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## Digital Outcomes and Specialist Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists Framework Agreement (RM1043iii) includes

### Part A - Order Form

### Part B - The Schedules

Schedule 1 - Requirements

Schedule 2 - Supplier's response

Schedule 3 - Statement of Work (SOW), including pricing arrangements

Schedule 4 - Contract Change Notice (CCN)

Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services will be bought (Further Competition process)

Schedule 8 - Deed of guarantee

### Part C - Terms and conditions as at [www.gov.uk](http://www.gov.uk)

1. Contract start date, length and methodology
2. Supplier Staff
3. Swap-out
4. Staff vetting procedures
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
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14. Data Protection and Disclosure
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16. Document and source code management repository
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18. Freedom of Information (FOI) requests
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20. Security
21. Incorporation of terms
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- [23. Termination](#)
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The Order Form (Part A), the Schedules (Part B) and the Terms and Conditions (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

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- Buyer and Supplier details
  - contract term
  - Deliverables
  - location
  - warranties
  - staffing needs
  - staff vetting procedure
  - notice period for termination
  - standards required (including security requirements)
  - charges, invoicing method, payment methods and payment terms
  - additional Buyer terms and conditions
  - insurances
  - business continuity and disaster recovery
  - security
  - governance
  - methodology
  - Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part B) is set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

**Part A - Order Form**

<b>Buyer</b>	Cabinet Office						
<b>Supplier</b>	Methods						
<b>Call-Off Contract/Project Ref.</b>	WP1161						
<b>Call-Off Contract title</b>	Methods Professional Services Limited						
<b>Call-Off Contract description</b>	Provision of WebOps Service to deliver GAAP Programme						
<b><u>Call-Off Contract period</u></b>	6 months with a 3 month review point						
<b>Start date</b>	4th January 2017						
<b>End date</b>	3th July 2017						
<b>Call-Off Contract extension option</b>	6 months						
<b><u>Call-Off Contract value</u></b>	Initial value of £146,380 [REDACTED]						
<b>Charging method</b>	<table><tr><td>Capped time and materials (CTM)</td><td></td></tr><tr><td>Price per story</td><td></td></tr><tr><td>Time and materials (T&amp;M)</td><td>X</td></tr></table>	Capped time and materials (CTM)		Price per story		Time and materials (T&M)	X
Capped time and materials (CTM)							
Price per story							
Time and materials (T&M)	X						

	Fixed price	
	Other pricing method or a combination of pricing methods agreed by the parties	
<b>Notice period for termination for convenience</b>	20% of the working days of each Statement of Work, according to clause 23 of this Call off Agreement	
<b>Purchase order No.</b>	TBC	
<b>Initial SOW package</b>	[DOS-WP1161-1]	

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043iii).

**Project reference:** DOS-WP1161

**Buyer reference:**

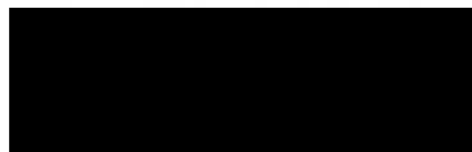
**Order date:** 12<sup>th</sup> December.

**Purchase order:** To follow

**From: the Buyer**  
Cabinet Office.



**To: the Supplier**  
Methods Professional Services



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**Together: the “Parties”**

**Principle contact details**

For the Buyer: Name:  
Title:  
Email:  
Phone:

For the supplier: Name:  
Title:  
Email:  
Phone:

[Redacted contact details]

**Call Off Contract term**

**Commencement date:** 4<sup>th</sup> January and is valid for 6 months.

**Buyer contractual requirements**

**Digital outcomes and specialists services required:** For the provision of Web Ops Services

**Warranty Period:** 90 days from the date of Buyer acceptance of release.

**Location:** [Redacted]

**Staff vetting procedures:** The level of clearance for this requirement is:  
SC Security clearance required.

**Standards:** ISO 9001: 2008 (Quality)

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ISO 27001: 2013 (Information Security)

**Limit on supplier's liability:** As per Call off Contract terms

**Insurance:** As per Call off Contract terms

**Supplier's information**

**Commercially sensitive information:** No additional requirements

**Subcontractors / Partners:** No additional requirements

**Call-Off Contract Charges and payment**

**The method of payment for the Call-Off Contract Charges (GPC or BACS)**

**Invoice details** n/a

**Who and where to send invoices to:**

**Invoice information required – eg PO, project ref, etc.** Invoices should include both WP1161 and the PO number

**Invoice frequency** Monthly in arrears

**Call-Off Contract value:** Initial value of £146,380

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**Call-Off Contract Charges:**



### **Additional Buyer terms**

**Warranties, representations and acceptance criteria** N/A

**Supplemental requirements in addition to the call-off terms** N/A

**Buyer specific amendments to/refinements of the Call-Off Contract terms** N/A

**Specific terms:** N/A

<b>Clause</b>	<b>Minimum number of days held within the Call-Off Contract</b>
6 Warranties, representations and acceptance criteria	Remains Ninety (90) Days from date of Buyer acceptance of release
22 Managing Disputes	Remains various shown within the Call-Off Contract terms
23 Termination	Remains Fifteen (15) consecutive Calendar Days
28 Help at retendering and handover to replacement supplier	Remains Ten (10) Working days



30 Contract Changes	Remains Five (5) Working Days
31 Force Majeure	Remains Fifteen (15) consecutive Calendar Days
33 Liability	Remains various shown within the Call-Off Contract terms

## 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 In accordance with the Further Competition procedure set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
- 1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment within the Call-Off Contract. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

### 2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043iii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier on the date stated in the Call-Off Contract.

(C) The parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

**SIGNED:**

	<b>Supplier: METHODS PROFESSIONAL SERVICES</b>	<b>Buyer: CABINET OFFICE</b>
Name:		
Title:		
Signature :		
Date:		

**Part B - The Schedules**

## Schedule 1 - Requirements

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/1060>

## Schedule 2 - Supplier's response



WP1161 (Methods  
Professional Services)

## Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch      3.1      SOW      Details

<b>Date of SOW:</b>	<i>04/01/2017</i>
<b>SOW Reference:</b>	<i>DOS-WP1161-1</i>
<b>Buyer:</b>	<i>Cabinet Office</i>
<b>Supplier:</b>	<i>Methods Professional Services</i>
<b>Release Type(s):</b>	<i>Delivery</i>
<b>Phase(s) of Development:</b>	<i>Live</i>
<b>Release Completion Date:</b>	<i>31/3/2017</i>
<b>Duration of SOW</b>	<i>62 Days</i>

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<b>Charging Method(s) for this Release:</b>	<i>Time and Materials</i>
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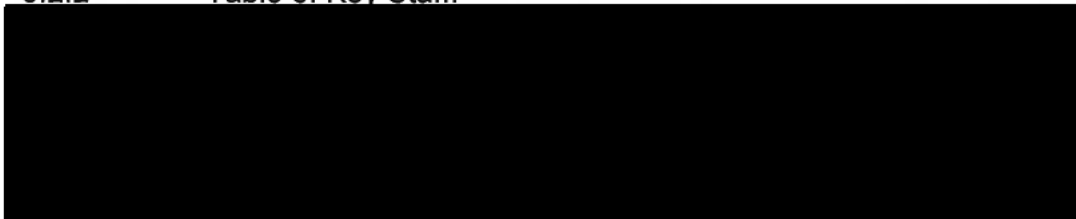
3.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

### **Sch 3.2 Key Staff**

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

A large black rectangular box redacting the content of the table referenced in 3.2.2.

### **Sch 3.3 Deliverables**

- 3.3.1 The addition of Redis Backing Service
- 3.3.2 Self Service SSL Cert Management
- 3.3.3 The addition of MongoDB as a Backing Service
- 3.3.4 Self Service User Management
- 3.3.5 Improved Backing Service Monitoring
- 3.3.6 Operation and support of the platform including out of hours support
- 3.3.7 Providing skills transfer to public servants on the team.
- 3.3.8 Further items may be added following agreement between the Buyer

and Supplier

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#### **Sch 3.4 Call-Off Contract Charges**

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW (not applicable to Lot 3). The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract Charge

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- Remainder of value under overall Call-Off Contract Charge  
Where: Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract Charge - sum of total value of all SOWs invoiced
  - Whether there is any risk of exceeding Overall Call-Off Contract Charge (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

### **Sch 3.5. Agreement of statement of works**

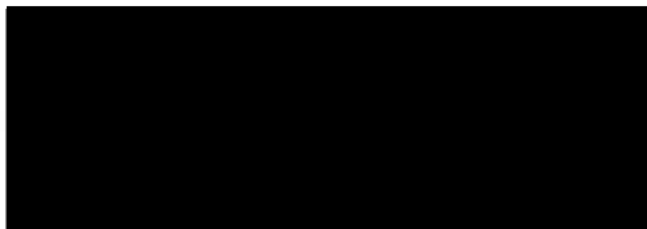
BY SIGNING this SOW, the parties agree to be bound by the terms and conditions set out herein:

**For and on behalf of the supplier:**

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Name and title

Signature and date



**For and on behalf of the departmental Buyer:**

Name and title

Signature and date



Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

#### **Schedule 4 - Contract Change Notice (CCN)**

**~~Order Form reference for the Call-Off Contract being varied:~~**

**~~BETWEEN:~~**

**~~Buyer Full Name ("the Buyer")~~**

**~~and~~**

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**Supplier Full Name ("the Supplier")**

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

***Guidance Note: Insert full details of the change including:***

***Reason for the change;***

***Full Details of the proposed change;***

***Likely impact, if any, of the change on other aspects of the Call-Off Contract;***

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.

3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

**Signed by an authorised signatory for and on behalf of the Buyer**

**Signature:**

X \_\_\_\_\_

**Date:**

\_\_\_\_\_  
**Click here to enter a date.**

**Name:**

\_\_\_\_\_  
**Click here to enter text.**

**Address:**

\_\_\_\_\_  
**Click here to enter text.**

**Signed by an authorised signatory to sign for and on behalf of the Supplier**

**Signature:**

X \_\_\_\_\_  
\_\_\_\_\_



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**Date:** [Click here to enter a date.](#)

**Name:** [Click here to enter text.](#)

**Address:** [Click here to enter text.](#)

### **Schedule 5 - Balanced Scorecard**

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

# Balanced Scorecard

#### KPI – Performance to Pay Process

In accordance with an agreed performance to pay process, suppliers submit the following 'Inputs':

- \*Accurate and complete timesheets in a timely manner;
- \*Accurate and complete Acceptance Certificates in a timely manner;
- \*Accurate and complete Supplier Reports in a timely manner;
- \*Accurate and complete invoices in a timely manner

##### Measurement

All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	*Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed performance to pay process dates.	*Inputs are later than 5 working days in the prescribed performance to pay process.
	*Inputs are incomplete or inaccurate.	*Inputs contain significant errors.

Source: Supplier Reports/ Invoices

Owner: To be agreed

Supplier  
Name

#### KPI – Partnering Behaviour and Added Value

\*Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.

##### Measurement

*No behavioural problems identified.	*Some minor behavioural problems.	*Significant behavioural problems
*Buyer workshops attended and positive contributions made.	*Supplier only attends some workshops or provides minor contributions.	*Supplier contributions are rare or insignificant and shows little interest in working with other suppliers
*Added Value recognised by the programme above provision of compensated skilled resource/ facilities	*Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant.	*No added value contributions recognised by Programme.

Source: Collective feedback on suppliers from both Buyer and other supplier staff.

Owner: To be agreed

#### KPI – People (Resourcing)

Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills / state of facilities by identifying issues early and in a timely fashion addressing any deficits.

##### Measurement

*Targets met for all resources / facilities	*Targets met for most (50%+) resources / facilities through no fault of the Buyer;	*Target missed for most resources / facilities requested through no fault of the Buyer;
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Source: Project Managers and Wider Buyer team's verification.

Owner: To be agreed

#### KPI – People in Place (Delivery)

All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.

##### Measurement

*No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required.	*Minor issues noted with quality of work/ standard of facilities.	*Resource is swapped out from project due to deficiency in skill-set/ change of facility is required
*No problems identified with quality of work/ state of facility	*Few contributions made within team.	*Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another)
*Supplier is making positive team contributions.		*Significant issue with quality of work/ facility noted in a month.
*Supplier skills / facilities meet the standards expected.		

Source: Project Manager and Wider Buyer team

Owner: To be agreed

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

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1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
  2. On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
  3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator
  4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: [cloud\\_digital@crownccommercial.gov.uk](mailto:cloud_digital@crownccommercial.gov.uk).

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## **Part C – Terms and conditions**

### **1. Call-Off Contract start date, length and methodology**

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 The term of this Call-Off Contract will end on the Call-Off Contract period end date listed in the Order Form, or the latest completion date for a Deliverable specified in the final SOW (unless terminated earlier), whichever is the soonest.

1.4 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

### **2. Supplier Staff**

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer

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2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate this Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request, provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

### **3. Swap-out**

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer (such approval process to be agreed between the Parties).

### **4. Staff vetting procedures**

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during this Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures as requested by the Buyer.

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## **5. Due diligence**

5.1 Both parties acknowledge that information will be needed to provide the Services throughout the term of this Call Off Contract and not just at Further Competition. Both parties agree to share such information freely.

5.2 Further to 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

## **6. Warranties, representations and acceptance criteria**

6.1 The Supplier will use the best applicable and available techniques and standards and will perform this Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services will have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform this Call-Off Contract.

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

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

## **8. Payment terms and VAT**

8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted in accordance with this Call-Off Contract.

8.2 The Supplier will ensure that each invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under this Call-Off Contract are inclusive of VAT.

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

9.1 If a Supplier owes money to the Buyer or any Crown body, the Buyer may deduct that sum from the total due.

## **10. Insurance**

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

### **10.1 Subcontractors**

10.1.1 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 claimant's costs and

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expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

## 10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

## 10.3 Additional or extended insurance

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

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other evidence of payment of the latest premiums due.

## 10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with 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 of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.



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10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

## 10.5 Indemnity to principals

10.5.1 Where specifically outlined in this Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

## 10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

## 10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and
- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

## 11. Confidentiality

11.1 Except where disclosure is clearly permitted by this Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- 
- must be disclosed to comply with legal obligations placed on the Party making the disclosure
  - belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
  - was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
  - is, or becomes, public knowledge, other than by breach of this clause or Call-Off Contract
  - is independently developed without access to the other Party's Confidential Information
  - is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under this Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during this Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

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11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

## **12. Conflict of Interest**

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under this Call-Off Contract, unless otherwise agreed with the Buyer ) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

## **13. Intellectual Property Rights**

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13.1 Unless otherwise specified in this Call-Off Contract:

- the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.
- the Crown may publish any Deliverable that is software as open source.
- the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication;
  - and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
  - the Buyer Background IPRs;
  - the Project-Specific IPRs;
  - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, right to IPRs that is inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party on the request of the other Party (whenever the request is made).

13.3 Except where necessary for the performance of this Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under this Call-Off Contract, without approval from the Buyer.

13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under this Call-Off Contract and to enable the Buyer:

- to receive the Services;
- to make use of the Services provided by the replacement Supplier; and