



## G-Cloud 11 Call-Off Contract (version 4)

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## Part A - Order Form

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

<b>Digital Marketplace service ID number:</b>	669599498462967
<b>Call-Off Contract reference:</b>	To be advised
<b>Call-Off Contract title:</b>	The provision of alcohol monitoring technology and the associated services
<b>Call-Off Contract description:</b>	<p>Implementation of the Alcohol Abstinence Monitoring Requirement across England and Wales. Monitoring will take place with the use of SCRAM Continuous Alcohol Monitoring (CAM) bracelets (the "CAM Bracelets") and wireless or standard base stations ("Base Stations") (together the "CAM Set"). Clients ("Clients") that are required to wear the Bracelets (or "Tags") will be selected in accordance with the judicial process.</p> <p>The national rollout of the AAMR is projected to commence between August and December 2020.</p> <p>National rollout is expected to be completed within a 12-month period from commencement.</p>
<b>Start date:</b>	18 May 2020
<b>Expiry date:</b>	18 May 2022

<b>Call-Off Contract value:</b>	<p>A maximum potential value of £5m over the initial 2-year service period (This is based on</p> <ul style="list-style-type: none"> <li>- An initial capital £sum for technology and equipment to enable commencement of service of approximately [REDACTED]</li> <li>- Any decision to increase number of tags required to the perceived highest range of requirement before the start of service</li> <li>- plus ongoing £ for monitoring services for that final based on the number of days of service in use of each tag ( e.g. if all 750 tags were in use for 350 days each year, service charges of approximately [REDACTED] would be invoiced over the 2 year service period)</li> <li>- plus additional consumables, replacement tags etc.</li> </ul>
<b>Charging method:</b>	Standard Invoice
<b>Purchase order number:</b>	To be advised post signature

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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>Ministry of Justice Buyer's main address:  Ministry of Justice,  Position 8.20  102 Petty France,  London</p>
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<b>To: the Supplier</b>	<p>Alcohol Monitoring Systems Limited 0203 059 7797</p> <p>Supplier's address: 18<sup>th</sup> Floor, 40 Bank Street, Canary Wharf, London, E14 5NR, UK</p> <p>Company number: 07993509</p>
<b>Together: the 'Parties'</b>	

### Principle contact details

<b>For the Buyer:</b>	<p>Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]</p>
<b>For the Supplier:</b>	<p>Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]</p>

### Call-Off Contract Term

<b>Start date:</b>	<p>This Call-off Service Contract Starts on 01/10/2020 and is valid for 24 months</p>
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<p><b>Ending (termination):</b></p>	<p>The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least [30] days from the date of written notice for Ending without cause. In relation to termination for convenience, clause 18.1 of Part B (Terms and Conditions) is expressly varied as follows:</p> <p>18.1 The Buyer can End this Call-Off Contract at any time after the initial Call-Off Contract Term by giving 90 days' written notice to the Supplier. The Supplier's obligation to provide the Services will end on the date in the notice.</p>
<p><b>Extension period:</b></p>	<p>This Call-Off Contract Term may be extended by the Buyer for a maximum of two further 12 month periods, by giving the Supplier [3 months'] written notice before (i) expiry of the Call-Off Contract Term or (ii) expiry of the first extension period (whichever is relevant).</p>
	<p>For any extensions beyond the Call-Off Contract Term, the Supplier must:</p> <ul style="list-style-type: none"> <li>• comply with the additional exit plan requirements at clauses 21.3 to 21.8; and</li> <li>• obtain prior approval from the Government Digital Service (GDS) under the Spend Controls process (if the Buyer is a central government department).</li> </ul>

### 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.

<p><b>G-Cloud lot:</b></p>	<p>This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software</p>
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<p><b>G-Cloud services required:</b></p>	<p>The Services to be provided by the Supplier under the above Lot are listed in Schedule 1. – Statement of Work and outlined below:</p> <p><b>Equipment (CAM Sets):</b></p> <ul style="list-style-type: none"> <li>• Delivery of technology infrastructure including equipment hardware, installation kits, and online portal.</li> <li>• Equipment repairs and maintenance (not including day to day maintenance, which will be conducted by the allocated field service provider), including: <ul style="list-style-type: none"> <li>- the recalibration of CAM Bracelets once it has been in use on a subject for 365 days and recalibration of the existing CAM Bracelet previously used in the pilot scheme’s).</li> </ul> </li> <li>• Work in conjunction with the Buyer and field service provider to ensure <ul style="list-style-type: none"> <li>- delivery of initial launch quantities of CAM sets and associated equipment are delivered successfully</li> </ul> </li> <li>• Work in conjunction with the Buyer and field service to ensure required stock levels and associated kits and spares are maintained through fulfilling relevant orders that are received, processing equipment which requires maintenance and repair and in accordance with the requirements set out within Schedule 1, Section 8.2.5 – Stock and Logistics Requirements</li> </ul> <p><b>Monitoring Services:</b></p> <ul style="list-style-type: none"> <li>• Collection, storage and interpretation of monitoring data elicited from the monitoring equipment in accordance with agreed timeframes as set out in the Service Levels agreed in schedule 1</li> <li>• Provision of services relating to monitoring data and analysis from trained data analysts to the online portal for responsible officers, in accordance with timeframes set out in the Service Levels agreed in Schedule 1 for case management.</li> <li>• Provision of management information reports on a periodic basis</li> <li>• Monitoring Services shall be provided in compliance with Schedule 5 (GDPR).</li> </ul> <p><b>Monitoring Software:</b></p> <p>The Supplier’s proprietary, web-based software application (and online portal) that tracks and stores data in relation to a Client and generates reports and other features and functionality as may be offered by the Supplier from time to time (the “<b>Monitoring Software</b>”).</p> <p style="text-align: center;">-</p>
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Clients or other third parties not under the control of the Supplier; (ii) failure by the Buyer to comply with the operating and maintenance instructions set forth in the documentation for the specific CAM Set; (iii) any servicing or maintenance of the CAM Set by anyone not authorised to provide such services by the Supplier; (iv) failure of the Buyer to obtain any reasonable and necessary maintenance of the CAM Set as contemplated under the Call-Off Contract; (v) use of parts in the repair of the CAM Set that have not been approved in writing by the Supplier for use in the CAM Set; or (vi) use in connection with a third party product other than that as approved in writing by the Supplier.

In the event the Supplier fails to provide the Maintenance Services as set out above, the Buyer's sole remedy shall be, at the Supplier's option, the repair or replacement of the affected CAM Set by the Supplier.

The Supplier may, at any time: (i) change the design or specifications of any CAM Set without notice and without obligation to make the same or any similar change on any CAM Set previously purchased by the Buyer; and (ii) to retrofit or replace (during routine maintenance or otherwise) any CAM Set to incorporate any upgrades or updates then available. However, nothing herein shall obligate the Supplier to provide the Buyer with all new models of CAM Set at no additional cost, and the Supplier may charge a fee for CAM Set model upgrades in certain circumstances including, but not limited to, a new line of products or a change in underlying technology or technological advancements requiring significant changes to an existing CAM Set model. Regarding the foregoing, in any case where the Supplier charges a fee for a CAM Set model upgrade, it will provide no less than six (6) months' notice to the Buyer prior to discontinuing availability of the discontinued CAM Set model. In addition, the Supplier will continue to offer the Maintenance Services for the discontinued CAM Set models for no less than three (3) years after the date on which the Supplier notifies the Buyer of discontinuance of the CAM Set.

**Additional Services:**

**Support Services:**

- Training the staff to complete installations including provision of the necessary instruction materials
- Provision of materials to Clients explaining the requirement and their device.
- IT service desk support for alcohol monitoring infrastructure, applications, and telephony.
- To provide witnesses to assist in Court proceedings (specifically contested hearings) as and when required subject to: (i) the Buyer providing at least 2 weeks written notice of such requirement submitted via the online portal and confirming dates to avoid with the Supplier; (ii) the first point of call for assistance being provided by the witnesses via video link; or (iii) if video link assistance is not possible, the Supplier will provide one witness to attend the hearing in person.

**Training:**

The training services to be provided by the Supplier are listed in Schedule 1, Section 8.2.7- Training and Supporting Materials, Section 9.7 - Training and in Schedule 6 Training Plan and outlined below

The Supplier shall provide the Buyer with training and support services relating to the proper use and deployment of the CAM Sets and the proper and efficient use of the Monitoring Software ("**Training Services**")

- initially in line with the [REDACTED] training contained within the Supplier's proposal and outlined in schedule 6
- following this initial free training at the Supplier's then current rate as set out on G-Cloud 11 or as otherwise notified by the Supplier to the Buyer. The Training Services shall include the Supplier providing the Buyer with on-line access to the Supplier's current training materials.

**Reports:**

The reporting services and specific reports to be provided by the Supplier are listed in Schedule 1 within the following sections:

9.2 – Technical Specifications of Online Services (G Cloud) 12  
– Service Level Supporting Data

The reports to be provided to the Customer will be available either on an on-demand through the secure online portal, or will be provided through secure email channels to relevant personnel within seven days of each month

	<p>Delivery times for specific reports will be agreed on a case by case basis as specified within the Service Level Agreements in Schedule 1.</p>
<p><b>Location:</b></p>	<p>The CAM Sets will be delivered in line with Schedule 7.</p> <p>The Maintenance Services will be performed at Suppliers Manufacturing Department in Denver Colorado. However, arrangements will be made between the Field Service provider, the Supplier and the Buyer for collections, shipping and replacement of CAM Sets requiring maintenance.</p> <p>The Training Services will be provided at various locations within England and Wales to be confirmed in line with the process contained within Schedule 6 The Training Plan.</p> <p>Acceptance of any change to the delivery Location shall be at the Supplier's sole discretion. All CAM Set will be delivered FCA (INCOTERMS 2010). On delivery, the Buyer shall provide the Supplier with a delivery note and any other documentation as requested by the Supplier, noting any visible damage to the outermost packaging on the</p>

	<p>relevant documentation. Delivery or performance dates in relation to the supply of the CAM Set are approximate only and, unless otherwise expressly stated, time is not of the essence for delivery of the CAM Set.</p>
<p><b>Acceptance Criteria</b></p>	<p>Details of acceptance criteria, processes and acceptance forms are to be found in Schedule 7 Acceptance Criteria</p>
<p><b>Quality standards:</b></p>	<p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> <li>• The CAM Set can hold data for significant periods of time accommodating flexible download schedules. However, the Supplier advises daily uploads, and requires the Buyer to ensure data is uploaded no less frequently than once a week. All messages are date and time stamped. These messages are not stored in non-volatile memory and remain there, even if the battery dies.</li> <li>• The CAM Bracelets are water resistant and all participants are encouraged to shower as frequently and thoroughly as desired.</li> </ul> <p>The Parties acknowledge and agree that the PSN Code of Practice shall not apply to this Call-Off Contract and that no PSN Services shall be provided by the Supplier in connection with this Call-Off Contract. Therefore, the Parties agree that clauses 14.3 to 14.5 (inclusive) of Part B (Terms and Conditions) shall not apply to this Call-Off Contract.</p>

<p><b>Technical standards:</b></p>	<p>CAM Sets will be provided by the Supplier in accordance with the following sections of Schedule 1:</p> <ul style="list-style-type: none"> <li>- Section 8.2.1 - Subject Device Operational Requirements</li> <li>- Section 8.2.2 – Technical Specifications of Equipment and Supporting Materials</li> <li>- Section 9 – G Cloud Specification Requirements</li> </ul> <p>And outlined below</p> <p><b>Technical Specifications of Equipment and Documents</b></p> <p>The Supplier will provide monitoring equipment in accordance with the specifications set out in Schedule 1 in Section 9.1. Technical Specifications of Equipment and Documents</p> <p>For specified items, the Supplier must fulfil the following requirements</p> <p><b>Alert notification:</b></p> <p>The Contractor shall send a notification email at 09:00 AM GMT to individual agency mailboxes advising recipients to visit the online portal. The notifications will be sent to agencies that are live and will align to the agreed phased rollout approach. The requirement for these alert notifications will expire following the transition of the Supplier to an agreed secure email solution by 1<sup>st</sup> June 2021 and will be subsequently suppressed.</p> <p><b>Daily Action Plan:</b></p> <p>The daily notification emails will be required until the Contractor upgrades to a pre-approved secure email service, within timeframes agreed between AMS and the Authority. The pre-approved e-mail secure service will be in place by June 2021. A Daily Action Plan may then subsequently be sent to parties allocated by the Authority via email.</p> <p><b>Technical Specifications of Online Services</b></p> <p>The Supplier will provide online services in accordance with the specifications set out in Schedule 1 in the following sections:</p> <ul style="list-style-type: none"> <li>- Section 8.2.3 – Technical Specifications of Online Services</li> <li>- Section 8.2.6 – Data and Technology Requirements</li> <li>- Section 9.2 – Technical Specifications of Online Services (G Cloud Variances)</li> <li>- Schedule 8 Information Security and Assurance</li> </ul>
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The Buyer and the Supplier will ensure that technical/procedural controls are implemented to ensure that, where possible, personal identifiable information is not processed outside of the United Kingdom. In instances where personal identifiable information is entered on to the system by users, outside of the control of the Supplier, the Supplier will take measures to rectify the presence of personal identifiable information through immediate deletion when the information has been discovered, and report such events back to the Buyer within 24 hours.

The Buyer shall ensure that only pseudonymised data is to be processed outside the United Kingdom. The Supplier will use reasonable endeavours to amend unpseudonymised data by removing identifying fields such as Date of Birth, gender of subject and Court that is handling the case.

**Monitoring Software Security:**

The Supplier shall use commercially reasonable endeavours to prevent unauthorised access to restricted areas of the Monitoring Software and any databases or other sensitive material.

The Supplier may withdraw or suspend access to the Monitoring Software by any user if the Supplier finds or reasonably suspects that such user is using his/her access to facilitate illegal, abusive or unethical activities or any other use in breach of this Call-Off Contract of any instructions provided by the Supplier from time to time. Such activities include without limitation, pornography, obscenity, violations of law or privacy, hacking, computer viruses, or any harassing or harmful materials or uses. The Buyer shall hold the Supplier harmless from any claims resulting from such use.

**Stakeholder and Technical Support:**

The Supplier will provide stakeholder and technical support in accordance with the specifications set out in Schedule 1

- Section 8.2.4 – End to End Delivery and Stakeholder Support -
- Section 9.4 – Technical Support

The Supplier shall ensure that phone support is provided using a UK free phone telephone support services number

The Supplier shall comply with the Service Level Agreements, and provide the associated supporting documents to the specifications and timeframes as agreed in Schedule 1, within the following sections:

- Section 10 – Operational Service Level Agreements

- Section 11 – Service Management Service Level Agreements
- Section 12 – Service Level Supporting Data

<p><b>Onboarding:</b></p>	<p>The onboarding plan for this Call-Off Contract is in Schedule 1</p> <p><b>Delivery of CAM Set:</b> The initial order for CAM Set will be delivered to the Location in line with the delivery plan in Schedule 7.</p> <p>Subsequent orders with increments of less than 30 CAM Sets will be delivered to the Location within 10 working days of the execution of this Order Form.</p> <p><b>Training:</b></p> <p>The Supplier will attend and contribute to up to 84-hours of training and stakeholder engagement events across England and Wales, at no additional cost to the Buyer.</p> <p>These complimentary sessions must be utilized to the first 15 months of the Call-Off Contract.</p> <p>These must be utilized in a minimum of 3-hour blocks. Hence, this provides the MoJ with 28 three-hour training events.</p> <p>The Buyer will provide the Supplier with a minimum of 28 days-notice prior to a training or stakeholder engagement event at which the Supplier's attendance is required.</p> <p>The Supplier will conduct in-depth training covering the equipment and the online-portal to groups of up to 20 people. The Supplier will deliver the training to parties allocated by the Buyer.</p> <p>The supplier will deliver training through a combination of traditional classroom events and enrolling students in self-paced, online courses on the online portal. Some training events will also be facilitated virtual/remote sessions.</p> <p>The in-depth training sessions operate for between 6 and 12 hours each.</p> <p>The Supplier will assist with additional high-level stakeholder engagement and awareness events as directed by the Buyer. These events operate for up to 3 hours each.</p> <p>Video: The Supplier will work with the Buyer to produce subject facing videos for inductions.</p>
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<b>Offboarding:</b>	The offboarding plan for this Call-Off Contract is to be agreed by the Parties but shall include arrangements for monitoring data collected on the Supplier's monitoring software platform to be provided to the Buyer. The Supplier shall comply with its Data Protection obligations where it continues to hold monitoring data and not to distribute this Crown Data without written consent in advance from the Customer's authorised representative
<b>Limit on Parties' liability:</b>	Liability limits will be in accordance with Section 4.9 of the G-Cloud Framework Agreement.
<b>Performance standards</b>	<p>Details of Performance standards including</p> <ul style="list-style-type: none"> <li>• Detail of what level of failure in what element of service and/or to what frequency is deemed to be unacceptable ("Material Breach")</li> <li>• The calculation of financial credits to be applied in the case of non-performance are listed in Schedule 1 Services - Annex A</li> </ul>
<b>Insurance:</b>	<p>The Supplier shall have insurance policies for:</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 for the Supplier and the Supplier shall procure that any agent, Subcontractor or consultant involved in the supply of the Services has the same. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim and in aggregate or any higher limit 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 30 consecutive days.</p> <p>For the purpose of this Call-Off Contract, "Force Majeure Event" shall be amended in the Framework Agreement to include reference to epidemics and pandemics.</p>
<b>Audit:</b>	Clauses 7.4 to 7.13 of the Framework Agreement will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.

<p><b>Buyer's responsibilities:</b></p>	<p><b>Personnel Requirements:</b>  The Buyer shall maintain a sufficient number of adequately trained and competent personnel as necessary to carry out the Buyer's obligations under this Call-Off Contract.</p> <p><b>Standards of Performance:</b>  The Buyer shall comply with all specifications, policies and procedures as published by the Supplier or as otherwise furnished to the Buyer from time to time, including without limitation:</p> <ul style="list-style-type: none"> <li>• installation, removal, maintenance and physical control of the CAM Set and other management activities in relation to the Clients;</li> <li>• notifying Clients of any requirements and restrictions regarding the proper operation of and interfacing with the Monitoring Software; and</li> <li>• notifying Clients in writing of any restrictions or limitations on the use of the CAM Set of which it is made aware by the Supplier from time to time, including but not limited to, banned products, prohibitions on tampering, health risk warnings, and swimming, bathing and personal hygiene restrictions.</li> </ul> <p>Any breach of such specifications, policies and procedures shall be deemed a material breach of this Call-Off Contract and the Supplier shall be entitled to terminate this Call-Off Contract. The Buyer shall indemnify the Supplier in full and hold the Supplier harmless for and against all claims, costs expenses or liabilities whatsoever and howsoever arising, incurred or suffered by the Supplier including without limitation all legal expenses and other professional fees in relation to the Buyer's failure to comply with its obligations set out above.</p> <p><b>Supervision and Responsibility of Clients:</b></p> <p>The Buyer shall be solely responsible for: (a) the management and supervision of the CAM Set and all of its personnel using the CAM Set and Monitoring Software; (b) the management of the Clients, including responding to any violations by Clients that are reported by the Supplier or its third party providers to the Buyer; and (c) the selection and implementation of the Client enrolment process and monitoring and notification options available in the Monitoring Software. The Supplier is not responsible or liable for the Buyer's failure to properly fulfil the foregoing responsibilities.</p> <p>The Buyer shall indemnify and hold harmless the Supplier and its officers, directors, shareholders, employees and third party suppliers (collectively, the "Indemnified Parties") against any and all claims, actions, proceedings, losses, damages, costs and expenses, (including without limitation court costs and reasonable legal fees) ("Losses"), arising out of or in connection with the acts of any Client, including without limitation, any claims for personal, injury property damage or death, provided that: (i) the indemnifying party is given prompt written</p>
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	<p>notice of any such claim and request for indemnification and defence; (ii) the indemnifying party provides is given sole control of the defence or settlement of the claim; and (iii) the indemnified party provides reasonable cooperation to the indemnifying party in the defence and settlement of such claim, at the indemnifying party's expense.</p> <p><b>Access to Monitoring Software:</b>  The Buyer shall limit access to the Monitoring Software solely to those of its personnel that are authorised to enrol Clients, set notification options and otherwise access the information residing within the Monitoring Software. The Supplier will provide the Buyer with usernames, passwords and other information necessary for its personnel to access the Monitoring Software. Such usernames and passwords shall be considered Confidential Information of the Supplier. The Buyer shall be responsible for any and all communications or transactions made by anyone using the usernames and passwords allocated to the Buyer. The Buyer shall ensure that its personnel change their respective passwords regularly (and not less than once every six (6) months) and immediately if they believe that the same have been stolen or might otherwise be misused or compromised, or otherwise upon request by the Supplier. The Buyer shall provide written notice to the Supplier within twenty-four (24) hours if any previously authorised personnel's status changes such that access should no longer be allowed by such personnel, including but not limited to termination or resignation of such personnel.</p> <p><b>Equipment and Utilities:</b>  The Buyer shall, at its own cost provide and maintain all necessary internet access and telecommunications equipment, software and other items/materials necessary to access the Monitoring Software. The Buyer agrees to notify the Supplier in the event of any changes so such items, including any system configuration changes or any hardware or software upgrades, which may affect the Buyer's ability to access the Monitoring Software, alerts or data relating to a Client.</p> <p><b>Compliance with Laws:</b>  The Buyer shall comply with all applicable laws, regulations, regulatory policies, guidelines or industry codes and other requirements of any national or other governmental agencies which apply to the Buyer or the provision of the CAM Set and Services under this Call-Off Contract and the Buyer will obtain, maintain in full force and effect and comply with all necessary permissions, approvals, certificates, permits, licences, agreements, authorities or other (if any) required for the performance and receipt of the Services pursuant to this Call-Off Contract.</p>
<b>Buyer's equipment:</b>	Laptops, tablets and purchased CAM Bracelets and Base Stations

<b>Termination</b>	<p>After the initial 2-year, term either Party may terminate the Call-Off Contract for convenience upon the giving of ninety (90) days' prior written notice.</p> <p>Pursuant to clause 18.6, of Part B (Terms and Conditions), the Supplier may terminate the Call-Off Contract by written notice if the Buyer fails to cure any non-payment of money owed to the Supplier under this Call-Off Contract within five (5) days of such notice.</p>
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### Supplier's information

<b>Subcontractors or partners:</b>	<p>The Supplier is a wholly owned subsidiary of Alcohol Monitoring Systems, Inc. ("<b>AMS Inc</b>") and works directly with AMS Inc, subcontracting elements of Services (including without limitation data analysis and reporting) to AMS Inc.</p>
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### Call-Off Contract charges and payment

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

<b>Payment method:</b>	<p>The payment method for this Call-Off Contract is</p> <ul style="list-style-type: none"> <li>• Electronic payment of invoices for Equipment, Services and consumables, in line with the payment profile, issued at the time of shipment</li> <li>• Monthly electronic payment per the in-use of each tag at the rates agreed during the month in question issued through a cumulative invoice</li> </ul>
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<p><b>Payment profile:</b></p>	<p><b>CAM Set:</b> The price of any purchased CAM Set will be invoiced at the time of shipment. The Buyer shall pay each invoice within thirty (30) days of date of each valid invoice</p> <p>The payment profile for Services for this Call-Off Contract is monthly in arrears.</p> <p>The Supplier will issue electronic invoices for Services monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p> <p><b>Expenses:</b> The Buyer shall reimburse the Supplier for all travel, lodging and reasonable other expenses incurred by the Supplier personnel in connection with the provision of training Services, and personnel certification for, the Buyer's personnel. Such expenses will be invoiced in the same manner as above. For expenses which are substantial (over £1k) in total, prior discussion with Buyer is required.</p>
<p><b>Tax:</b></p>	<p>Clause 7.4 of Part B (Terms and Conditions) below is expressly varied as follows:</p> <p>7.4 In relation to sales tax:</p> <p>(a) All amounts referred to in this Call-Off Contract shall be interpreted as being amounts exclusive of any value added tax or similar sales tax.</p> <p>(b) The Buyer shall be solely responsible for all taxes related to CAM Set or Services purchased from the Supplier in connection with this Call-Off Contract including, by way of example and not limitation, sales, use, property, excise, value added, gross receipts, customs and import duties or fees, irrespective of whether the CAM Set are ordered. Any such tax payable in relation to any such amounts shall be paid in addition to those amounts.</p> <p>(c) If the Buyer is exempt from taxes or duties of any kind, the Buyer will provide appropriate exemption documentation for all such taxes applicable to the transactions contemplated by this Call-Off Contract.</p> <p>Clause 8.1 of Part B (Terms and Conditions) below is expressly varied as follows:</p> <p>If the Buyer is required under any applicable law to withhold or deduct any amount from the payments due to the Supplier, the Buyer shall increase the sum it pays to the Supplier by the amount necessary to leave the Supplier with an amount equal to the sum it would have received if no such withholdings or deductions had been made.</p>

<b>Invoice details and information:</b>	All invoices must include all information prescribed by HMRC for all VAT invoices, including the Purchase Order number as notified.
<b>Who and where to send invoices to:</b>	Invoices will be sent to HMPPS Email: [REDACTED]
	SSCL – National Offender Management Service PO Box 741 Newport Gwent NP10 8FZ
<b>Invoice frequency:</b>	The price of any purchased Products will be invoiced at the time of shipment. Subsequent Invoices for Daily monitoring Fees will be sent to the Buyer at the end of each month.
<b>Call-Off Contract value:</b>	A maximum potential value of £5m over the initial 2-year service period (This is based on <ul style="list-style-type: none"> <li>■ An initial capital £sum for technology and equipment to enable commencement of service of approximately ■</li> <li>- Any decision to increase number of tags required to the perceived highest range of requirement before the start of service</li> <li>- plus ongoing £ for monitoring services for that final based on the number of days of service in use of each tag ( e.g. if all 750 tags were in use for 350 days each year, service charges of approximately ■ would be invoiced over the 2 year service period) plus additional consumables, replacement tags etc.</li> </ul>
<b>Call-Off Contract charges:</b>	The breakdown of the Charges is set out in Schedule 2.

### Additional Buyer terms

<b>Performance of the Service and provision of Equipment:</b>	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:
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<b>Intellectual Property</b>	<p>Project Specific IPRs will be not be created or developed under or in connection with this Call-Off Contract. The Parties agree that clauses 11.4 to 11.6, and the third bullet of clause 21.8 of Part B (Terms and Conditions) shall not apply to this Call-Off Contract.</p> <p>Software will not be created for the Buyer under or in connection with this Call-Off Contract. The Parties agree that clause 15 of Part B (Terms and Conditions) shall not apply to this Call-Off Contract.</p> <p>Clause 11.10 of Part B (Terms and Conditions) below is expressly varied as follows:</p> <p>If the Supplier does not comply with clauses 11.5 to 11.8, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, repay the Buyer for any pre-paid Charges for the affected Services relating to the period End of this Call-Off Contract.</p>
<b>Alternative clauses:</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	<b>Title to CAM Set:</b> In relation to any CAM Set purchased by the Buyer, title to such CAM Set shall only pass to the Buyer upon shipping by the Supplier to the carrier appointed to deliver such CAM Set in accordance with the above invoicing processes.
<b>Personal Data and Data Subjects:</b>	Annex 1 of Schedule 5

## 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.

## 2. Background to the Contract

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.

(B) The Buyer provided an Order Form for Services to the Supplier.

<b>Signed:</b>	Supplier	Buyer
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<b>Name:</b>	[REDACTED]	[REDACTED]
<b>Title:</b>	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
<b>Signature:</b>	[REDACTED] [REDACTED]	[REDACTED] [REDACTED]
<b>Date:</b>	18 <sup>th</sup> May 2020	18 <sup>th</sup> May 2020

## Schedule 1 – AMS Statement of Work and Variance Specification



AMS STATEMENT OF WORK AND VARIANCE SPECIFICATION -



SLA Annex 200517

ANNEX SLA AGREEMENT TO STATEMENT OF WORK - \_\_\_\_\_ FINAL.docx

## Schedule 2 - Call-Off Contract charges

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

Alcohol Monitoring Devices	Volume Purchase Schedule	Purchase (Per Unit)	Daily Monitoring Fee	Cellular Connection Fee (when in use)	Wi-Fi Connection Fee (when in use)
██████████	██████████	██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████	██████████	██████████
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██████████	██████████	██████████

Following the initial purchase, subsequent CAM Bracelets and Base Stations (CAM Sets) can be acquired in 5 set/device increments:

Item	Quantity	Cost Per Item (at G-Cloud tiered pricing rate)	Total
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
██████████	██████████	██████████	██████████
<b>GRAND TOTAL</b>	-	-	██████████

\*All items above are illustrated excluding VAT, which will be applied on invoices.

Daily Monitoring		
██████████	██████████	██████████
██████████	██████████	██████████
██████████	██████████	██████████

\*This charge is incurred per day per unit when a unit is active. All items above are illustrated excluding VAT, which will be applied on invoices.

**Training and Specialist Equipment:**

Training fee for ■ hours (a minimum of ■ hours and maximum of ■ hours is usually required for more in-depth equipment training)	■
Stakeholder training/engagement events (Judges/Magistrates/Probation) would usually require a max of ■ hours	■
Specialist Equipment (Customer Field Kit)	■

*\*All items above are illustrated excluding VAT, which will be applied on invoices.*

**Consumables:**

AMS electronic monitoring devices require the use of certain consumable items for proper operation. Consumables are defined as Batteries, Faceplates and Tamper Clips. Consumables are provided at no additional charge up to the amount of the customer’s normal expected usage for a particular product, usually based on monitored days. Consumables in excess of normal expected usage are available for purchase using the SCRAM Order Form or via the online portal. In addition, AMS offers for sale certain accessories that assist customers in their normal operations. A complete listing of consumables for AMS electronic monitoring devices and accessories, including current purchase price, is located under that Help tab in SCRAMnet, attached below and/or can be provided by an AMS representative on request. In addition, a copy of the list of items is attached below.



SCRAM Order Form.docx

**Multi Factor Authentication Project**

The Supplier shall ensure by 18<sup>th</sup> September 2020 all intranet, internet site, or web hosted applications to be provided by the Supplier pursuant to this

Contract shall have multi factor authentication that conforms to the proposed specifications agreed to by the Parties. The Parties have agreed on the price of ■ for a multi factor authentication solution.

The initial multi factor authentication may also include a multi factor authentication upgrade plan that is accepted by the Buyer. Any upgrade agreed to by the Parties will be at additional cost to the Buyer. The Buyer will work with the Supplier to define upgrades to the Supplier’s current multi factor authentication proposal that are acceptable for this Contract and will agree additional costs and timescales for delivery of these upgrades.

The Parties will agree upgrades by the 15th June 2020 and should agreement not be reached by 15th June 2020, the Supplier shall deliver the Supplier’s current multi factor authentication solution and continue to work with the Buyer to provide an upgrade plan with timescales and costs for the delivery of agreed upgrades to multi factor authentication by 1<sup>st</sup> October 2020.

## Part B - Terms and conditions

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

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

### 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 and 4.9 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
  
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)

- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 3 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 5 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 and Schedule 7 Acceptance criteria.

### **4. Supplier staff**

4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

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

## **5. Due diligence**

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

## **6. Business continuity and disaster recovery**

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

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

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 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.
- 7.5 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.
- 7.6 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.7 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.8 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.
- 7.9 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.
- 7.10 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.11 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

## 9. Insurance

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

9.2 The Supplier will ensure that:

- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

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

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

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

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

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

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

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

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

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

## 10. Confidentiality

10.1 In connection with this Call-Off Contract a Party ("Discloser") may provide to the other Party ("Recipient") Confidential Information. Confidential Information specifically includes all

information accessed by the Buyer via the Monitoring Software. Confidential Information may be disclosed in written or other tangible form (including digital or other electronic media) or by oral, visual or other means. Each Party agrees not to disclose to the other Party any confidential or proprietary information of third parties unless authorised to do so. The parties each agree to treat this Call-Off Contract and any amendments, as Confidential Information of each Party.

10.2 Recipient shall: (i) treat the Discloser's Confidential Information as confidential; (ii) not disclose the Discloser's Confidential Information to any other person without the Discloser's prior written consent except to those employees who are directly involved in the provision of the Products or the Services and who need to know such Confidential Information in connection with the performance of this Call-Off Contract, (iii) not use such Confidential Information other than for the purposes of this Call-Off Contract; and (iv) use no less than a reasonable standard of care, in safeguarding such Confidential Information against unauthorised disclosure. Recipient agrees to have an appropriate non-disclosure agreement signed by each of its employees, agents and contractors who are exposed to Discloser's Confidential Information.

10.3 Confidential Information shall not include information that: (i) is or becomes part of the public domain without violation of this Call-Off Contract by Recipient, (ii) is already in Recipient's possession free of any restriction on use or disclosure, (iii) becomes available to Recipient from a third party provided that such Party was free from restriction on disclosure of the information or (iv) has been independently developed by Recipient without access to such information.

10.4 If Recipient is required by a court or government order or other regulator to disclose Confidential Information, Recipient may disclose such Confidential Information provided that: (i) the disclosure is limited to the extent and purpose Recipient is legally required; and (ii) to the extent permitted by law, prior to any disclosure, Recipient shall immediately notify Discloser in writing of the existence, terms and conditions of the required disclosure and, at Discloser's request and expense, cooperate in obtaining a protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

10.5 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 8.78 to 8.86. 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. The Buyer acknowledges and agrees that all right, title and interest in any software or firmware provided under this Call-Off Contract and all modifications and enhancements thereof, including all rights under copyright and patent and other IPRs, belong to and are retained solely by the Supplier or its third party suppliers (as applicable). This Call-Off Contract

provides the Buyer only the rights expressly granted in this Call-Off Contract. In the event that the Buyer suggests any new features or functionality for the CAM Sets, Monitoring Software, parts or Services that the Supplier or its third party suppliers subsequently incorporate into the relevant part of the CAM Set, Monitoring Software or Services, any such new features or functionality shall be the sole and exclusive property of the Supplier or its third party suppliers (as applicable) and shall be free from any confidentiality restrictions that might otherwise be imposed upon the Supplier pursuant to Clause 10 above.

11.2 The Buyer shall not do, or allow any third party to do, or attempt to do any of the following acts: (i) wilfully tamper with the security of the Monitoring Software or CAM Sets; (ii) access data on the Monitoring Software not intended for the Buyer; (iii) log into an unauthorised server or account on the Monitoring Software; (iv) probe, scan or test the vulnerability of the Monitoring Software or to breach the security or authentication measures without proper authorisation from the Supplier; (v) wilfully render any part of Monitoring Software unusable; (vi) reverse engineer, remanufacture, decompile, disassemble or otherwise attempt to discover the source code or underlying ideas or algorithms of the Monitoring Software; (vii) copy, modify, adapt, alter, translate, or create derivative works based on the Monitoring Software; (viii) rent, lease, distribute, license, sublicense, sell, resell, assign, transfer or otherwise commercially exploit the Monitoring Software or make the Monitoring Software available to a third party other than as expressly contemplated in this Call-Off Contract; (ix) use the Monitoring Software for timesharing or service bureau purposes or otherwise for the benefit of a third party or use the Monitoring Software in connection with the creation of a product, service or software that is, directly or indirectly, competitive with, or in any way a substitute for, any services, product or software offered by the Supplier; (x) publish or disclose to third parties any evaluation of the Monitoring Software without the Supplier's or its third party supplier's prior written consent; (xi) remove, modify, obscure any copyright, trademark, patent or other proprietary notice that appears on the Monitoring Software; (xii) except as expressly permitted in this Call-Off Contract, make it available over a network or other environment permitting access or use by multiple devices; or (xiii) create any link to the Monitoring Software or frame or mirror any content contained or accessible from the Monitoring Software. Except as expressly provided in this Call-Off Contract, no right or license is granted hereunder, by implication, estoppel or otherwise.

11.3 The Buyer acknowledges and agrees that the CAM Set contains firmware developed and owned by the Supplier or its third party suppliers. The Supplier hereby grants (or shall procure the grant of) a limited, non-exclusive, non-transferable, royalty-free licence, for the Call-Off Contract Term, for the Buyer to use the firmware in the CAM Set. The Buyer's use of any parts shall be subject to any third

party licence agreements notified to the Buyer from time to time. The Supplier and its third party suppliers (as applicable) shall retain all rights to and interest in the firmware contained in the CAM Set. Any applicable licence shall be deemed to be in effect upon delivery of the relevant CAM Set to the Location.

11.4 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.

- 11.5 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.
- 11.6 The Supplier must promptly inform the Buyer if it cannot 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 cannot obtain the grant of a licence acceptable to the Buyer.
- 11.7 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
  - Supplier's performance of the Services
  - use by the Buyer of the Services each an "IPR Claim".
- 11.8 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- modify the relevant part of the Services without reducing its functionality or performance
  - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.9 Clause 11.7 will not apply if the IPR Claim is in connection with:
- the use of any data supplied by the Buyer; or
  - other material provided by the Buyer
- 11.10 If the Supplier does not comply with clauses 11.5 to 11.8, 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.
- 11.11 Except as expressly set out in this Call-Off Contract and to the fullest extent permitted by applicable law, the Supplier disclaims all other warranties, whether express or implied, including any implied warranties of quality, condition, description, merchantability, noninfringement or fitness for a particular purpose. The Supplier shall have no liability whatsoever in connection with any CAM Set being located in an area covered by appropriate wireless coverage (if applicable), or if any CAM Set fails to establish a connection with the Monitoring Software or the Monitoring Services are disabled due to network-related or similar connectivity issues. Without limiting the express warranties set out in this Call-Off Contract, the Supplier does not warrant that the Services will meet the

Buyer's requirements or that access to and use of the Monitoring Services will be uninterrupted or free of errors. Subject to Clause 9 (Data Protection), the Supplier cannot and does not guarantee the privacy, security, authenticity and non-corruption of any information transmitted through, or stored in any system connected to, the internet. Neither the Supplier nor its third-party suppliers shall be responsible for any delays, errors, failures to perform, or disruptions in the Monitoring Services caused by or resulting from any act, omission or condition beyond the Supplier's or its third party supplier's reasonable control.

11.12 The Supplier is the exclusive owner or licensee of various trademarks, service marks and other words, slogans, logos and design marks that the Supplier uses in connection with the marketing and sale of the CAM Set and Services (hereafter together, "Supplier Marks"). The Buyer shall not contest the exclusive rights of the Supplier or its licensors to any Supplier Marks at any time. Subject to the Supplier's prior written approval, the Buyer may use, on a non-exclusive basis, the Supplier Marks in connection with the conduct of its business solely in connection with this Call-Off Contract; provided; however, the Buyer shall not use any such Supplier Marks in its corporate name or the name of any other legal entity under which the Buyer may conduct business. The Buyer shall not register or attempt to register any Supplier Marks in any place or jurisdiction nor shall the Buyer use any Supplier Marks in reserving website addresses or URLs. In addition, the Buyer shall not (i) use any Supplier Marks on any product or service offered for sale which was not purchased directly or indirectly (through an authorised supplier) from the Supplier; (ii) alter the Supplier Marks on any CAM Set; (iii) change or substitute any of its equipment in any way which infringes or lessens the validity, reputation or quality of the Supplier Marks; (iv) use any Supplier Marks except in strict conformance to the colour, size, form and style approved by the Supplier; or (v) do anything else which will in any way weaken or lessen the reputation or validity of the Supplier Marks. The Buyer shall immediately discontinue the display or use of any Supplier Marks, including but not limited to the use of any Supplier Marks on its website, upon expiry or

termination of this Call-Off Contract t for any reason. During the Call-Off Contract Term, the Buyer shall immediately comply with any instructions of the Supplier in relation to such Supplier Marks.

## **12. Protection of information**

12.1 The Supplier must:

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

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

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

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

### 13. Buyer data

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 policy and all Buyer requirements in the Order Form.

13.5 The Supplier will use reasonable endeavours to implement measures aimed to 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:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/collection/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

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

- 13.7 The Buyer will specify any security requirements for this project in the Order Form and Schedule 8 Information Security and Assurance.
- 13.8 In the case of paragraph 4.5 of Schedule 8, the Buyer does confirm permission that pseudonymized information and monitoring data may leave the UK in performance of the Services and subject to the agreed standards and procedures in Schedule 1 Services
- 13.9 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 and to the extent such corruption, loss, breach or degradation of the Buyer Data was caused by a breach by the Supplier of its obligations set out in this Call-Off Contract) comply with any remedial action reasonably proposed by the Buyer.
- 13.10 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.
- 13.11 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

## **14. Standards and quality**

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

## **15. Open source**

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

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

## 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply

during the Call-Off Contract Term. 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 industryaccepted antivirus software seller to minimise the impact of Malicious Software.

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

16.4 Responsibility for costs will be at the:

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

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

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

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

## 17. Guarantee

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

- an executed Guarantee in the form at Schedule 3

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:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
- Subject to clause 18.3, Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

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

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

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

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

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- an Insolvency Event of the other Party happens
- the other Party ceases or threatens to cease to carry on the whole or any material part of its business

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

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

## **19. Consequences of suspension, ending and expiry**

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

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

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

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

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.87 to 8.88 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

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

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

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

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

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

- work with the Buyer on any ongoing work; and
- 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 On expiry or termination of the Call-Off Contract Term, the Buyer must:

- provide the Supplier with all outstanding payments due and, within ten (10) days of the termination, return to the Supplier all Equipment and CAM Set not owned by the Buyer at such date or, if so directed by the Supplier, to the Supplier's third party supplier; and
- promptly and in any event within thirty (30) days after the effective date of termination or expiration, remove all reference to the Supplier from the Buyer's materials including without limitation business cards, business forms, web site, advertising, literature, and place of business and shall discontinue any use of any name, trademark, trade name, service mark, slogans or logo suggesting that Buyer has or had any relationship with the Supplier without the Supplier's prior written and specific consent.

19.7 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.

19.8 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'.

<b>Manner of delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of service</b>
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

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

## 21. Exit plan

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

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

- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data
- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

## **22. Handover to replacement supplier**

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

- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
- other information reasonably requested by the Buyer

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

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

## **23. Force majeure**

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

## **24. Liability**

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

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

- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

## **25. Premises**

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

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

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

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

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

- comply with any security requirements at the premises and not do anything to weaken the security of the premises comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

## **26. Equipment**

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

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

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

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

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

## **28. Environmental requirements**

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

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

## **29. The Employment Regulations (TUPE)**

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

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

- the activities they perform

- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the

amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
  - any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Call-Off Contract Term 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:
- work proactively and in good faith with each of the Buyer's contractors
  - co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-

### **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 CallOff 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 8.57 and 8.58 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 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 5.

## Schedule 4 - 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 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>Call-Off Contract Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<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>	Means the agreement in the form set out in the hyperlink in Schedule 3.
<b>Confidential Information</b>	includes without limitation: software, user and training manuals, data, Client information, designs, drawings, tracings, plans, layouts, specifications, samples, equipment and other information provided by or on behalf of Discloser to Recipient, that should reasonably have been understood by Recipient, because of (i) any markings, or (ii) the circumstance of disclosure or the nature of the information itself, to be proprietary and confidential to Discloser or to a third party; and data, personal data and any information, which may include (but isn't limited to) any: <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</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> <li>(ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;</li> <li>(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.</li> </ul>
<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 outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.

<p><b>Force Majeure</b></p>	<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>
<p><b>Former Supplier</b></p>	<p>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).</p>
<p><b>Framework Agreement</b></p>	<p>The clauses of framework agreement RM1557.11 together with the Framework Schedules.</p>
<p><b>Fraud</b></p>	<p>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.</p>
<p><b>Freedom of Information Act or FoIA</b></p>	<p>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.</p>
<p><b>G-Cloud Services</b></p>	<p>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.</p>
<p><b>GDPR</b></p>	<p>The General Data Protection Regulation (Regulation (EU) 2016/679).</p>

<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 <a href="https://www.gov.uk/government/publications/governmentprocurement-card--2">https://www.gov.uk/government/publications/governmentprocurement-card--2</a> .
<b>Guarantee</b>	The guarantee described in Schedule 3.
<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.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand • a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	Intellectual Property Rights are: <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, KnowHow, 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 11.7.
<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 GCloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
<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, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
<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.
<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>	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> <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: pseudonymising 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>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-youneed-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-youneed-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>Sub processor</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>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 5 - 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: to be advised

1.2 The contact details of the Supplier's Data Protection Officer are:



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

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

Description	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 3 (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>• personal details such as contact details, gender, age</li> <li>• criminal proceedings and outcomes</li> <li>• location information</li> <li>• Alcohol exposure/consumption information</li> </ul>
Duration of the Processing	<i>The duration of this Call-Off Contract</i>
Nature and purposes of the Processing	<ul style="list-style-type: none"> <li>• set up, provide and monitor the Services, including the Monitoring Services</li> <li>• providing technical support</li> <li>• providing customer support</li> <li>• storage backup, transfer, retrieval, combination with other data</li> </ul>

<p>Categories of Data Subject</p>	<p>The data subjects will be:</p> <ul style="list-style-type: none"> <li>• Clients to whom a court has given an order to wear the Equipment for monitoring purposes</li> <li>• Clients who agree voluntarily to wear the Equipment for monitoring purposes</li> <li>• volunteers who have agreed to use the Equipment for trial purposes]</li> </ul>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>The handling (including rules for the return and destruction of Data) will be in line with Schedule 8</p>

## SCHEDULE 6 – Training Plan

### Outline Training requirements for AMS Contract:

The following is the indicative training plan to be delivered by AMS in support of the introduction of alcohol monitoring services in England and Wales.

#### 1. Training characteristics

It is intended that the following will be delivered on a face to face basis through a series of planned training events held at locations within England and Wales to be confirmed in due course. In the event that delivery is not able to be provided on a face to face basis (e.g. as a result of a further lockdown or people isolation requirements), training will then be delivered in line with point 3 below.

The training will be provided to 3 main audiences

- The staff of the MOJ's external field services providers who will be responsible for the induction (setup and fitting), day-to-day maintenance and deinstallation (removal and the cessation of monitoring) of the equipment.
- AAMR co-ordinators –To work in conjunction with the MoJ to provide relevant training to enable the Co-ordinators to manage AAMR Alerts and provide guidance and training to Offender Managers.
- Probation Offender Managers (both MOJ and Community Rehabilitation Company staff)

#### 2. Scope of training:

The Supplier will provide [REDACTED] training and stakeholder engagement events across England and Wales, [REDACTED]. These events:

It is the intention for Probation training to be delivered on a regional basis.

Exact locations, numbers of events schedules and sign-off of training materials for pre-service training will be agreed

- by 6<sup>th</sup> July for Wales, and
- following feedback on the success of the Wales training, September 15<sup>th</sup> for National roll out.

For the field delivery service provider, the Supplier will provide training events as required, which can be drawn from the [REDACTED]. These must be utilised in the initial period leading up to the commencement of the National service and the first 15 months from launch of the National Programme.

Field delivery service training will also be divided up on a regional basis. Exact locations and schedules will be agreed by the MOJ, the Supplier and the MOJ's field services Provider by June 15<sup>th</sup> for Wales and September 15<sup>th</sup> for National roll out.

The Supplier will conduct in-depth training covering:

- The equipment
- Process of installing & uninstalling the equipment
- Day-to-day maintenance
- Cleaning and sanitisation procedures
- How to use SCRAMNET
- How to read and interpret the reports
- Contact details for the 24-hour helpline support
- Any additional service subject /topics suitable or required for the role of the audience to be trained

Stakeholder Group	Number to be trained
EMS	60-100 ppl
AAMR Co-Ordinator's	120-150 ppl

The above ranges are indicative and are subject to change. Final figures will be agreed by June 15th 2020. Future training requirements, post the introduction of the national service rollout, will be agreed post roll-out

### 3. Delivery of training:

To deliver the training, the Supplier will use a combination of traditional classroom-based training, small explanatory videos and enrolling end users in online courses on AMS University.

In the event that face to face training cannot be delivered, the Supplier will deliver the training through a combination of engaging webinars, small explanatory videos and AMS University.

The supplier will work with the buyer following the Stage 1 roll out across Wales and be open to adjusting training materials and the approach based on lessons learnt and feedback from the end users.

#### Stage 1: Wales

	Jul 2020	Aug 2020	Sept 2020	Oct 2020	Nov 2020	Dec 2020	Jan – May 2021
Training Materials Complete							
Training Delivered							
Post Go Live support							

Refresher Training (If required)								
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**Stage 2: National**

	Oct 2020	Nov 2020	Dec 2020	Jan 2021	Feb 2021	Mar 2021	Apr 2021	May 2021
Training Materials Complete								
Training Delivered								
Post Go Live support								
Refresher Training (If required)								

Outside of training materials, the Supplier is to work with the Buyer to provide any other support that the Buyer may reasonably require around key messaging related to Alcohol Tags.

**4. Training Contacts**

	Alcohol Monitoring Systems	Ministry of Justice	Capita EMS
Name			To be advised
Position			
Tel No			
E-mail			

## SCHEDULE 7 – Buyer Acceptance Criteria



Acceptance  
schedulev1.1.docx



PD Template.docx

### Delivery Timetable of Initial Order

The Initial order will be delivered as follows:

[REDACTED]

The Gantt Chart above represents the delivery schedule for the initial Order of:

[REDACTED]

[REDACTED]

[REDACTED]

The Supplier will deliver all items to:

Contact Name: [REDACTED]

EMS Ltd (Capita)

Nexus House Randles Road

Knowsley Industrial Estate

Liverpool

Merseyside

L34 9HX

The Supplier remains open to working with the Buyer as to the final delivery address and the quantities in which items the order may be delivered. However, Buyer must confirm with the Supplier any changes to the schedule above by 12<sup>th</sup> June 2020.



## SCHEDULE 8 – Information Security and Assurance



Security Clause  
v2.1CG.docx



NO-SOP-0008  
Business Continuity



NO-SOP-0009  
Business Continuity



QT-SOP-0007  
Record Control and

# AMS - MoJ Call-Off Contract v.11.1 18.05.20

Final Audit Report

2020-05-18

Created:	2020-05-18
By:	[REDACTED]
Status:	Signed
Transaction ID:	[REDACTED]

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