information that your members require access to. All zones can be saved as a quick link for seamless access.



## Video/Photo Gallery



## Transforming Internal Communication

### News

Your team will be able to publish news items and keep your users fully informed.

News items can be restricted to users in specific locations or specific departments or published for all users to see.

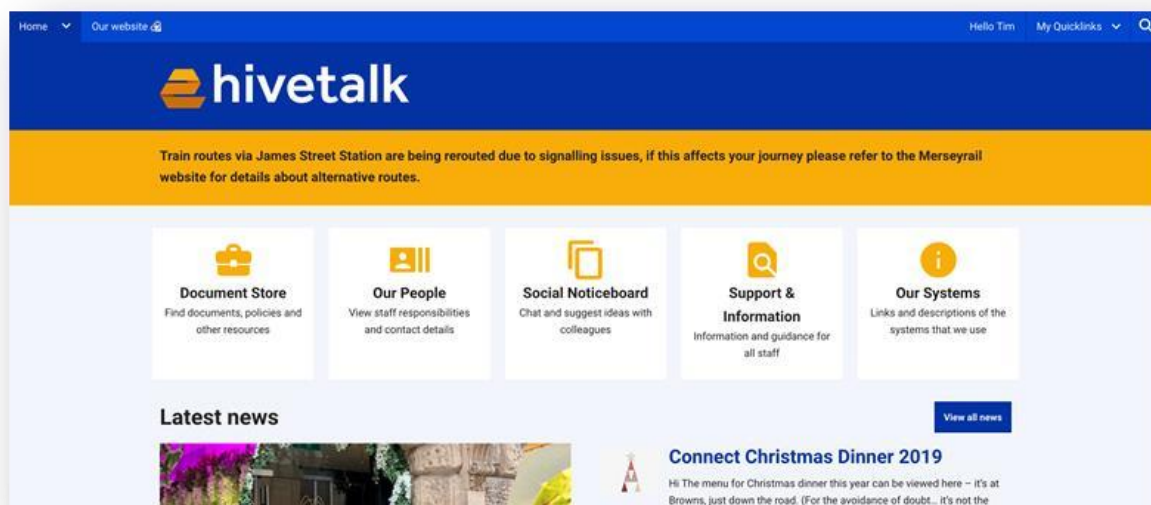
You can also 'push' your news items to the homepage: this is done by 'tagged' posts to indicate a homepage feature.

Important news/articles can be also be promoted to a carousel homepage feature.



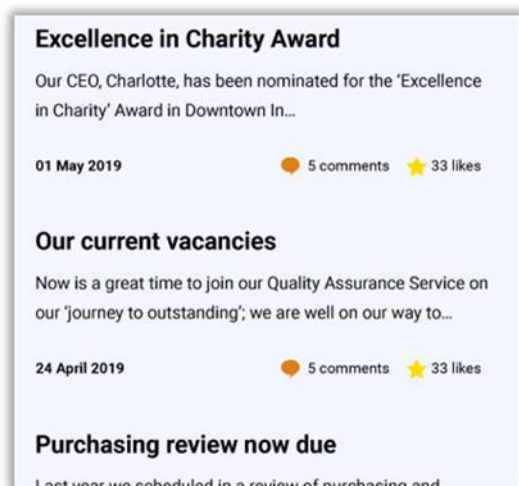
### Urgent Announcement

You'll be able to quickly publish an urgent announcement to all users, which automatically displays prominently on every page, normally on a short-term basis.



## Comments and Likes

Comments and likes features help you engage your users in what's happening, wherever they are, by inviting them to comment or 'Like' a news item or notice published on the social noticeboard.



## Blogs

Users with appropriate privileges are able to easily create and publish simple blogs within Hivetalk. You may specify that blogs must be approved by (e.g.) an intranet administrator prior to being published. Any user can comment on blog posts.

## Targeting content

Personalisation features in Hivetalk ensure that you can target content to each user to ensure their intranet experience is wholly relevant to them.

» You can target news items to users in specific teams or locations

A screenshot of the Rowberry user interface. The top navigation bar is white and contains the text 'Hello Amanda' on the left and 'My Quicklinks' with a downward arrow on the right. Below the navigation bar is a large blue banner with a white geometric line pattern. A dropdown menu is open from the 'My Quicklinks' button, displaying a list of links: 'Archives: Social Noticeboard', 'Document Store', 'View User Profile - Amanda', and 'Rowberry'. The background of the dropdown menu is white, and the text is in a dark blue font. The overall design is clean and modern, with a color palette of white, blue, and orange.

Publicise events easily so everyone is aware of what's happening, using an organisational calendar. Hivetalk comes with a standard communal events calendar upon which your users can add events. The standard feature includes a calendar month view via which you can drill down into individual events.

View posts from your Social Media platforms.



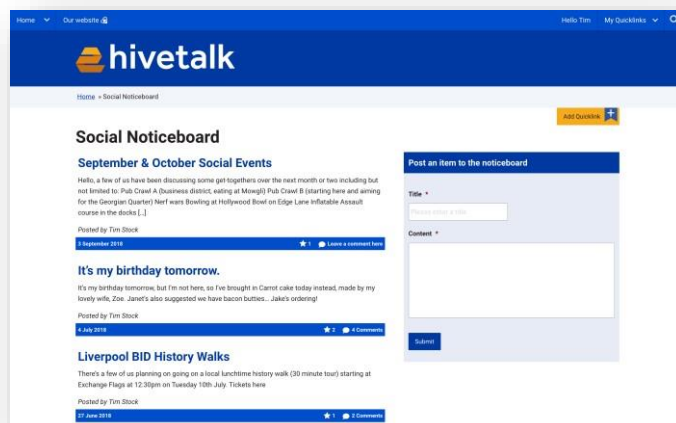
## Engaging your users

### Social Noticeboard

You can create a sociable, supportive culture with the social noticeboard, a collaborative space where your users are able to post messages and instigate and contribute to discussions.

The noticeboard supports 'Like' buttons, user comments and entries can be moderated (optional): messages are added by means of a simple online form and may be immediately published or you can choose to require approval by the comms team before they are published.

The latest posts are displayed on the homepage automatically.



### KPI Dashboard

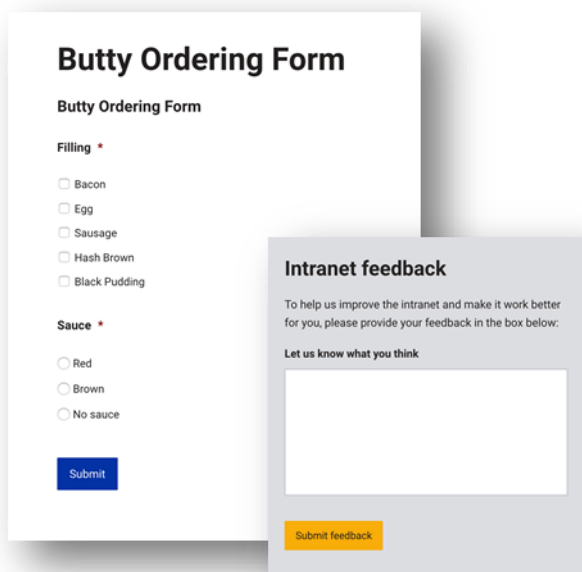
You can display up to three Key Performance Indicators (KPIs) on the homepage, raising awareness of targets and engaging all users in performance.



### Gather Feedback

*via Polls, Questionnaires & Surveys*

A feedback form is placed prominently at the base of the homepage for quick messages to be sent. The recipient of these messages is configurable within Umbraco so can be sent to whoever you nominate within your team.



You can include forms, polls and surveys on all appropriate templates within the site.

## Streamlining business processes

### Notifications of content updates

Back-office users (content owners, comms team) can be set up to be notified of specific events (e.g. on create, save, publish, delete etc) for content nodes.

Front-end members will be able to see the latest updates panel on the homepage which displays which pages have been most recently updated.

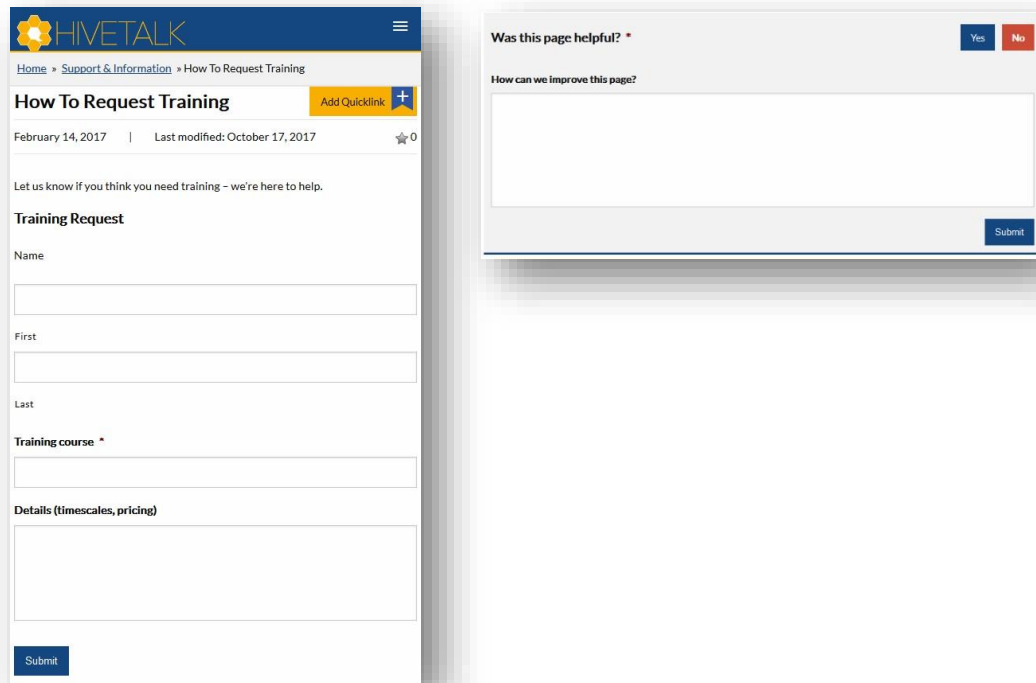
### Online Forms

#### *Quickly create automated online forms via a drag-and-drop builder*

You can utilise Hivetalk's easy-to-use, graphical form builder tool to create intuitive forms for items such as feedback, surveys and feature requests. Forms, polls and surveys can be included on all appropriate templates within the site. You can create interactive forms to replace paper-based forms, e.g. expenses or invoicing. These forms can be configured to allow responses to be automatically emailed to any named recipient.

- » Allows the creation of an unlimited number of forms
- » It can be used to create forms with multiple pages and multiple sections
- » Logic can be used to show or hide different form fields or pages based on fields a user has already completed
- » A variety of form fields are available including standard and advanced fields

Data is stored within the CMS through which your administrator can export, review results and respond appropriately.



The image displays two examples of simple forms. The left form is titled 'How To Request Training' and includes a header with the 'HIVETALK' logo and navigation links. It features a 'Training Request' section with input fields for 'Name' (split into 'First' and 'Last'), 'Training course', and 'Details (timescales, pricing)'. A 'Submit' button is at the bottom. The right form is a feedback widget titled 'Was this page helpful?' with 'Yes' and 'No' buttons, followed by a text area for 'How can we improve this page?' and a 'Submit' button.

Example of simple forms

## Scheduling

*Set publish, expiry and review dates for content and documents*

## Media Library

*House images, audio and video files in a central Media Library*

The library enables you to view, filter and edit media uploaded to your intranet, meaning no more time is spent searching for files on shared network drives. You'll be able to add all of the above to the site from the Media Library.

## Suggestions

*Receive suggestions from users for future improvements*

## Useful Links

*Provide easy access to Useful Links*

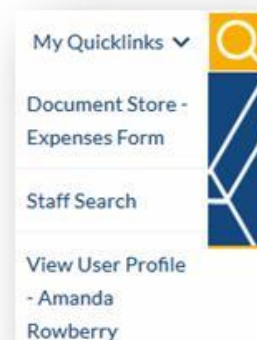
You can add or remove external links *and* links to locations within the site (internal links).

## Tailoring for your users

## Personalised Bookmarks

Each user can create and manage their own list of personal bookmarks, known as Quicklinks.

Ideal for frequently-needed information, Quicklinks provide rapid access to key information each user needs in the course of their work, wherever it may be on the HMRC platform.



## Choose layouts

Hivetalk's flexible homepage design template allows editors to re-arrange on-page elements using a simple drag-and-drop interface.

Existing sections can be expanded, e.g. to add additional social media feeds or to increase the number of News items, Events displayed on the homepage.

### *Tweak the platform's layout with flexible Design Templates*

All day-to-day management tasks can be controlled by the comms team with no technical skills required.

Within Hivetalk, the comms team will be able to create and design structured page layouts using Connect's flexible design templates, providing the following features:

- » Flexibility in the way individual pages are constructed
- » Allows on-page elements to be re-arranged as required
- » Alternative layouts are easily created, allowing your team to adapt page layouts and elements themselves
- » Each 'block' has the possibility to contain an image, WYSIWYG content, accordion (FAQ-style) or image carousel



## Control Access

### *Password protect areas for controlled access*

A forgotten password feature is available for members. When a member inputs a valid username, an email with a reset password link will be sent to allow the member to reset their password.

Administrators can independently set a password for each user by visiting their profile in the back-end interface.

Permissions for users that require access to the back-end interface are defined by the Group they are assigned to, e.g. Administrators, Editors. Administrators have high-level, unrestricted access to back-end features and can assign access to specific sections of the intranet, add users to Groups

and set default and granular permissions, e.g. allowing access to create content, edit content, publish content, view audit trails etc.


You have the ability to create new Groups: clone, edit and delete existing Groups at your choosing.

Editors have a lower level of access, e.g. creating and publishing content, uploading media and documents, but cannot access high-level features such as intranet settings.

## User Profiles

*Get to know other users better with detailed User Profiles*

Amanda Rowberry – Bids Administrator & Quality Manager



Amanda works with Simon to evaluate and prepare our bids and also manages the administration processes involved, including procurement frameworks and portals. Like Simon, from time to time Amanda will need input from implementers to assist in putting together a bid.

Amanda also manages our Quality Management System (QMS). This includes maintaining up-to-date documentation under ISO9001, internal audits and liaison with external auditors.

Speak to Amanda:

About bids:

- If something we say in a tender is out-of-date or inaccurate
- If you come across a tender you think is a good fit for Connect

About quality:

- If you're creating a new document that should be a controlled document in the QMS (ask Amanda if not sure)
- If you want to make changes to a controlled document
- If you receive a complaint or a complement from a client
- If you think an internal process isn't quite right

Amanda works between 9 a.m. - 3 p.m. every day.

Hivetalk provides Member profiles that can be managed by both the member and an administrator. For the member, changes can be made by clicking on their profile link at the top of each page; administrators can access all member profiles in a dedicated section of the back-end interface.

## Ready for the future

### Analytics / Management Information

*Informative analytics reports highlight usage and performance.*

We'll include Google Analytics tracking code in Hivetalk by specifying a GA Tracking ID in the back office system. We will also install the Umbraco Google Analytics package which allows back-office users to see an overview of the tracking information gathered by GA.

This proposal is based on an expectation of up 5,000 concurrent users. Working with HMRC and using Google Analytics (we'll need access to your account), we will monitor the number of concurrent users going forward, so that appropriate action can be planned, if system performance warrants it.

### Search reports

Hivetalk will automatically record the following for HMRC managers to see:

- » Total searches made on the site
- » A list of the most common search queries
- » A list of unsuccessful queries i.e. searches that didn't return any results, suggesting information your users are looking for that isn't there.

### Responsive Web Design

*Responsive design allows for unrestricted use on-the-go*

The intranet will render effortlessly on a range of devices.

| Browser compatibility (front-end) |  | Intranet | CMS |
|-----------------------------------|--|----------|-----|
| Windows Explorer                  | Current versions as per specification date |          |     |
| Chrome                            |  |          |     |
| Firefox                           |  |          |     |
| Safari                            |  |          |     |
| Device compatibility (front-end)  |  |          |     |
| PC                                | Y  | Y        |     |
| Mac                               | Y  | Y        |     |
| Tablet                            | Y  | Y        |     |
| Phone                             | Y  | Y        |     |

### Unlimited users

There are no limitations on the number of registered users.

### Accessibility

*Accessible to WCAG 2.1 AA standard.*

## Tailored for HMRC

In addition to the core features described above, further functionality will be delivered by tailoring the solution to match your requirements.

## Branding

Your intranet will be fully branded to HMRC/ODP requirements, including visual assets and fonts.

### Webinar functionality

We note that you would like to use *Teams* for live streaming.

Subject to HMRC's Microsoft 365 plan and licences, we will implement the following:

» Provide a link to the public live stream from the ODP platform that will enable viewing in *Teams*

Greater integration in which the live stream is embedded into the ODP site is also possible using the API capability offered in Teams. This is not included in our costs.

## Sharing

We'll deliver the functionality to share pages via email, Facebook and twitter.

### Login / Passwords

The HMRC platform will provide login for members (using standard Umbraco Members functionality) and forgotten password functionality.

For members that have forgotten their password, an email will be sent with a link from which the member can reset their password.

Optionally, password reset can include a set of security questions which members must answer correctly.

Further options are available including enabling password reset by members that are logged in and 2 Factor authentication (not included in costs).

### Registration

The site will have a custom registration form (we will explore with you what fields you would expect this to include and any restrictions – for example to certain email domains) making it easy for members to register.

Subject to Discovery, with regards to members (from whom HMRC has obtained consent to use the platform), Connect will import their details in bulk, from a CSV file provided by HMRC. This will be done in managed stages.

On import, an automated email will be sent to each member with their username and a link to reset their password.

### Integration with LISTR tool

Given that you are keen to get the platform up and running in a short timescale, we recommend that a direct link to the LISTR tool is included within the ODP platform (so that a second login is required) i.e. the user logs in to the ODP platform and from there follows a link and independently logs into

the LISTR tool. Whilst not providing single login, it will provide a convenient way for users to move between the two systems.

Alternatively, API integration between the two platforms would enable users to login only once, as there would be communication of credentials between the HMRC platform and the LISTR tool. This option is not included in the costs. In our experience, this form of integration is best considered as a medium-term goal, to ensure the ODP platform can be launched in a rapid timescale, as required.

## Navigation

Hivetalk includes header and footer navigation, breadcrumbs and home page main navigation but additional navigation options can be implemented depending on your requirements.

## Personalisation

Hivetalk comes with Quicklinks so that a member can mark a page as a favourite and it will appear as a navigation item in their header under My Quicklinks.

## Individual page update notifications

The site will include an 'Add Notification' feature which will allow a member to subscribe to a page within the site so that whenever an update is made, they will receive a notification.

## Featured top story

On the Hivetalk homepage, there is a carousel where you can add information about pages within the site.

Should you wish to provide a feature on other pages, for example, a feature news item on the news listing page, this can be implemented for you.

## Dedicated content hubs

You will be able to create different areas of the site with content specific to different groups. We would expect to implement this using landing pages to create, for example, About Us, Support for You, and Development sections in the site. (See Knowledge Bases, above).

## Discussions, news, blogs, jobs, events

The Hivetalk solution has *discussions* (called Social Posts) as standard feature.

*News* is also a standard feature.

*Blogs* will be implemented as a custom feature.

*Jobs* will be implemented using a standard listing page with child pages with job description or URL nodes so your members can link to the job details of an external page. Further custom features, such as filtering, can be implemented if required.

*Events* is a standard Hivetalk feature These features can also be included on the home page as a short listing with the latest posts/pages.

Blogs, news and events on the site may be filtered so that relevant items appear within a specific content hub, as well as on the main events/blogs listing.

### Like, comment and share options

Like and comment are standard with Hivetalk.

We can also include a share option.

### Content linked to owners

This will be implemented for you.

### Key Performance Indicators (KPIs)

You will have the option to include KPIs on the homepage as a row of content as a standard Hivetalk feature.

### Feedback box on each page

A site wide feedback form will be available within the footer. A page specific feedback form is also available with Hivetalk.

### Newsletter

We'll discuss this in more detail with you during Discovery, but we expect to include a Mailchimp subscribe and unsubscribe form within the site.

Here we assume integration is with a single Mailchimp account and mailing list. Our costs also assume that a Mailchimp template design is not required.

We will operate Mailchimp as a managed service for the ODP platform; we will assist you in identifying the most appropriate subscription model, based on your expected number of contacts, frequency and scale of mailshots and any other requirements.

Current pricing is found at:

<https://mailchimp.com/pricing/>

A service management fee to Connect, in respect of Mailchimp, is included in the costs.

Any support you require in respect of Mailchimp will be accessible to you through our Support contract described below.

### Private Area

The Accelerated Development Scheme will have content in a separate area.

This will be achieved using Umbraco's built in role-based protection so that members' access to a subsection of the site is based on the member group to which they belong. For this, we envisage members belonging to one of two groups. Your admin users will be responsible for identifying which members should be admitted to the separate content area and will be responsible for granting/withdrawing this permission for each user, from within the Umbraco interface.

# Support Services

## Training

We have provided costings so that you may select from:

- » Umbraco Hivetalk training session *and* manual
- » Umbraco Hivetalk *manual only*

### Training session

Prior to asking your team to undertake user acceptance testing, we deliver a training session for your team, via Webex, Teams or similar video conferencing on how to use Hivetalk. This will help your administrators and editors to perform the necessary tasks on the site to keep it current.

Further information is provided in the Project Phases (Phase II – Build) information below.

### Manual

We will provide a comprehensive, custom training manual on how to manage the ODP platform. This will be written in a thorough but accessible format for ease of understanding by even those with minimal/no prior experience of Umbraco.

The manual will cover all key user tasks so that your administrators, editors, and end users are able to confidently operate and engage with the platform. We will deliver the manual prior to User Acceptance Testing so that the platform can be tested thoroughly.

## Hosting

Hivetalk is delivered as a fully managed hosted service, whereby Connect:

- » Hosts the service within our ISO27001-accredited data centre, based in the UK
- » Performs free upgrades to Hivetalk, on release
- » Performs software updates to both the hosting environment and the core Umbraco software on a regular basis
- » Provides and maintains Internet connectivity

### Software updates

Automatic software updates and security patches will protect and enhance the HMRC platform. Core Umbraco, first and third-party packages and product updates will be delivered to your intranet based on our release schedules.

### Hosting Specification

Based on <5,000 concurrent users of the system:

- » Dedicated Virtual Machine: 8 vCPU, 8 GB RAM, 200 GB storage

## Monitoring

As detailed above, this proposal is based on the site receiving less than 5,000 concurrent users. As concurrent user numbers increase, performance may be impacted, typically with slower response times. We will track usage so that any potential issues can be identified at an early stage; using NAGIOS, we will monitor CPU usage as an indicator of the platform's performance.

In addition to monitoring the number of users via Google Analytics (see above), we will set up a NAGIOS (infrastructure monitoring application) alert so that our Operations team will be alerted should the CPU usage go beyond defined levels. We anticipate that regular CPU usage in excess of 80% is likely to indicate a potential need for scaling, to better accommodate the heavier usage patterns. In this case, we will inform you and work with you to investigate and cost appropriate approaches to upscale the system specification, in order to continue to deliver a responsive user experience.

## Scaling

Should further resources be required as the number of users grows, the virtual machine host is likely to be able to provide this, in the first instance, having scaling capability of both CPUs and RAM. We have provided indicative costs for scaling below.

*Please note:* the addition of further resources to the virtual machine will require a system reboot which will cause a short amount of downtime.

Whilst scaling the virtual machine offers some scalability, further scaling may be required, subject to system usage and performance over time, in the form of physical servers. Should this be necessary, we will be happy to provide you with options and costs to take this forward.

## Support and maintenance contract

Following on from your warranty period, our support and maintenance contract provides a cost-effective and convenient way of looking after all your intranet support needs whilst ensuring you of a quick turnaround for any changes you request.

Work performed under a support contract is:

- » Charged at preferential rates
- » Convenient and no-fuss to request
- » Completed quickly and within agreed response times

## Flexible services

Whether you want to make improvements to the site, fix a problem, refresh the interface, upgrade components or even plan for its future, a support & maintenance contract provides easy access to our multidisciplinary team.

All of the following can be undertaken under your support contract:

- ✚ Advice and guidance

*e.g. Investigations/recommendations, advice on best practice;*

*Evaluating options for cost-effectiveness, risk, longevity etc; Knowledge transfer*

- ✚ Mailchimp user support
- ✚ Design work
  - e.g. Improving user journeys and UX; Updating displays; data visualisation;*
  - Updating branding, design elements, layouts;*
  - Targeting new browsers/devices/channels*
- ✚ Development
  - e.g. Adding new features; improving functionality;*
  - Integrating with external systems; Software upgrades and remedial work*
- ✚ Content services
  - Supporting/training content editors; Text changes; content population and migration*
- ✚ Consultancy
  - Accessibility testing and compliance; Website Analytics set-up & reporting; cookies; Search engine optimisation; social media strategy.*

All members of our support team are employed by Connect within the UK; we don't use subcontractors, so you have continuity of knowledge.

How it works

You purchase a number of hours support per month; you have full control over how this support time is used.

For your Hivetalk Intranet, we suggest

2 hrs support per month

based on a 1-year contract,

|                                 |
|---------------------------------|
| i.e. <u>24 hours per annum.</u> |
|---------------------------------|

The number of hours' support you purchase is your 'support pot' – time is drawn down from the pot to service your support requests, so you have full control over how the support hours are used. When placing a support request, 30 minutes will be drawn down. If more time is needed to service the request, we will confirm with you prior to 'spending' any more. We won't draw time down without your agreement.

Whilst you have an agreed number of support hours each month, it may be possible to use more than this in any one month, if you need to.

Any unused hours in any one month may be rolled forward and used within three months, and before the end of the contract.

Response Times

Support response/resolution times are 9 a.m. to 5 p.m. Monday to Friday, excl. bank holidays. Response outside of these times is available, incl. 24x7, at additional cost.

| Type of request | Target response time* | Target resolution time* |
|-----------------|-----------------------|-------------------------|
|-----------------|-----------------------|-------------------------|

|           |   |         |         |
|-----------|---|---------|---------|
| Incidents | High Priority Incident<br><i>e.g. system unusable, affecting critical business processes</i>  | 2 hours | 4 hours |
|           | Normal Priority Incident<br><i>e.g. part of the system is not working correctly, but is not affecting critical business processes</i> | 4 hours | 4 days  |

*\*Does not apply to spent-ahead & rolled-forward units*

| Change Requests | Type of request | Target response time | Target work plan agreed |
|-----------------|-----------------|----------------------|-------------------------|
|                 | Change Request  | 4 hours              | 4 days*                 |

*\* delivery of work plan, not the completed change request*

### 15% Discounted training

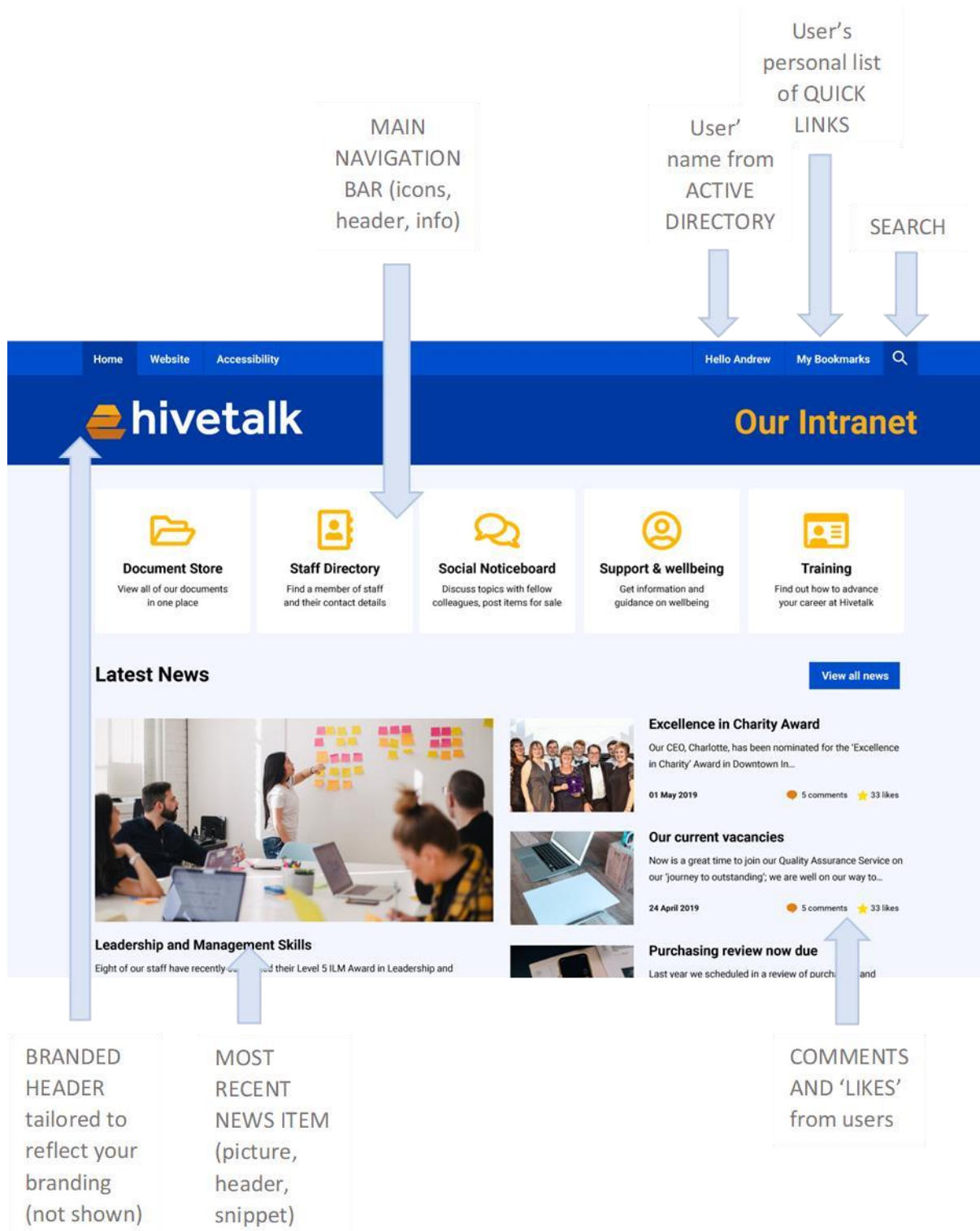
Customers with a support contract are also entitled to receive refresher training sessions at a 15% discounted rate throughout the term of their support contract.

Refresher training sessions are all **1½ day**

**duration:** » Using WordPress CMS (Editor)

- » Using WordPress CMS (Administrator)
- » Using Umbraco CMS (Editor)
- » Using Umbraco CMS (Administrator)
- » Using Google Analytics

# Hivetalk In Action

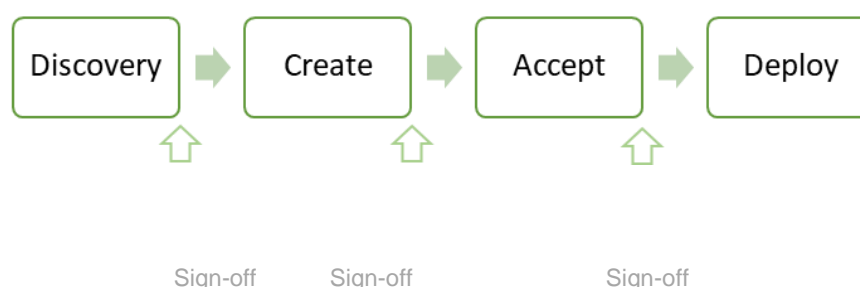


# Delivery

## A proven method

Our delivery methodology is a well-structured process that minimises impact on your team, whilst ensuring successful outcomes; all expectations on your team are declared at the outset and explicitly scheduled into the project plan.

- » This method is proven and quality assured by **ISO9001 accreditation**
- » The process is managed by a dedicated Connect project manager who is a qualified **PRINCE2 Practitioner**.
- » The **process is phased**, with deliverables and sign-off prior to completion of each stage so progress is clearly evidenced.



## Project Phases

### Phase I - Discovery activities

1. Project Initiation Meeting  
We identify roles and responsibilities, clarify project objectives, scope and key deadlines, and identify risks and how they may be mitigated.
2. HIVETALK INTRANET DEMO  
Our Project Manager provides an on-screen live demonstration of the standard (core) Hivetalk product. The in-built set of features is presented to help your team understand their operation. This illustrates where customisations may be made and where decisions are needed from your project team.
3. CARD SORT WORKSHOP where we explore with you:
  - » Your key user personas and their main user journeys – what tasks do users want/need to do?
  - how do they/should they perform the tasks?
  - » Content expectations, topics and priorities

This exercise enables us to design your optimal information architecture, so ensuring an intuitive and engaging experience for your users.

The card sort will be performed online with 24/7 access over a defined timescale (we anticipate 4 days) to enable contributing users to take part at a time and place of their choosing. The card sort will also help HMRC gain buy-in and take-up amongst ODP users.

We confirm that the card sort will be delivered within the planned timeframe for delivery, subject to the availability of your stakeholders/users who wish to take part.

4. Visuals showing branded interface

A design meeting will elicit your ideas, preferences and the application of your brand guidelines to Hivetalk's user interface. A set of visuals will be created for your stakeholders (including members, if available) to review and feedback on, resulting in finalised visuals of the look-and-feel, prior to implementation.

5. Hivetalk Functional Specification

Connect prepares the tailored specification for the HMRC platform, including any special elements you have requested, for distribution to your stakeholders for review and feedback.

Once the above are finalised and signed-off, your Hivetalk Intranet is built:

## Phase II - Build Hivetalk

Working to the functional specification and visuals agreed in Discovery, we create your new, responsive intranet based, on Umbraco open source CMS technology (delivering agreed initial elements). Once built, your site is optimised:

- » To increase load speed and efficiency, CSS and JavaScript is minified, reducing overall file size
- » Any images used for aesthetic purposes are optimised for web use
- » Image and other media upload size is restricted to a maximum, enforcing optimisation before upload
- » The site is checked for compliance with **WCAG 2.1 level AA**.

### Show-and-tell

During the build phase, at agreed intervals, 'Show-and-tell' sessions will demonstrate the progress to date to your team, building confidence and ensuring everyone's expectations remain aligned.

### Phased build

A phased build may be preferred; this will be discussed and planned with you during Discovery. By phasing the build, the solution is deployed in two or three sequential releases. The first release normally comprises the standard (off-the-shelf) features of Hivetalk, meaning the first release can be rapid, giving you a solution that can start delivering for you quickly.

## Hivetalk CMS Training

Prior to asking your team to undertake user acceptance testing, we deliver a training session for your team, via Webex, Teams or similar video conferencing on how to use Hivetalk (on-site option available – additional cost applies). This serves to ensure those carrying out testing can conduct meaningful testing and get the most out of the important acceptance phase that follows.

- » For **HMRC Administrators** we cover user permissions management, notifications management, form building etc.
- » For **Editors** (content owners) we cover the tasks required to manage textual content on pages, add new web pages and sections etc, using the content management system.
- » We provide up to 6 webex session IDs; you may decide how many people view each session.
  - » We can provide face-to-face training, if required (additional cost applies).

A custom user manual is supplied to accompany the training session.

As you may have some existing skills, we have provided cost options for:

- » Training session delivery, including supply of user manual
- » User manual supplied (i.e. no training session)

## Phase III – User Acceptance

### User Acceptance Phase I

The site is made available to you (privately, behind a password) over the web for your team to undertake **user acceptance testing (UAT)**, to confirm compliance with the specification and visuals.

Your testers record any non-compliances in our **online issue-logging system**, so issues are seen by everyone – your team and our team – and progress against them can be transparently tracked.

### User Acceptance Phase II

Following UAT I, we implement any fixes/ changes, after which a second phase of **user acceptance testing** takes place for you to confirm all issues are resolved.

## Phase IV - Deployment

Once you're able to sign-off the finished platform, we carry out deployment to our hosting services. Your support and maintenance contract will commence.

## Further Development

Following the initial launch of the ODP platform, our team will deliver the remaining elements of the solution, with testing carried out as above.

## Post-delivery warranty

When the ODP platform is handed over for User Acceptance Testing (Phase III), we offer 45 calendar days of free warranted support.

During this period, we work with you to confirm the system fully complies with the agreed specification and, if not, resolve any issues with no quibble and at no cost.

Typically, this means we can support you freely not only during User Acceptance Test phases but also over the crucial period immediately following go-live (subject to project schedule).

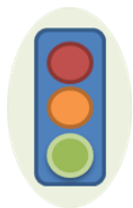
## Project Controls

Consistent with our ISO9001-accredited process, the following are used to provide ongoing monitoring and management of project status and progress:

### Traceability Matrix

Created with you at the start of the project, this records your key business objectives for the project. At each stage of the project, the traceability matrix is reviewed and updated, tracking how the original objectives are being met within the current plans. This ensures the original aims remain the focus in all decision-making and avoids 'direction stray'. On project completion, the Matrix evidences how each business objective has been satisfied.

### Highlight Reports



Created for you by your Connect Project Manager, Highlight Reports summarise project status under pre-defined headings. Reports cover overall RAG rating (red, amber, green), a project plan update, tasks completed & next steps, key dates coming up and deadlines, any changes in risks or mitigations and flag any issues outstanding. Issue interval depends upon the project plan; it may be fortnightly, or monthly.

### Living Project Plan

A Gantt chart showing work packages, resources and dependencies; tasks where input from your team is required are clearly marked. This plan is updated and shared throughout by our Project Manager. **Hivetail Specification**

Created during Discovery, this describes the features and functionality of your site in detail. This is the reference against which acceptance testing is performed.

### Sign-off forms

Sign-off forms record decision points that may impact subsequent phases of the project; sign-off is sought prior to a course of action being taken.

## Collaborative Workspace

Your team have access to a shared web space - Basecamp - where all project documents, progress reports, sign-off requests and other documents reside. This is also where all project communication takes place, facilitating collaboration between all your team/stakeholders, wherever they may be based geographically.

## Issue Log (Bugs and Change requests)

An on-line, shared issue logging system is used, affording full transparency of any issues encountered during acceptance testing. Each team member is able to log issues. Responses and resolutions are also recorded here, providing an automatic full audit trail of activity.

## Risk Log

Lists potential risks to the project, their present status, likely impact and mitigations. Updated weekly by Connect.

## Accessibility Report

Prior to completing the build, we undertake an accessibility examination. You are provided with a final summary report confirming the level of compliance of your intranet.

# What we need from you

Whilst we make every effort to minimise the impact on your team as much as we can, we recommend you supply the following:

## At project start

- » A **named project manager** and second contact, to co-ordinate the HMRC team and with the authority to sign off decisions.
- » **Brand/style guidelines**. These are used to tailor your Hivetalk Intranet UI in line with your brand.
- » **Availability** of key stakeholders and project team members. In our project plan, tasks shaded green will be those requiring involvement from your team; when agreeing the plan, please ensure these tasks are scheduled at times suitable for your team.

## During the project

We ask you to:

- » Use our **online tools** for project discussions. This aids transparency and enables dispersed team members to take part fully.
- » Read, **review and respond** to our reports and specifications, in line with the project plan.
- » **Sign-off** on completion of each stage of the process, to ensure progress is in line with your expectations.
- » Ensure your designated team members familiarise themselves thoroughly with the **training and/or user manual**, as supplied.
- » Conduct your internal **user acceptance testing**, as in the project plan
- » Supply any images, documents and content in line with the project plan.

*Note* it is your responsibility to ensure you have appropriate permissions to use any imagery, logos, text, copy and other materials that you supply to us or use on the site. »

**Keep in touch!**

Let your Connect Project Manager know if you're unsure about something. Good communication is what makes a successful project!

## Timescales

We're flexible in meeting your scheduling needs. We are happy to deliver your requirements in phases according to your priorities.

We would expect an **initial release** of Hivetalk's **core features** to take around 3-4 weeks from order placement (receipt of signed GCloud contract), subject to your availability. This will include the card sorting exercise subject to the availability of your stakeholders/team members.

The follow-on schedule for subsequent delivery of the custom features will be agreed with you.

The speed of deployment provides flexibility, allowing us to work in partnership with you to accommodate your schedule.

Schedule 2: Call-Off Contract charges

Costs

| All prices shown exclusive of VAT                                   |                                 |         |                              |                            |                         |                                       |
|---|---------------------------------|---------|------------------------------|----------------------------|-------------------------|---------------------------------------|
| COMPONENT PRICE   | Project Manager<br>No. days (£) | PM Rate | Tech. Resource               | Tech. Resource<br>No. days | Tech. Resource Rate (£) | Total Implementation Cost (excl. VAT) |
| Project Initiation Meeting; Highlight Reports; Review meetings      | 3                               | 614     | Lead Designer/<br>Lead Tech. | 2.5                        | 567                     | 3,259.50                              |
| Set up test & staging environments                                  |                                 |         | Lead Tech.,<br>Ops           | 2                          | 567                     | 1,134.00                              |
| Workshop (Card Sort); includes prep. & reporting, site map creation | 1.2                             | 614     | Lead Designer/<br>Lead Tech. | 3                          | 567                     | 2,437.80                              |
| Specification and visuals preparation with 2 feedback loops         | 1.5                             | 614     | Lead Designer/<br>Lead Tech. | 5                          | 567                     | 3,756.00                              |
| Hivetalk Intranet Core Configuration                                | 3.5                             | 614     | Tech team/<br>Design team    | 40                         | 567                     | 24,829.00                             |
| Hivetalk Intranet Tailoring   | 1.5                             | 614     | Tech team/<br>Design team    | 8                          | 567                     | 5,457.00                              |
| Bulk user Import  | 0.5                             | 614     | Lead tech.                   | 3                          | 567                     | 2,008.00                              |
| C ustom training manual   |                                 |         | Trainer                      | 2                          | 567                     | 1,134.00                              |
| Hivetalk Intranet Core Closing work package & UAT support           | 1.5                             | 614     | Tech team/<br>Design team    | 7                          | 567                     | 4,890.00                              |
| Accessibility test  |                                 | 614     | Tech team                    | 3.5                        | 567                     | 1,984.50                              |
| Hosting Onboarding  |                                 |         | Ops                          | 3                          | 567                     | 1,701.00                              |
| Contingency   | 1.5                             | 614     | Tech. team                   | 3                          | 567                     | 2,622.00                              |
| Total   |                                 |         |                              |                            |                         | <b><u>55,212.80</u></b>               |

Prices valid for 90 days.

|                 |                  |
|-----------------|------------------|
| ONGOING CHARGES | Cost (excl. VAT) |
|-----------------|------------------|

|   |   |
|---|---|
| <b>Service fee (inc. hosting &amp; Hivetalk updates)</b>  | <b><u>Per Annum: 7,014.00</u></b>   |
| <b>Mailchimp service fees:</b><br>Subject to requirements<br>(Note: these are third party costs over which Connect has no control. Accordingly, these may change from time to time, subject to the vendor.) | Please consult <a href="https://mailchimp.com/pricing/">https://mailchimp.com/pricing/</a> for ongoing pricing. |
| <b>Mailchimp management fee:</b>  | <b><u>Per month: £35</u></b>  |
| <b>Support &amp; maintenance (example)</b><br>Charged at £85 per hour   | (Two hours per month) <b><u>Per month: £170</u></b>   |

| <b>Hourly Rates</b>                         | <i>Resource</i>    | <i>Rate p.h. £</i> |
|---|--------------------|--------------------|
| <b>Time &amp; materials ad-hoc requests</b> | <i>Tech., p.h.</i> | <b>£99.00</b>      |

## Optional Costs

| <b>COMPONENT PRICE</b>              | <i>Project Manager No. days</i> | <i>PM Rate (£)</i> | <i>Tech. Resource</i>  | <i>Tech. Resource No. days</i> | <i>Tech. Resource Rate (£)</i> | <b>Total Implementation Cost (excl. VAT)</b> |
|-------------------------------------|---------------------------------|--------------------|------------------------|--------------------------------|--------------------------------|--|
| WebEx (or similar) training session |                                 |                    | <i>Trainer</i>         | 1                              | 567                            | 567.00                                       |
| Set up test & staging environments  |                                 |                    | <i>Lead Tech., Ops</i> | 2                              | 567                            | 1,134.00                                     |

| <b>ADDITIONAL HOSTING COSTS</b><br>(if required) | <i>Units</i> | <i>Detail</i>            | <i>Cost per month £ Ex VAT</i> |
|--|--------------|--------------------------|--------------------------------|
| <b>vCPU</b>                                      | 1            |                          | 18.50                          |
| <b>Storage</b>                                   | 1            | GByte Additional storage | 0.20                           |
| <b>RAM</b>                                       | 1            | Additional GByte RAM     | 15                             |
|  |              |                          |                                |
| <b>Physical Servers</b>                          |              |                          | POA                            |

QMS-56-PRO Issue 6 Commercial in Confidence. © Connect Interne

## Payment Schedule

*We will be happy to agree a payment schedule with you to meet the demands of your current year's budget and planning for upcoming budgets.*

Annual charges payable in full in advance; monthly payment options available with Direct Debit or BACS transfer.

Works charges payable as follows: 20% Price on placement of Order, 20% Price on completion of Discovery phase, 40% Price on handover for user acceptance testing, 20% Price on sign-off of the Works.

Payment terms 15 days.

QMS-56-PRO Issue 6 Commercial in Confidence. © Connect Interne

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:

- [Enter text]
- [Enter text]
- [Enter text]

## Customer Benefits

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

[G-Cloud 12 Customer Benefits Record](#)

## Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

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

### 2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

## 5. Due diligence

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

## 6. Business continuity and disaster recovery

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

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

## 7. Payment, VAT and Call-Off Contract charges

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

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

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

## 9. Insurance

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

- 9.2 The Supplier will ensure that:

- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

- 9.4.1 a broker's verification of insurance
- 9.4.2 receipts for the insurance premium
- 9.4.3 evidence of payment of the latest premiums due

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

- 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

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

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

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

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

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

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

## 11. Intellectual Property Rights

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

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

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

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

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

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

11.5.2 Supplier's performance of the Services

### 11.5.3 use by the Buyer of the Services

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

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

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

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

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

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

11.7.3 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy:

<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

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

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

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

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

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

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

## 15. Open source

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

## 16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
  - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
  - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:  
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.
19. Consequences of suspension, ending and expiry
- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
  - 8 (Recovery of sums due and right of set-off)
  - 9 (Insurance)
  - 10 (Confidentiality)
  - 11 (Intellectual property rights)
  - 12 (Protection of information)
  - 13 (Buyer data)
  - 19 (Consequences of suspension, ending and expiry)
  - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
  - 8.44 to 8.50 (Conflicts of interest and ethical walls)
  - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

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

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

## 21. Exit plan

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

- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
  - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
  - 21.6.2 there will be no adverse impact on service continuity
  - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
  - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

## 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

## 23. Force majeure

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

## 24. Liability

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

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

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

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

## 25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

## 26. Equipment

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

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

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

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

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

## 28. Environmental requirements

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

## 29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
  - 29.2.2 age
  - 29.2.3 start date
  - 29.2.4 place of work
  - 29.2.5 notice period
  - 29.2.6 redundancy payment entitlement
  - 29.2.7 salary, benefits and pension entitlements
  - 29.2.8 employment status
  - 29.2.9 identity of employer
  - 29.2.10 working arrangements
  - 29.2.11 outstanding liabilities
  - 29.2.12 sickness absence
  - 29.2.13 copies of all relevant employment contracts and related documents
  - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
- 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

### 30. Additional G-Cloud services

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

### 31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors

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

## 32. Variation process

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

## 33. Data Protection Legislation (GDPR)

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

## Schedule 3: Collaboration agreement

This agreement is made on [enter date]

between:

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

Whereas the:

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

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

### 1. Definitions and interpretation

1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

- 1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules
- 1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers
- 1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

- 1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5 "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
- 1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
- 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2
- 1.1.9 "Dispute Resolution Process" means the process described in clause 9
- 1.1.10 "Effective Date" means [insert date]
- 1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1
- 1.1.12 "Mediator" has the meaning given to it in clause 9.3.1
- 1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1
- 1.1.14 "Term" has the meaning given to it in clause 2.1
- 1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

## 1.2 General

- 1.2.1 As used in this Agreement the:
  - 1.2.1.1 masculine includes the feminine and the neuter
  - 1.2.1.2 singular includes the plural and the other way round
  - 1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent re-enactment.
- 1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

## 2. Term of the agreement

2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

## 3. Provision of the collaboration plan

3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.

3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:

3.4.1 approve the Detailed Collaboration Plan

3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection

3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

#### 4. Collaboration activities

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

#### 5. Invoicing

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

#### 6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
  - 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
  - 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
  - 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
  - 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:

- 6.3.1 or becomes public knowledge other than by breach of this clause 6
- 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
- 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- 6.3.4 independently developed without access to the Confidential Information
- 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction

6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

## 7. Warranties

7.1 Each Collaboration Supplier warrant and represent that:

7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

## 8. Limitation of liability

8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort

(including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].

8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

- 8.5.1 indirect loss or damage
- 8.5.2 special loss or damage
- 8.5.3 consequential loss or damage
- 8.5.4 loss of profits (whether direct or indirect)
- 8.5.5 loss of turnover (whether direct or indirect)
- 8.5.6 loss of business opportunities (whether direct or indirect)
- 8.5.7 damage to goodwill (whether direct or indirect)

8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:

- 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default
- 8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

## 9. Dispute resolution process

9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The process for mediation and consequential provisions for mediation are:

- 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is

unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

- 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
- 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
- 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
- 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
- 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

- 9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## 10. Termination and consequences of termination

### 10.1 Termination

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

### 10.2 Consequences of termination

- 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the

[contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

- 10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

## 11. General provisions

### 11.1 Force majeure

- 11.1.1 For the purposes of this Agreement, the expression “Force Majeure Event” will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
- 11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

### 11.2 Assignment and subcontracting

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

### 11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

### 11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

### 11.5 Rights of third parties

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

### 11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

### 11.7 Variations

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

#### 11.8 No waiver

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

#### 11.9 Governing law and jurisdiction

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

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

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

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

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of contracts

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

## Collaboration Agreement Schedule 2 **[Insert Outline Collaboration Plan]**

Schedule 4: Alternative clauses

1. Introduction

- 1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.
2. The Customer may, in the Order Form, request the following alternative Clauses:



**AUTHORITY’S MANDATORY TERMS**

- A.** For the avoidance of doubt, references to ‘the Agreement’ mean the attached Call-Off Contract between the Supplier and the Authority. References to ‘the Authority’ mean ‘the Buyer’ (the Commissioners for Her Majesty’s Revenue and Customs).
- B.** The Agreement incorporates the Authority’s mandatory terms set out in this Schedule 4.
- C.** In case of any ambiguity or conflict, the Authority’s mandatory terms in this Schedule 4 will supersede any other terms in the Agreement.

1. Definitions

|                     |  |
|---------------------|--|
| “Affiliate”         | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time;  |
| “Authority Data”    | <p>(a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:</p> <p>(i) supplied to the Supplier by or on behalf of the Authority; and/or</p> <p>(ii) which the Supplier is required to generate, process, store or transmit pursuant to this Agreement; or</p> <p>(b) any Personal Data for which the Authority is the Controller, or any data derived from such Personal Data which has had any designatory data identifiers removed so that an individual cannot be identified;</p> |
| “Charges”           | the charges for the Services as specified in Schedule 2  |
| “Connected Company” | means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person;  |
| “Control”           | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the  |

|   |  |
|---|--|
|   | other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly;  |
| <b>“Controller”,</b><br><b>“Processor”,</b><br><b>“Data Subject”,</b><br><b>“Data Protection Legislation”</b> | take the meaning given in the GDPR;<br><br>(a) the GDPR, the Law Enforcement Directive (Directive EU 2016/680) and any applicable national implementing Laws as amended from time to time;<br><br>(b) the Data Protection Act 2018 to the extent that it relates to processing of personal data and privacy;<br><br>(c) all applicable Law about the processing of personal data and privacy;  |
| <b>“GDPR”</b>   | the General Data Protection Regulation (Regulation (EU) 2016/679);   |
| <b>“Key</b><br><b>Subcontractor”</b>  | any Subcontractor:<br>(a) which, in the opinion of the Authority, performs (or would perform if appointed) a critical role in the provision of all or any part of the Services; and/or<br><br>(b) with a Subcontract with a contract value which at the time of appointment exceeds (or would exceed if appointed) ten per cent (10%) of the aggregate Charges forecast to be payable under this Call-Off Contract;                                    |
| <b>“Law”</b>  | 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, regulatory policy, guidance or industry code, judgment of a relevant court of law, or directives or requirements of any regulatory body with which the Supplier is bound to comply; |
| <b>“Personal Data”</b>  | has the meaning given in the GDPR;   |
| <b>“Purchase Order Number”</b>  | the Authority’s unique number relating to the supply of the Services;  |
| <b>“Services”</b>   | the services to be supplied by the Supplier to the Authority under the Agreement, including the provision of any Goods;  |
| <b>“Subcontract”</b>  | any contract or agreement (or proposed contract or agreement) between the Supplier (or a Subcontractor) and any third party whereby that third party agrees to provide to the Supplier (or the Subcontractor) all or any part of the Services, or facilities or services which are material for the provision of the Services, or any part thereof or necessary for the management, direction or control of the Services or any part thereof;          |
| <b>“Subcontractor”</b>  | any third party with whom:<br><br>(a) the Supplier enters into a Subcontract; or<br><br>(b) a third party under (a) above enters into a Subcontract,   |

|                                   |  |
|-----------------------------------|--|
|                                   | or the servants or agents of that third party;   |
| <b>“Supplier Personnel”</b>       | all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any Subcontractor of the Supplier engaged in the performance of the Supplier’s obligations under the Agreement;  |
| <b>“Supporting Documentation”</b> | sufficient information in writing to enable the Authority to reasonably verify the accuracy of any invoice;  |
| <b>“Tax”</b>                      | <p>(a) all forms of tax whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above,</p> <p>in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p> |
| <b>“Tax Non-Compliance”</b>       | <p>where an entity or person under consideration meets all 3 conditions contained in the relevant excerpt from HMRC’s “Test for Tax Non-Compliance”, as set out in Annex 1, where:</p> <p>(a) the “Economic Operator” means the Supplier or any agent, supplier or Subcontractor of the Supplier requested to be replaced pursuant to Clause 4.3; and</p> <p>(b) any “Essential Subcontractor” means any Key Subcontractor;</p>  |
| <b>“VAT”</b>                      | value added tax as provided for in the Value Added Tax Act 1994.   |

## **2. Payment and Recovery of Sums Due**

- 2.1** The Supplier shall invoice the Authority as specified in Schedule 2 of the Agreement. Without prejudice to the generality of the invoicing procedure specified in the Agreement, the Supplier shall procure a Purchase Order Number from the Authority prior to the commencement of any Services and the Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:
- 2.1.1** the Supplier does so at its own risk; and
- 2.1.2** the Authority shall not be obliged to pay any invoice without a valid Purchase Order Number having been provided to the Supplier.
- 2.2** Each invoice and any Supporting Documentation required to be submitted in accordance with the invoicing procedure specified in the Agreement shall be submitted by the Supplier, as directed by the Authority from time to time via the Authority’s electronic transaction system.
- 2.3** If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Authority in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Authority from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Authority. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Authority in order to justify withholding payment of any such amount in whole or in part.

### **3. Warranties**

#### **3.1 The Supplier represents and warrants that:**

- 3.1.1** in the three years prior to the Effective Date, it has been in full compliance with all applicable securities and Laws related to Tax in the United Kingdom and in the jurisdiction in which it is established;
- 3.1.2** it has notified the Authority in writing of any Tax Non-Compliance it is involved in; and
- 3.1.3** no proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue and the Supplier has notified the Authority of any profit warnings issued in respect of the Supplier in the three years prior to the Effective Date.

**3.2** If at any time the Supplier becomes aware that a representation or warranty given by it under Clause 3.1.1, 3.1.2 and/or 3.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Authority of the relevant occurrence in sufficient detail to enable the Authority to make an accurate assessment of the situation.

**3.3** In the event that the warranty given by the Supplier pursuant to Clause 3.1.2 is materially untrue, the Authority shall be entitled to terminate the Agreement pursuant to the Call-Off clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

### **4. Promoting Tax Compliance**

**4.1** All amounts stated are stated exclusive of VAT, which shall be added at the prevailing rate as applicable and paid by the Authority following delivery of a valid VAT invoice.

**4.2** To the extent applicable to the Supplier, the Supplier shall at all times comply with all Laws relating to Tax and with the equivalent legal provisions of the country in which the Supplier is established.

**4.3** The Supplier shall provide to the Authority the name and, as applicable, the Value Added Tax registration number, PAYE collection number and either the Corporation Tax or self-assessment reference of any agent, supplier or Subcontractor of the Supplier prior to the provision of any material Services under the Agreement by that agent, supplier or Subcontractor. Upon a request by the Authority, the Supplier shall not contract, or will cease to contract, with any agent, supplier or Subcontractor supplying Services under the Agreement.

**4.4** If, at any point during the Term, there is Tax Non-Compliance, the Supplier shall:

- 4.4.1** notify the Authority in writing of such fact within five (5) Working Days of its occurrence; and
- 4.4.2** promptly provide to the Authority:
  - (a)** details of the steps which the Supplier is taking to resolve the Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and
  - (b)** such other information in relation to the Tax Non-Compliance as the Authority may reasonably require.

**4.5** The Supplier shall indemnify the Authority on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Authority

at any time in respect of the Supplier's failure to account for or to pay any Tax relating to payments made to the Supplier under this Agreement. Any amounts due under this Clause 4.5 shall be paid in cleared funds by the Supplier to the Authority not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Authority.

**4.6** Upon the Authority's request, the Supplier shall provide (promptly or within such other period notified by the Authority) information which demonstrates how the Supplier complies with its Tax obligations.

**4.7** If the Supplier:

- 4.7.1** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with Clauses 4.2, 4.4.1 and/or 4.6 this may be a material breach of the Agreement;
- 4.7.2** fails to comply (or if the Authority receives information which demonstrates to it that the Supplier has failed to comply) with a reasonable request by the Authority that it must not contract, or must cease to contract, with any agent, supplier or Subcontractor of the Supplier as required by Clause 4.3 on the grounds that the agent, supplier or Subcontractor of the Supplier is involved in Tax Non-Compliance this shall be a material breach of the Agreement; and/or
- 4.7.3** fails to provide details of steps being taken and mitigating factors pursuant to Clause 4.4.2 which in the reasonable opinion of the Authority are acceptable this shall be a material breach of the Agreement;

and any such material breach shall allow the Authority to terminate the Agreement pursuant to the Call-Off Clause which provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

**4.8** The Authority may internally share any information which it receives under Clauses 4.3 to 4.4 (inclusive) and 4.6, for the purpose of the collection and management of revenue for which the Authority is responsible.

## **5. Use of Off-shore Tax Structures**

**5.1** Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies, Key Subcontractors (and their respective Connected Companies) shall not, have or put in place (unless otherwise agreed with the Authority) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Authority under or pursuant to this Agreement or (in the case of any Key Subcontractor and its Connected Companies) United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the Supplier under or pursuant to the applicable Key Subcontract ("**Prohibited Transactions**"). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies or a Key Subcontractor and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties' business.

**5.2** The Supplier shall notify the Authority in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor (or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Authority within a reasonable time to allow the Authority to consider the proposed Prohibited Transaction before it is due to be put in place.

- 5.3** In the event of a Prohibited Transaction being entered into in breach of Clause 5.1 above, or in the event that circumstances arise which may result in such a breach, the Supplier and/or the Key Subcontractor (as applicable) shall discuss the situation with the Authority and, in order to ensure future compliance with the requirements of Clauses 5.1 and 5.2, the Parties (and the Supplier shall procure that the Key Subcontractor, where applicable) shall agree (at no cost to the Authority) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the escalation process in the Agreement.
- 5.4** Failure by the Supplier (or a Key Subcontractor) to comply with the obligations set out in Clauses 5.2 and 5.3 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

## **6 Data Protection and off-shoring**

- 6.1** The Processor shall, in relation to any Personal Data processed in connection with its obligations under the Agreement:
- 6.1.1** not transfer Personal Data outside of the United Kingdom unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
- (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the processing of the Personal Data;
- 6.2** Failure by the Processor to comply with the obligations set out in Clause 6.1 shall allow the Authority to terminate the Agreement pursuant to the Clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause or equivalent clause).

## **7 Commissioners for Revenue and Customs Act 2005 and related Legislation**

- 7.1** The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 18 of the Commissioners for Revenue and Customs Act 2005 ('CRCA') to maintain the confidentiality of Authority Data. Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to a prosecution under Section 19 of CRCA.
- 7.2** The Supplier shall comply with, and shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data comply with the obligations set out in Section 123 of the Social Security Administration Act 1992, which may apply to the fulfilment of some or all of the Services. The Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the Supplier's obligations under Section 123 of the Social Security Administration Act 1992 may lead to a prosecution under that Act.

- 7.3** The Supplier shall regularly (not less than once every six (6) months) remind all Supplier Personnel who will have access to, or are provided with, Authority Data in writing of the obligations upon Supplier Personnel set out in Clause 7.1 above. The Supplier shall monitor the compliance by Supplier Personnel with such obligations.
- 7.4** The Supplier shall ensure that all Supplier Personnel who will have access to, or are provided with, Authority Data sign (or have previously signed) a Confidentiality Declaration, in the form provided at Annex 2. The Supplier shall provide a copy of each such signed declaration to the Authority upon demand.
- 7.5** In the event that the Supplier or the Supplier Personnel fail to comply with this Clause 7, the Authority reserves the right to terminate the Agreement with immediate effect pursuant to the clause that provides the Authority the right to terminate the Agreement for Supplier fault (termination for Supplier cause).

## Annex 1

### Excerpt from HMRC's "Test for Tax Non-Compliance"

#### *Condition one (An in-scope entity or person)*

1. There is a person or entity which is either: ("X")
  - 1) The Economic Operator or Essential Subcontractor (EOS)
  - 2) Part of the same Group of companies of EOS. An entity will be treated as within the same Group of EOS where that entities' financial statements would be required to be consolidated with those of EOS if prepared in accordance with *IFRS 10 Consolidated Financial Accounts*<sup>1</sup>;
  - 3) Any director, shareholder or other person (P) which exercises control over EOS. 'Control' means P can secure, through holding of shares or powers under articles of association or other document that EOS's affairs are conducted in accordance with P's wishes.

#### *Condition two (Arrangements involving evasion, abuse or tax avoidance)*

2. X has been engaged in one or more of the following:
  - a. Fraudulent evasion<sup>2</sup>;
  - b. Conduct caught by the General Anti-Abuse Rule<sup>3</sup>;
  - c. Conduct caught by the Halifax Abuse principle<sup>4</sup>;
  - d. Entered into arrangements caught by a DOTAS or VADR scheme<sup>5</sup>;
  - e. Conduct caught by a recognised 'anti-avoidance rule'<sup>6</sup> being a statutory provision which targets arrangements where either a main purpose, or an expected benefit, is to obtain a tax advantage or where the arrangement is not effected for commercial purposes. 'Targeted Anti-Avoidance Rules' (TAARs). It may be useful to confirm that the Diverted Profits Tax is a TAAR for these purposes;
  - f. Entered into an avoidance scheme identified by HMRC's published Spotlights list<sup>7</sup>;
  - g. Engaged in conduct which falls under rules in other jurisdictions which are equivalent or similar to (a) to (f) above.

<sup>1</sup> <https://www.iasplus.com/en/standards/ifrs/ifrs10>

<sup>2</sup> 'Fraudulent evasion' means any 'UK tax evasion offence' or 'UK tax evasion facilitation offence' as defined by section 52 of the Criminal Finances Act 2017 or a failure to prevent facilitation of tax evasion under section 45 of the same Act.

<sup>3</sup> "General Anti-Abuse Rule" means (a) the legislation in Part 5 of the Finance Act 2013; and (b) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid national insurance contributions

<sup>4</sup> "Halifax Abuse Principle" means the principle explained in the CJEU Case C-255/02 Halifax and others

<sup>5</sup> A Disclosure of Tax Avoidance Scheme (DOTAS) or VAT Disclosure Regime (VADR) scheme caught by rules which require a promoter of tax schemes to tell HM Revenue & Customs of any specified notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Section 19 and Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Section 19 and Part 7 of the Finance Act 2004 and as extended to National Insurance Contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868 made under s.132A Social Security Administration Act 1992.

<sup>6</sup> The full definition of 'Anti-avoidance rule' can be found at Paragraph 25(1) of Schedule 18 to the Finance Act 2016 and Condition 2 (a) above shall be construed accordingly.

<sup>7</sup> Targeted list of tax avoidance schemes that HMRC believes are being used to avoid paying tax due and which are listed on the Spotlight website: <https://www.gov.uk/government/collections/tax-avoidance-schemes-currently-in-the-spotlight>

*Condition three (Arrangements are admitted, or subject to litigation/prosecution or identified in a published list (Spotlights))*

3. X's activity in *Condition 2* is, where applicable, subject to dispute and/or litigation as follows:

1. In respect of (a), either X:
  1. Has accepted the terms of an offer made under a Contractual Disclosure Facility (CDF) pursuant to the Code of Practice 9 (COP9) procedure<sup>8</sup>; or,
  2. Has been charged with an offence of fraudulent evasion.
2. In respect of (b) to (e), once X has commenced the statutory appeal process by filing a Notice of Appeal and the appeal process is ongoing including where the appeal is stayed or listed behind a lead case (either formally or informally). NB Judicial reviews are not part of the statutory appeal process and no supplier would be excluded merely because they are applying for judicial review of an HMRC or HMT decision relating to tax or national insurance.
3. In respect of (b) to (e), during an HMRC enquiry, if it has been agreed between HMRC and X that there is a pause with the enquiry in order to await the outcome of related litigation.
4. In respect of (f) this condition is satisfied without any further steps being taken.
5. In respect of (g) the foreign equivalent to each of the corresponding steps set out above in (i) to (iii).

For the avoidance of doubt, any reference in this Annex 1 to any Law includes a reference to that Law as amended, extended, consolidated or re-enacted from time to time including any implementing or successor legislation.

---

<sup>8</sup> The Code of Practice 9 (COP9) is an investigation of fraud procedure, where X agrees to make a complete and accurate disclosure of all their deliberate and non-deliberate conduct that has led to irregularities in their tax affairs following which HMRC will not pursue a criminal investigation into the conduct disclosed.

**Annex 2 Form**  
**CONFIDENTIALITY DECLARATION**

CONTRACT REFERENCE: SR600752560

(‘the Agreement’)

DECLARATION:

I solemnly declare that:

1. I am aware that the duty of confidentiality imposed by section 18 of the Commissioners for Revenue and Customs Act 2005 applies to Authority Data (as defined in the Agreement) that has been or will be provided to me in accordance with the Agreement.
2. I understand and acknowledge that under Section 19 of the Commissioners for Revenue and Customs Act 2005 it may be a criminal offence to disclose any Authority Data provided to me.

|                    |
|--------------------|
| SIGNED:            |
| FULL NAME:         |
| POSITION:          |
| COMPANY:           |
| DATE OF SIGNATURE: |

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

**2.3 Discrimination**

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004

- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

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

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

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

## 2.4 Equality policies and practices

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

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

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

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

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

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

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

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

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

## 2.5 Equality

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

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

## 2.6 Health and safety

2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

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

## 2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

## Schedule 5: Guarantee

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

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

- (1) **[Insert the name of the Guarantor]** a company incorporated in England and Wales with number **[insert company number]** whose registered office is at **[insert details of the guarantor's registered office]** [or a company incorporated under the Laws of **[insert country]**, registered in **[insert country]** with number **[insert number]** at **[insert place of registration]**, whose principal office is at **[insert office details]**]( 'Guarantor'); in favour of

and

- (2) The Buyer whose offices are **[insert Buyer's official address]** ('Beneficiary')

### Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

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

Suggested headings are as follows:

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

|                                  |  |
|----------------------------------|--|
| <b>Guarantor company</b>         | [Enter Company name] 'Guarantor'               |
| <b>Guarantor company address</b> | [Enter Company address]                        |
| <b>Account manager</b>           | [Enter Account Manager name]                   |
|                                  | Address: [Enter Account Manager address]       |
|                                  | Phone: [Enter Account Manager phone number]    |
|                                  | Email: [Enter Account Manager email]           |
|                                  | Fax: [Enter Account Manager fax if applicable] |

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

### Definitions and interpretation

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

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

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

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

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

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

Unless the context otherwise requires:

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

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

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

## Guarantee and indemnity

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

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

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

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

## Obligation to enter into a new contract

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

## Demands and notices

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

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

**[Enter Email address of the Guarantor representative]**

For the Attention of **[insert details]**

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

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

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

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

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

#### Beneficiary's protections

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

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

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

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

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or

defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

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

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

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

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

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

## Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

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

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

## Payments and set-off

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

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

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

## Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

## Assignment

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

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

## Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the

provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

### Third-party rights

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

### Governing law

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

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

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

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

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

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

EXECUTED as a DEED by

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

Director

Director/Secretary

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

|   |   |
|---|---|
| <b>Buyer Software</b>                     | Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.   |
| <b>Call-Off Contract</b>                  | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.   |
| <b>Charges</b>                            | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.   |
| <b>Collaboration Agreement</b>            | An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.   |
| <b>Commercially Sensitive Information</b> | Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.  |
| <b>Confidential Information</b>           | <p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul> |
| <b>Control</b>                            | 'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.  |
| <b>Controller</b>                         | Takes the meaning given in the GDPR.  |
| <b>Crown</b>                              | The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.  |

|   |  |
|---|--|
| <b>Data Loss Event</b>                          | Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.   |
| <b>Data Protection Impact Assessment (DPIA)</b> | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.  |
| <b>Data Protection Legislation (DPL)</b>        | Data Protection Legislation means:<br>(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time<br>(ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy<br>(iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner   |
| <b>Data Subject</b>                             | Takes the meaning given in the GDPR  |
| <b>Default</b>                                  | <p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p> |
| <b>Deliverable(s)</b>                           | The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.   |
| <b>Digital Marketplace</b>                      | The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )   |
| <b>DPA 2018</b>                                 | Data Protection Act 2018.  |
| <b>Employment Regulations</b>                   | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.  |
| <b>End</b>                                      | Means to terminate; and Ended and Ending are construed accordingly.  |

|  |  |
|--|--|
| <b>Environmental Information Regulations or EIR</b>      | The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.   |
| <b>Equipment</b>   | The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.  |
| <b>ESI Reference Number</b>                              | The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.  |
| <b>Employment Status Indicator test tool or ESI tool</b> | The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:<br><a href="https://www.gov.uk/guidance/check-employment-status-for-tax">https://www.gov.uk/guidance/check-employment-status-for-tax</a>   |
| <b>Expiry Date</b>                                       | The expiry date of this Call-Off Contract in the Order Form.   |
| <b>Force Majeure</b>                                     | <p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</li> </ul> |
| <b>Former Supplier</b>                                   | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also  |

|   |   |
|---|---|
|   | includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).   |
| <b>Framework Agreement</b>                | The clauses of framework agreement RM1557.12 together with the Framework Schedules.   |
| <b>Fraud</b>                              | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.   |
| <b>Freedom of Information Act or FoIA</b> | The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.   |
| <b>G-Cloud Services</b>                   | The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement. |
| <b>GDPR</b>                               | General Data Protection Regulation (Regulation (EU) 2016/679)   |
| <b>Good Industry Practice</b>             | Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.               |
| <b>Government Procurement Card</b>        | The government's preferred method of purchasing and payment for low value goods or services.  |
| <b>Guarantee</b>                          | The guarantee described in Schedule 5.  |
| <b>Guidance</b>                           | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.  |

|   |  |
|---|--|
| <b>Implementation Plan</b>                    | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.  |
| <b>Indicative test</b>                        | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.   |
| <b>Information</b>                            | Has the meaning given under section 84 of the Freedom of Information Act 2000.   |
| <b>Information security management system</b> | The information security management system and process developed by the Supplier in accordance with clause 16.1.   |
| <b>Inside IR35</b>                            | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.  |
| <b>Insolvency event</b>                       | <p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> </ul>  |
| <b>Intellectual Property Rights or IPR</b>    | <p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>• copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</li> <li>• applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</li> <li>• all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul> |
| <b>Intermediary</b>                           | <p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>  |

|                           |  |
|---------------------------|--|
| <b>IPR claim</b>          | As set out in clause 11.5.   |
| <b>IR35</b>               | IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.  |
| <b>IR35 assessment</b>    | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.   |
| <b>Know-How</b>           | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.  |
| <b>Law</b>                | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| <b>LED</b>                | Law Enforcement Directive (EU) 2016/680.   |
| <b>Loss</b>               | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' <b>Losses</b> ' will be interpreted accordingly.  |
| <b>Lot</b>                | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.   |
| <b>Malicious Software</b> | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.                                   |
| <b>Management Charge</b>  | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.  |

|                                 |  |
|---------------------------------|--|
| <b>Management Information</b>   | The management information specified in Framework Agreement section 6 (What you report to CCS).  |
| <b>Material Breach</b>          | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| <b>Ministry of Justice Code</b> | The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.                              |
| <b>New Fair Deal</b>            | The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.                |
| <b>Order</b>                    | An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.  |
| <b>Order Form</b>               | The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.   |
| <b>Ordered G-Cloud Services</b> | G-Cloud Services which are the subject of an order by the Buyer.   |
| <b>Outside IR35</b>             | Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.                                  |
| <b>Party</b>                    | The Buyer or the Supplier and 'Parties' will be interpreted accordingly.   |
| <b>Personal Data</b>            | Takes the meaning given in the GDPR.   |
| <b>Personal Data Breach</b>     | Takes the meaning given in the GDPR.   |
| <b>Processing</b>               | Takes the meaning given in the GDPR.   |
| <b>Processor</b>                | Takes the meaning given in the GDPR.   |

|                                       |  |
|---------------------------------------|--|
| <b>Prohibited act</b>                 | <p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul> |
| <b>Project Specific IPRs</b>          | Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.  |
| <b>Property</b>                       | Assets and property including technical infrastructure, IPRs and equipment.  |
| <b>Protective Measures</b>            | Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.   |
| <b>PSN or Public Services Network</b> | The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.  |
| <b>Regulatory body or bodies</b>      | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.   |
| <b>Relevant person</b>                | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.   |
| <b>Relevant Transfer</b>              | A transfer of employment to which the employment regulations applies.  |

|                                 |   |
|---------------------------------|---|
| <b>Replacement Services</b>     | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.   |
| <b>Replacement supplier</b>     | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).  |
| <b>Security management plan</b> | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.   |
| <b>Services</b>                 | The services ordered by the Buyer as set out in the Order Form.   |
| <b>Service data</b>             | Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.  |
| <b>Service definition(s)</b>    | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.   |
| <b>Service description</b>      | The description of the Supplier service offering as published on the Digital Marketplace.   |
| <b>Service Personal Data</b>    | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.  |
| <b>Spend controls</b>           | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a> |
| <b>Start date</b>               | The Start date of this Call-Off Contract as set out in the Order Form.  |
| <b>Subcontract</b>              | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.   |

|                                |  |
|--------------------------------|--|
| <b>Subcontractor</b>           | Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. |
| <b>Subprocessor</b>            | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.   |
| <b>Supplier</b>                | The person, firm or company identified in the Order Form.  |
| <b>Supplier Representative</b> | The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.   |
| <b>Supplier staff</b>          | All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.                        |
| <b>Supplier terms</b>          | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.  |
| <b>Term</b>                    | The term of this Call-Off Contract as set out in the Order Form.   |
| <b>Variation</b>               | This has the meaning given to it in clause 32 (Variation process).   |
| <b>Working Days</b>            | Any day other than a Saturday, Sunday or public holiday in England and Wales.  |
| <b>Year</b>                    | A contract year.   |

## Schedule 7: GDPR Information

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

### Annex 1: Processing Personal Data

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

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

| Descriptions  | Details  |
|---|--|
| Identity of Controller for each Category of Personal Data | <p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><b>[Insert the scope of Personal Data for which the purposes and means of the Processing by the Supplier is determined by the Buyer]</b></li> </ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</p> <ul style="list-style-type: none"> <li><b>[Insert the scope of Personal Data which the purposes and means of the Processing by the Buyer is determined by the Supplier]</b></li> </ul> <p><b>The Parties are Joint Controllers</b></p> |

|                                       |  |
|---------------------------------------|--|
|                                       | <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p><b>[Insert the scope of Personal Data which the purposes and means of the Processing is determined by the both Parties together]</b></p> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• Business contact details of Supplier Personnel for which the Supplier is the Controller</li> <li>• Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller</li> <li>• <b>[Insert the scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</b></li> </ul> <p>[Guidance where multiple relationships have been identified above, please address the below rows in the table for in respect of each relationship identified]</p> |
| Duration of the Processing            | <p><b>[Clearly set out the duration of the Processing including dates]</b></p>   |
| Nature and purposes of the Processing | <p><b>[Please be as specific as possible, but make sure that you cover all intended purposes.]</b></p> <p>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or</p>  |

|  |   |
|--|---|
|  | alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment Processing, statutory obligation, recruitment assessment etc] |
| Type of Personal Data  | <b>[Enter type of Personal Data.</b> Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]   |
| Categories of Data Subject   | <b>[Enter categories.</b> Examples include: Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc]  |
| Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data | <b>[Describe how long the data will be retained for, how it be returned or destroyed]</b>   |

## Annex 2: Joint Controller Agreement

### 1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 4 of the Framework Agreement (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Schedule 4 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the **[delete as appropriate Supplier/Buyer]**:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
  - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
  - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
  - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **[Supplier's/Buyer's]** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a data subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### 2. Undertakings of both Parties

- 2.1 The Supplier and the Buyer each undertake that they shall:
- (a) report to the other Party every **[enter number]** months on:

- (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
  - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
  - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
  - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
  - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its personnel who have access to the Personal Data and ensure that its personnel:
- (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information

- (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
  - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

### 3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;

- (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
- (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach;
- and/or
- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the contract, and procedures, including premises

under the control of any third party appointed by the Supplier to assist in the provision of the Services.

- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

## 5. Impact Assessments

### 5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the contract, in accordance with the terms of Article 30 GDPR.

## 6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant central government body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant central government body.

## 7. Liabilities for Data Protection Breach

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

(a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;

(b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these

Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 to 8.79 of the Framework terms (Managing disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Not used

9. Termination

9.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (joint controller agreement), the Buyer shall be entitled to terminate the contract by issuing a termination notice to the Supplier in accordance with Clause 18.5 (Ending the contract).

10. Sub-Processing

10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:

- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
- (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

## 11. Data Retention

- 11.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.