

# **RM6098 Tech Products and Associated Services 2**

## **DHSC: ARP: Tech Refresh DC Server Licences**

### **Order Form**

|                      |  |
|----------------------|--|
| CALL-OFF REFERENCE:  | C375712  |
| THE BUYER:           | Department of Health & Social Care/<br>Ambulance Radio Programme                       |
| BUYER ADDRESS:       | Department of Health and Social Care (ARP)<br>39 Victoria Street<br>London<br>SW1H 0EU |
| THE SUPPLIER:        | Insight Direct UK Ltd  |
| SUPPLIER ADDRESS:    | 1st Floor St Paul's Place<br>121 Norfolk Street<br>Sheffield<br>S1 2JF                 |
| REGISTRATION NUMBER: | 02579852   |
| DUNS NUMBER:         | 769387739  |
| SID4GOV ID:          | 208171   |

### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 29th October 2025.

This Order Form is issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Services.

### **CALL-OFF LOT(S):**

Lot 3 Software

**CALL-OFF INCORPORATED TERMS**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6098
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties) [including Annex 5 – Optional Terms for Bronze Contracts]
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for RM6098
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 6 (ICT Services)
  - [Call-Off Schedule 23 (HMRC Terms)]
  - CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
5. Joint Schedule 5 (Corporate Social Responsibility) RM6098
6. [Annexes A-E to Call-Off Schedule 6 (ICT Services)]

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

**CALL-OFF START DATE:** 3<sup>rd</sup> November 2025

**CALL-OFF EXPIRY DATE:** 2<sup>nd</sup> November 2030

**CALL-OFF INITIAL PERIOD:** Five (5) Years

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**CALL-OFF DELIVERABLES**

Full tendered pricing can be found at Call-off Schedule 5, attached at Schedules section, in Appendix A, Schedules.

Initial purchase is expected to be of the following licences and quantities:

| Licences type                                   | QTY |
|---|-----|
| Windows Server Data Centre Core 16 SL (5 Years) |     |
| Windows Server Device CAL (5 Years)             |     |
| SQL Server Standard Svr SL (5 Years)            |     |
| SQL Server User CAL (5 years)                   |     |
| SQL Server Std Core 2 SL (5 years)              |     |
| Veeam licences (5 years)                        |     |
| Broadcom VCF (3 years)                          |     |

Service Wrap:

- Technical support
- Security updates
- Feature enhancements

**LOCATION FOR DELIVERY**

Ambulance Radio Programme  
South Wing, Equinox North,  
Great Park Road,  
Bradley Stoke, Bristol, BS32 4QL

**DATES FOR DELIVERY**

As requested by the Authority.

**WARRANTY PERIOD**

This Call Off Contract relates to software only and Warranty Period is not applicable.

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

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**CALL-OFF CHARGES**

- Initial purchase is expected to be as follows:
- Pricing excludes VAT.

| Licences  | QTY | Price |
|---|-----|-------|
| Windows Server Data Centre Core 16 SL (5 Years) |     |       |
| Windows Server Device CAL (5 Years)             |     |       |
| SQL Server Standard Svr SL (5 Years)            |     |       |
| SQL Server User CAL (5 years)                   |     |       |
| SQL Server Std Core 2 SL (5 years)              |     |       |
| Veeam licences (5 years)                        |     |       |
| Broadcom VCF (3 years)                          |     |       |

**PAYMENT METHOD**

Payment is in full, within 30 days of undisputed invoice by Bank Transfer.

**BUYER'S INVOICE ADDRESS:**

FAO Julie Birigwa ([Julie.Birigwa@arp.nhs.uk](mailto:Julie.Birigwa@arp.nhs.uk))  
ARP Head of Finance  
[finance@arp.nhs.uk](mailto:finance@arp.nhs.uk); [mb-paymentqueries@dhsc.gov.uk](mailto:mb-paymentqueries@dhsc.gov.uk)  
Accounts Payable,  
Department of Health and Social Care (ARP)  
39 Victoria Street  
London SW1H 0EU

**BUYER'S AUTHORISED REPRESENTATIVE**

Krishna Rae / Kira Jarvis  
ARP Commercial Officer  
[kris.rae@arp.nhs.uk](mailto:kris.rae@arp.nhs.uk) / [kira.jarvis@arp.nhs.uk](mailto:kira.jarvis@arp.nhs.uk)

Ambulance Radio Programme  
South Wing, Equinox North,  
Great Park Road,  
Bradley Stoke, Bristol, BS32 4QL

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Guy Beaudin,  
Public Sector Business Development Director  
[guy.beaudin@insight.com](mailto:guy.beaudin@insight.com)

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**SUPPLIER'S CONTRACT MANAGER**

Richard White

Account Executive

richard.white2@insight.com

1st Floor St Paul's Place, 121 Norfolk Street, Sheffield, S1 2JF

**SUPPLIER'S CONTRACT SPECIALIST**

Tina Adams

Commercial Contracts Specialist

3 Hardman Street, 8<sup>th</sup> Floor, Manchester, M3 3HF[Tina.Adams@insight.com](mailto:Tina.Adams@insight.com)**SUPPLIER'S LEGAL REFERENCE NUMBER**

20974

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

See Joint Schedule 4 attached in Schedules section, in Appendix A, Schedules.

**GUARANTEE**

Not applicable

SIGNED

|   |   |  |                                |
|---|---|--|--------------------------------|
| <b>For and on behalf of the Supplier:</b> |   | <b>For and on behalf of the Buyer:</b> |                                |
|   |   |  |                                |
| <b>Name:</b>                              | Guy Beaudin                                 | <b>Name:</b>                           | Liam Osborn                    |
| <b>Role:</b>                              | Public Sector Business Development Director | <b>Role:</b>                           | DHSC Senior Commercial Manager |

**Appendix A – Schedules****Joint Schedule 2 (Variation Form)**

This form is to be used in order to change a contract in accordance with Clause 24 (Changing the Contract)

| Contract Details                               |  |
|--|--|
| This variation is between:                     | <b>[delete as applicable: CCS / Buyer] ("CCS" "the Buyer")</b><br>And<br><b>[insert name of Supplier] ("the Supplier")</b>   |
| Contract name:                                 | <b>[insert name of contract to be changed] ("the Contract")</b>  |
| Contract reference number:                     | <b>[insert contract reference number]</b>  |
| Details of Proposed Variation                  |  |
| Variation initiated by:                        | <b>[delete as applicable: CCS/Buyer/Supplier]</b>  |
| Variation number:                              | <b>[insert variation number]</b>   |
| Date variation is raised:                      | <b>[insert date]</b>   |
| Proposed variation                             |  |
| Reason for the variation:                      | <b>[insert reason]</b>   |
| An Impact Assessment shall be provided within: | <b>[insert number] days</b>  |
| Impact of Variation                            |  |
| Likely impact of the proposed variation:       | <b>[Supplier to insert assessment of impact]</b>   |
| Outcome of Variation                           |  |
| Contract variation:                            | This Contract detailed above is varied as follows: <ul style="list-style-type: none"> <li><b>[CCS/Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]</b></li> </ul> |
| Financial variation:                           | Original Contract Value: £ <b>[insert amount]</b>  |
|  | Additional cost due to variation: £ <b>[insert amount]</b>   |
|  | New Contract value: £ <b>[insert amount]</b>   |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by **[delete as applicable: CCS / Buyer]**
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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Signed by an authorised signatory for and on behalf of the **[delete]** as applicable: CCS / Buyer]

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address



## **Joint Schedule 3 (Insurance Requirements)**

### **1. The insurance you need to have**

1.1 The Supplier shall take out and maintain, or procure the taking out and maintenance of the insurances as set out in the Annex to this Schedule, any additional insurances required under a Call-Off Contract (specified in the applicable Order Form) ("Additional Insurances") and any other insurances as may be required by applicable Law (together the "Insurances"). The Supplier shall ensure that each of the Insurances is effective no later than:

- 1.1.1 the Framework Start Date in respect of those Insurances set out in the Annex to this Schedule and those required by applicable Law; and
- 1.1.2 the Call-Off Contract Effective Date in respect of the Additional Insurances.

### **1.2 The Insurances shall be:**

- 1.2.1 maintained in accordance with Good Industry Practice;
  - 1.2.2 (so far as is reasonably practicable) on terms no less favourable than those generally available to a prudent contractor in respect of risks insured in the international insurance market from time to time;
  - 1.2.3 taken out and maintained with insurers of good financial standing and good repute in the international insurance market; and
  - 1.2.4 maintained for at least six (6) years after the End Date.
- 1.3 The Supplier shall ensure that the public and products liability policy contain an indemnity to principals clause under which the Relevant Authority shall be indemnified in respect of claims made against the Relevant Authority in respect of death or bodily injury or third party property damage arising out of or in connection with the Deliverables and for which the Supplier is legally liable.

### **2. How to manage the insurance**

- 2.1 Without limiting the other provisions of this Contract, the Supplier shall:
- 2.1.1 take or procure the taking of all reasonable risk management and risk control measures in relation to Deliverables as it would be reasonable to expect of a prudent contractor acting in accordance with Good Industry Practice, including the investigation and reports of relevant claims to insurers;
  - 2.1.2 promptly notify the insurers in writing of any relevant material fact under any Insurances of which the Supplier is or becomes aware; and
  - 2.1.3 hold all policies in respect of the Insurances and cause any insurance broker effecting the Insurances to hold any insurance slips and other

evidence of placing cover representing any of the Insurances to which it is a party.

### **3. What happens if you aren't insured**

- 3.1 The Supplier shall not take any action or fail to take any action or (insofar as is reasonably within its power) permit anything to occur in relation to it which would entitle any insurer to refuse to pay any claim under any of the Insurances.
- 3.2 Where the Supplier has failed to purchase or maintain any of the Insurances in full force and effect, the Relevant Authority may elect (but shall not be obliged) following written notice to the Supplier to purchase the relevant Insurances and recover the reasonable premium and other reasonable costs incurred in connection therewith as a debt due from the Supplier.

### **4. Evidence of insurance you must provide**

- 4.1 The Supplier shall upon the Start Date and within 15 Working Days after the renewal of each of the Insurances, provide evidence, in a form satisfactory to the Relevant Authority, that the Insurances are in force and effect and meet in full the requirements of this Schedule.

### **5. Making sure you are insured to the required amount**

- 5.1 The Supplier shall ensure that any Insurances which are stated to have a minimum limit "in the aggregate" are maintained at all times for the minimum limit of indemnity specified in this Contract and if any claims are made which do not relate to this Contract then the Supplier shall notify the Relevant Authority and provide details of its proposed solution for maintaining the minimum limit of indemnity.

### **6. Cancelled Insurance**

- 6.1 The Supplier shall notify the Relevant Authority in writing at least five (5) Working Days prior to the cancellation, suspension, termination or non-renewal of any of the Insurances.
- 6.2 The Supplier shall ensure that nothing is done which would entitle the relevant insurer to cancel, rescind or suspend any insurance or cover, or to treat any insurance, cover or claim as voided in whole or part. The Supplier shall use all reasonable endeavours to notify the Relevant Authority (subject to third party confidentiality obligations) as soon as practicable when it becomes aware of any relevant fact, circumstance or matter which has caused, or is reasonably likely to provide grounds to, the relevant insurer to give notice to cancel, rescind, suspend or void any insurance, or any cover or claim under any insurance in whole or in part.

### **7. Insurance claims**

- 7.1 The Supplier shall promptly notify to insurers any matter arising from, or in relation to, the Deliverables, or each Contract for which it may be entitled to claim under any of the Insurances. In the event that the Relevant Authority receives a claim relating to or arising out of a Contract or the Deliverables,

the Supplier shall co-operate with the Relevant Authority and assist it in dealing with such claims including without limitation providing information and documentation in a timely manner.

- 7.2 Except where the Relevant Authority is the claimant party, the Supplier shall give the Relevant Authority notice within twenty (20) Working Days after any insurance claim in excess of 10% of the sum required to be insured pursuant to Paragraph 5.1 relating to or arising out of the provision of the Deliverables or this Contract on any of the Insurances or which, but for the application of the applicable policy excess, would be made on any of the Insurances and (if required by the Relevant Authority) full details of the incident giving rise to the claim.
- 7.3 Where any Insurance requires payment of a premium, the Supplier shall be liable for and shall promptly pay such premium.
- 7.4 Where any Insurance is subject to an excess or deductible below which the indemnity from insurers is excluded, the Supplier shall be liable for such excess or deductible. The Supplier shall not be entitled to recover from the Relevant Authority any sum paid by way of excess or deductible under the Insurances whether under the terms of this Contract or otherwise.

**ANNEX: REQUIRED INSURANCES**

The Supplier shall hold the following [standard] insurance cover from the Framework Start Date in accordance with this Schedule:

1.1 Professional indemnity insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

1.2 Public liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

1.3 Employers' liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than five million pounds (£5,000,000) – all Lots.

1.4 Product liability insurance with cover (for a single event or a series of related events and in the aggregate) of not less than one million pounds (£1,000,000) – all Lots.

**Joint Schedule 4 (Commercially Sensitive Information)**

**1. What is the Commercially Sensitive Information?**

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2 Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

| <b>Item(s)</b> |                          | <b>Duration of Confidentiality</b> |
|----------------|--------------------------|------------------------------------|
| 1.             | Detailed Pricing         | For the term of the agreement      |
| 2.             | Confidential information | Five (5) years                     |
| 3.             | Technical solutions      | For the term of the agreement      |

**Joint Schedule 10 (Rectification Plan)**

| <b>Request for [Revised] Rectification Plan</b>          |   |                  |  |
|--|---|------------------|--|
| Details of the Default:                                  | [Guidance: Explain the Default, with clear schedule and clause references as appropriate] |                  |  |
| Deadline for receiving the [Revised] Rectification Plan: | [add date (minimum 10 days from request)]   |                  |  |
| Signed by [CCS/Buyer] :                                  |   | Date:            |  |
| <b>Supplier [Revised] Rectification Plan</b>             |   |                  |  |
| Cause of the Default                                     | [add cause]   |                  |  |
| Anticipated impact assessment:                           | [add impact]  |                  |  |
| Actual effect of Default:                                | [add effect]  |                  |  |
| Steps to be taken to rectification:                      | <b>Steps</b>  | <b>Timescale</b> |  |
|  | 1.  | [date]           |  |
|  | 2.  | [date]           |  |
|  | 3.  | [date]           |  |
|  | 4.  | [date]           |  |
|  | [...]   | [date]           |  |
| Timescale for complete Rectification of Default          | [X] Working Days  |                  |  |
| Steps taken to prevent recurrence of Default             | <b>Steps</b>  | <b>Timescale</b> |  |
|  | 1.  | [date]           |  |
|  | 2.  | [date]           |  |
|  | 3.  | [date]           |  |
|  | 4.  | [date]           |  |
|  | [...]   | [date]           |  |
| Signed by the Supplier:                                  |   | Date:            |  |
| <b>Review of Rectification Plan [CCS/Buyer]</b>          |   |                  |  |
| Outcome of review  | [Plan Accepted] [Plan Rejected] [Revised Plan Requested]                                  |                  |  |
| Reasons for Rejection (if applicable)                    | [add reasons]   |                  |  |

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|                       |  |       |  |
|-----------------------|--|-------|--|
| Signed by [CCS/Buyer] |  | Date: |  |
|-----------------------|--|-------|--|

## Joint Schedule 11 (Processing Data)

### Definitions

1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

**“Processor Personnel”** all directors, officers, employees, agents, consultants and suppliers of the Processor and/or of any Subprocessor engaged in the performance of its obligations under a Contract;

### Status of the Controller

2. The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA 2018. A Party may act as:

- (a) “Controller” in respect of the other Party who is “Processor”;
- (b) “Processor” in respect of the other Party who is “Controller”;
- (c) “Joint Controller” with the other Party;
- (d) “Independent Controller” of the Personal Data where the other Party is also “Controller”;

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (*Processing Personal Data*) which scenario they think shall apply in each situation.

### Where one Party is Controller and the other Party its Processor

3. Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (*Processing Personal Data*) by the Controller and may not otherwise be determined by the Processor.
4. The Processor shall notify the Controller immediately if it considers that any of the Controller’s instructions infringe the Data Protection Legislation.
5. The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - (a) a systematic description of the envisaged Processing and the purpose of the Processing;
  - (b) an assessment of the necessity and proportionality of the Processing in relation to the Deliverables;
  - (c) an assessment of the risks to the rights and freedoms of Data Subjects; and



- (d) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
6. The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
- (a) Process that Personal Data only in accordance with Annex 1 (*Processing Personal Data*) and shall not Process the Personal Data for any other purpose, unless the Processor is required to do otherwise by Law. If it is so required the Processor shall notify the Controller before Processing the Personal Data unless prohibited by Law;
  - (b) ensure that it has in place Protective Measures, which are appropriate to protect against a Data Loss Event, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject. In the event of the Controller reasonably rejecting Protection Measures put in place by the Processor, the Processor must propose alternative Protective Measures to the satisfaction of the Controller. Failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures. Protective Measures must take account of the:
    - (i) nature of the data to be protected;
    - (ii) harm that might result from a Data Loss Event;
    - (iii) state of technological development; and
    - (iv) cost of implementing any measures;
  - (c) ensure that:
    - (i) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
    - (ii) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
      - (A) are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (*Data protection*), 15 (*What you must keep confidential*) and 16 (*When you can share information*) of the Core Terms;
      - (B) are subject to appropriate confidentiality undertakings with the Processor or any Subprocessor;
      - (C) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
      - (D) have undergone adequate training in the use, care, protection and handling of Personal Data;

- (d) not transfer, Process, or otherwise make available for Processing, Personal Data outside of the UK unless the prior written consent of the Controller has been obtained (such consent may be withheld or subject to such conditions as the Customer considers fit at the Customer's absolute discretion) and the following conditions are fulfilled:

- (i) the destination country has been recognised as adequate by the UK Government in accordance with Article 45 UK GDPR or section 74 of the DPA 2018;
- (ii) Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with UK GDPR Article 46 or section 75 DPA 2018) as determined by the Controller;
- (iii) the Data Subject has enforceable rights and effective legal remedies;
- (iv) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
- (v) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data;

if any of the mechanisms relied on under paragraph 6(d) in respect of any transfers of Personal Data by the Processor at any time ceases to be valid, the Processor shall, if possible, implement an alternative mechanism to ensure compliance with the Data Protection Legislation. If no alternative mechanism is available, the Controller and the Processor shall work together in good faith to determine the appropriate measures to be taken, taking into account any relevant guidance and accepted good industry practice. The Controller reserves the right to require the Processor to cease any affected transfers if no alternative mechanism to ensure compliance with Data Protection Legislation is reasonably available; and

- (e) at the written direction, and absolute discretion, of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

7. Subject to paragraph 8 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to Processing Personal Data under or in connection with the Contract it:

- (a) receives a Data Subject Access Request (or purported Data Subject Access Request);
- (b) receives a request to rectify, block or erase any Personal Data;

- (c) receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - (d) receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - (e) receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - (f) becomes aware of a Data Loss Event.
8. The Processor's obligation to notify under paragraph 7 of this Joint Schedule 11 shall include the provision of further information to the Controller, as details become available.
9. Taking into account the nature of the Processing, the Processor shall provide the Controller with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 7 of this Joint Schedule 11 (and insofar as possible within the timescales reasonably required by the Controller) including by immediately providing:
- (a) the Controller with full details and copies of the complaint, communication or request;
  - (b) such assistance as is requested by the Controller to enable the Controller to comply with a Data Subject Access Request within the relevant timescales set out in the Data Protection Legislation;
  - (c) the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - (d) assistance as requested by the Controller following any Data Loss Event; and/or
  - (e) assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office.
10. The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
- (a) the Controller determines that the Processing is not occasional;
  - (b) the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; or
  - (c) the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.

11. The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
12. The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
13. Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - (a) notify the Controller in writing of the intended Subprocessor and Processing that will be undertaken by the Subprocessor;
  - (b) obtain the written consent of the Controller (such consent may be withheld or subject to such conditions as the Controller considers fit at the Controller's absolute discretion);
  - (c) enter into a written legally binding agreement with the Subprocessor which give effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor, prior to any Personal Data being transferred to or accessed by the Subprocessor; and
  - (d) provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
14. Any Processing by a Subprocessor or transfer of Personal Data to a Subprocessor permitted by the Controller shall not relieve the Processor from any of its liabilities, responsibilities and obligations to the Controller under this Joint Schedule 11, and the Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
15. The Relevant Authority may, at any time on not less than thirty (30) Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
16. The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

**Where the Parties are Joint Controllers of Personal Data**

17. In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with UK GDPR Article 26 based on the terms set out in Annex 3 to this Joint Schedule 11.

**Independent Controllers of Personal Data**

18. With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the

Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.

19. Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.
20. Where a Party has provided Personal Data to the other Party in accordance with paragraph 18 of this Joint Schedule 11 above, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
21. The Parties shall be responsible for their own compliance with Articles 13 and 14 UK GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
22. The Parties shall only provide Personal Data to each other:
  - (a) to the extent necessary to perform their respective obligations under the Contract;
  - (b) in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the UK GDPR); and
  - (c) where it has recorded it in Annex 1 (*Processing Personal Data*).
23. Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the UK GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the UK GDPR.
24. A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 UK GDPR and shall make the record available to the other Party upon reasonable request.
25. Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract (**“Request Recipient”**):
  - (a) the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or

- (b) where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (i) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (ii) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.
26. Each Party shall promptly notify the other Party upon it becoming aware of any Data Loss Event relating to Personal Data provided by the other Party pursuant to the Contract and shall:
- (a) do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Data Loss Event;
  - (b) implement any measures necessary to restore the security of any compromised Personal Data;
  - (c) work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - (d) not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
27. Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
28. Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
29. Notwithstanding the general application of paragraphs 2 to 16 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 18 to 28 of this Joint Schedule 11.

## Annex 1 - Processing Personal Data (Lot 1-7 Authority & Supplier, Call-Off Contract)

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 Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are; **Mark Wilkins, ARP Security Manager mark.wilkins@arp.nhs.uk**
- 1.2 The contact details of the Supplier's Data Protection Officer are; **Kevin Paterson**, Data Protection Officer, Kevin.Paterson@insight.com
- 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 Relevant Authority is Controller and the Supplier is the Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> <li><b>Names, email addresses, telephone numbers and job titles of ARP staff.</b></li> </ul> |
| Subject matter of the Processing                          | <p><i>[This should be a high level, short description of what the processing is about i.e. its subject matter of the contract.]</i></p> <p><b>The processing is needed in order to ensure that the Processor can effectively deliver the contract to supply 3<sup>rd</sup> party software and associated services.</b></p>  |
| Duration of the Processing                                | <p><i>[Clearly set out the duration of the Processing including dates]</i></p> <p><b>The Duration of the Call-off Contract.</b></p>   |
| Nature and purposes of the Processing                     | <p><i>[Please be as specific as possible, but make sure that you cover all intended purposes.]</i></p> <p><b>The purpose may include: email correspondence and MS Teams and telephone communications.</b></p>   |

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| Type of Personal Data being Processed  | <b>Names, email addresses, telephone numbers and job titles of ARP staff.</b> |
| Categories of Data Subject   | <b>ARP Staff members.</b>   |
| International transfers and legal gateway  | <b>In the UK only.</b>  |
| Plan for return and destruction of the data once the Processing is complete<br>UNLESS<br>requirement under Union or Member State law to preserve that type of data | <b>All data collected should be destroyed at the end of the Contract.</b>     |



## Annex 1 - Processing Personal Data (Lot 8 only Authority & Supplier, Call-Off Contract)

This Annex has been prepopulated in line with the digital award procedure for all Lot 8 Catalogue Call-Off Contracts. The final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are: As shown in Order/Quote Confirmation attachment.
- 1.2 The contact details of the Supplier's Data Protection Officer are: As shown in Order/Quote Confirmation attachment.
- 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 Relevant Authority is the Controller and the Supplier is the Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ol style="list-style-type: none"> <li>1 Any Personal Data contained within the order/quote confirmation attachment provided to a Supplier for them to fulfil an order under RM6098 Technology Products and Associated Services 2 Lot 8 Catalogue.</li> <li>2 Any Personal Data for effective communication between the Authority and the Supplier.</li> <li>3 Any Personal Data for maintaining full and accurate records of the Call-Off Contract.</li> </ol> |
| Subject matter of the Processing                          | The processing is needed to ensure that the Processor can effectively deliver the relevant Lot 8 Catalogue Call-Off Contract.   |
| Duration of the Processing                                | Up to 7 years after the expiry or termination of the Call-Off Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.  |
| Nature and purposes of the Processing                     | The Technology Products and Associated Services 2 Lot 8 Catalogue Platform is a digital catalogue used by Public Sector for ordering or retrieving quotations for technology products. To place an order or retrieve a quotation the Relevant Authority must provide personal information which the Supplier will process to ensure order / quote obligations are fulfilled.  |

|  |   |
|--|---|
|  | <p>The Personal Data will,</p> <ol style="list-style-type: none"><li>1 Ensure effective communication between the Authority and the Supplier.</li><li>2 Ensure accurate records of the Call-Off Contract are maintained.</li></ol>  |
| Type of Personal Data being Processed  | <p>Includes:</p> <ol style="list-style-type: none"><li>1 Name, email address, telephone number, delivery address and communications with, Relevant Authority staff concerned with award and management of the Call-Off Contract awarded under Lot 8 Catalogue.</li><li>2 Name, email address, telephone number and communications with Supplier staff concerned with management of the Call-Off Contract awarded under Lot 8 Catalogue.</li></ol> |
| Categories of Data Subject   | <p>Includes:</p> <ol style="list-style-type: none"><li>1 Relevant Authority staff concerned with award and management of the Call-Off Contract awarded under Lot 8 Catalogue.</li><li>2 Supplier staff concerned with fulfilment of the Supplier's obligations arising under the Lot 8 Catalogue Call-Off Contract.</li></ol>   |
| International transfers and legal gateway  | <p>The Supplier will not transfer any Personal Data outside of the European Economic Area (EEA) without the prior written consent of the Authority.</p>   |
| Plan for return and destruction of the data once the Processing is complete<br>UNLESS<br>requirement under Union or Member State law to preserve that type of data | <p>All relevant data to be deleted 7 years after the expiry or termination of this Call-Off Contract unless longer retention is required by Law.</p>  |

**Annex 1 - Processing Personal Data (CCS & Supplier, Framework Contract)**

| Description   | Details   |
|---|---|
| Identity of Controller for each Category of Personal Data | <p><b>The Relevant Authority is Controller and the Supplier is the Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 3 to paragraph 16 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ol style="list-style-type: none"> <li>1 Any Personal Data for effective communication between the Authority and the Supplier.</li> <li>2 Any Personal Data for maintaining full and accurate records of the Framework Contract.</li> </ol> |
| Subject matter of the Processing                          | The processing is needed in order to ensure that the Processor can effectively maintain and deliver its obligations under the Framework Contract.   |
| Duration of the Processing                                | Up to 7 years after the expiry or termination of the Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.   |
| Nature and purposes of the Processing                     | <p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Contract including;</p> <ol style="list-style-type: none"> <li>1. Ensuring effective communication between the Supplier and CSS.</li> <li>2. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Contract in accordance with Core Terms Clause 6 (Record Keeping and Reporting).</li> </ol>   |
| Type of Personal Data being Processed                     | <p>Includes:</p> <ol style="list-style-type: none"> <li>1. Names, email addresses, telephone numbers and communications with, CSS staff concerned with management of the Framework Contract.</li> <li>2. Names, email addresses, telephone numbers and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract.</li> <li>3. Names, email addresses, telephone numbers, and communications with, Sub-contractor staff concerned with</li> </ol>  |

|   |   |
|---|---|
|   | <p>fulfilment of the Supplier's obligations arising from this Framework Contract.</p> <p>4. Names, email addresses, telephone numbers and communications with Supplier staff concerned with management of the Framework Contract.</p>   |
| Categories of Data Subject  | <p>Includes:</p> <ol style="list-style-type: none"> <li>1. CSS staff concerned with management of the Framework Contract.</li> <li>2. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Contract.</li> <li>3. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Contract.</li> <li>4. Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Contract.</li> </ol> |
| International transfers and legal gateway   | <ol style="list-style-type: none"> <li>1. The Supplier shall provide CCS with a statement of the physical location where data will be stored, processed and managed.</li> <li>2. The Supplier will not transfer any Personal Data outside of the European Economic Area (EEA) without the prior written consent of the Authority.</li> </ol>  |
| Plan for return and destruction of the data once the Processing is complete<br>UNLESS requirement under Union or Member State law to preserve that type of data | <p>All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder.</p>   |

**Annex 2 – Security**

The technical security requirements set out below provide an indication of the types of security measures that might be considered, in order to protect Personal Data. More, or less, measures may be appropriate depending on the subject matter of the contract, but the overall approach must be proportionate. The technical requirements must also be compliant with legislative and regulatory obligations for content and data, such as UK GDPR. The example technical security requirements set out here are intended to supplement, not replace, security schedules that will detail the total contractual security obligations and requirements that the Processor (i.e. a supplier) will be held to account to deliver under contract. Processors are also required to ensure sufficient ‘flow-down’ of legislative and regulatory obligations to any third party Sub-processors.

**External Certifications e.g.** Buyers should ensure that Suppliers hold at least Cyber Essentials certification and ISO 27001:2013 certification if proportionate to the service being procured.

**Risk Assessment e.g.** Supplier should perform a technical information risk assessment on the service supplied and be able to demonstrate what controls are in place to address those risks.

**Security Classification of Information e.g.** If the provision of the Services requires the Supplier to Process Authority/Buyer Data which is classified as OFFICIAL, OFFICIAL-SENSITIVE or Personal Data, the Supplier shall implement such additional measures as agreed with the Authority/Buyer from time to time in order to ensure that such information is safeguarded in accordance with the applicable legislative and regulatory obligations.

**End User Devices e.g.**

- The Supplier shall ensure that any Authority/Buyer Data which resides on a mobile, removable or physically uncontrolled device is stored encrypted using a product or system component which has been formally assured through a recognised certification process agreed with the Authority/Buyer except where the Authority/Buyer has given its prior written consent to an alternative arrangement.
- The Supplier shall ensure that any device which is used to Process Authority/Buyer Data meets all of the security requirements set out in the NCSC End User Devices Platform Security Guidance, a copy of which can be found at: <https://www.ncsc.gov.uk/guidance/end-user-device-security>.

**Testing e.g.** The Supplier shall at their own cost and expense, procure a CHECK or CREST Certified Supplier to perform an ITHC or Penetration Test prior to any live Authority/Buyer data being transferred into their systems. The ITHC scope must be agreed with the Authority/Buyer to ensure it covers all the relevant parts of the system that processes, stores or hosts Authority/Buyer data.

**Networking e.g.** The Supplier shall ensure that any Authority/Buyer Data which it causes to be transmitted over any public network (including the Internet, mobile

networks or un-protected enterprise network) or to a mobile device shall be encrypted when transmitted.

**Personnel Security e.g.** All Supplier Personnel shall be subject to a pre-employment check before they may participate in the provision and or management of the Services. Such pre-employment checks must include all pre-employment checks which are required by the HMG Baseline Personnel Security Standard or equivalent including: verification of the individual's identity; verification of the individual's nationality and immigration status; and, verification of the individual's employment history; verification of the individual's criminal record. The Supplier maybe required to implement additional security vetting for some roles.

**Identity, Authentication and Access Control e.g.** The Supplier must operate an appropriate access control regime to ensure that users and administrators of the service are uniquely identified. The Supplier must retain records of access to the physical sites and to the service.

**Data Destruction/Deletion e.g.** The Supplier must be able to demonstrate they can supply a copy of all data on request or at termination of the service, and must be able to securely erase or destroy all data and media that the Authority/Buyer data has been stored and processed on.

**Audit and Protective Monitoring e.g.** The Supplier shall collect audit records which relate to security events in delivery of the service or that would support the analysis of potential and actual compromises. In order to facilitate effective monitoring and forensic readiness such Supplier audit records should (as a minimum) include regular reports and alerts setting out details of access by users of the service, to enable the identification of (without limitation) changing access trends, any unusual patterns of usage and/or accounts accessing higher than average amounts of Authority/Buyer Data. The retention periods for audit records and event logs must be agreed with the Authority/Buyer and documented.

**Location of Authority/Buyer Data e.g.** The Supplier shall not, and shall procure that none of its Sub-contractors, process Authority/Buyer Data outside the EEA without the prior written consent of the Authority/Buyer and the Supplier shall not change where it or any of its Sub-contractors process Authority/Buyer Data without the Authority/Buyer's prior written consent which may be subject to conditions.

**Vulnerabilities and Corrective Action e.g.** Suppliers shall procure and implement security patches to vulnerabilities in accordance with the timescales specified in the NCSC Cloud Security Principle 5.

Suppliers must ensure that all COTS Software and Third Party COTS Software be kept up to date such that all Supplier COTS Software and Third Party COTS Software are always in mainstream support.

**Secure Architecture e.g.** Suppliers should design the service in accordance with:

- NCSC "[Security Design Principles for Digital Services](#)"

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- NCSC "[Bulk Data Principles](#)"
- NSCS "[Cloud Security Principles](#)"

## **Annex 3 - Joint Controller Agreement**

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

1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 3 (Joint Controller Agreement) in replacement of paragraphs 3-16 of Joint Schedule 11 (Where one Party is Controller and the other Party is Processor) and paragraphs 18-28 of Joint Schedule 11 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.

1.2 The Parties agree that the [Supplier/Relevant Authority]:

- i. is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
- ii. shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
- iii. is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;
- iv. is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Deliverables where consent is the relevant legal basis for that Processing; and
- v. shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Relevant Authority's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

### **2. Undertakings of both Parties**

2.1 The Supplier and the Relevant Authority each undertake that they shall:



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

- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
  - (i) are aware of and comply with their duties under this Annex 3 (Joint Controller Agreement) and those in respect of Confidential Information;
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so; and
  - (iii) have undergone adequate training in the use, care, protection and handling of personal data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and
- (j) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

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

### **3. Data Protection Breach**

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

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Data Loss Event under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
  - (i) co-operation with the other Party and the Information Commissioner investigating the Data Loss Event and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
  - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Data Loss Event;
  - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Data Loss Event; and/or
  - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Data Loss Event, with complete information relating to the Data Loss Event, including, without limitation, the information set out in Clause 3.2.

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

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

#### **4. Audit**

4.1 The Supplier shall permit:

- (a) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, to conduct, at the Relevant Authority's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 3 and the Data Protection Legislation; and/or
- (b) the Relevant Authority, or a third-party auditor acting under the Relevant Authority's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Deliverables.

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

## **5. Impact Assessments**

5.1 The Parties shall:

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

## **6. ICO Guidance**

The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Relevant Authority may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

## **7. Liabilities for Data Protection Breach**

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

7.1 If financial penalties are imposed by the Information Commissioner on either the Relevant Authority or the Supplier for a Data Loss Event ("**Financial Penalties**") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Relevant Authority is responsible for the Data Loss Event, in that it is caused as a result of the actions or inaction of the Relevant Authority, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Relevant Authority, then the Relevant Authority shall be responsible for the payment of such Financial Penalties. In this case, the Relevant Authority will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Data Loss Event. The Supplier shall provide to the Relevant Authority and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Data Loss Event;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Data Loss Event, in that it is not a Data Loss Event that the Relevant Authority is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Relevant Authority and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Data Loss Event; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Relevant Authority and the Supplier shall work together to investigate the relevant Data Loss Event and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Data Loss Event can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the Dispute Resolution Procedure set out in Clause 34 of the Core Terms (Resolving disputes).
- 7.2 If either the Relevant Authority or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Data Loss Event, then unless the Parties otherwise agree, the Party that is determined by the final decision of the court to be responsible for the Data Loss Event shall be liable for the losses arising from such Data Loss Event. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Data Loss Event (the "Claim Losses"):
- (a) if the Relevant Authority is responsible for the relevant Data Loss Event, then the Relevant Authority shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Data Loss Event, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Data Loss Event is unclear, then the Relevant Authority and the Supplier shall be responsible for the Claim Losses equally.

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

## **8. Termination**

If the Supplier is in material Default under any of its obligations under this Annex 3 (*Joint Controller Agreement*), the Relevant Authority shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 10 of the Core Terms (*Ending the contract*).

## **9. Sub-Processing**

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

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

## **10. Data Retention**

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

## **Call-Off Schedule 3 (Continuous Improvement)**

### **1. Buyer's Rights**

- 1.1 The Buyer and the Supplier recognise that, where specified in Framework Schedule 4 (Framework Management), the Buyer may give CCS the right to enforce the Buyer's rights under this Schedule.

## 2. Supplier's Obligations

- 2.1 The Supplier must, throughout the Contract Period, identify new or potential improvements to the provision of the Deliverables with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables and their supply to the Buyer.
- 2.2 The Supplier must adopt a policy of continuous improvement in relation to the Deliverables, which must include regular reviews with the Buyer of the Deliverables and the way it provides them, with a view to reducing the Buyer's costs (including the Charges) and/or improving the quality and efficiency of the Deliverables. The Supplier and the Buyer must provide each other with any information relevant to meeting this objective.
- 2.3 In addition to Paragraph 2.1, the Supplier shall produce at the start of each Contract Year a plan for improving the provision of Deliverables and/or reducing the Charges (without adversely affecting the performance of this Contract) during that Contract Year ("**Continuous Improvement Plan**") for the Buyer's Approval. The Continuous Improvement Plan must include, as a minimum, proposals:
- 2.3.1 identifying the emergence of relevant new and evolving technologies;
  - 2.3.2 changes in business processes of the Supplier or the Buyer and ways of working that would provide cost savings and/or enhanced benefits to the Buyer (such as methods of interaction, supply chain efficiencies, reduction in energy consumption and methods of sale);
  - 2.3.3 new or potential improvements to the provision of the Deliverables including the quality, responsiveness, procedures, benchmarking methods, likely performance mechanisms and customer support services in relation to the Deliverables; and
  - 2.3.4 measuring and reducing the sustainability impacts of the Supplier's operations and supply-chains relating to the Deliverables, and identifying opportunities to assist the Buyer in meeting their sustainability objectives.
- 2.4 The initial Continuous Improvement Plan for the first (1<sup>st</sup>) Contract Year shall be submitted by the Supplier to the Buyer for Approval within one hundred (100) Working Days of the first Order or six (6) Months following the Start Date, whichever is earlier.
- 2.5 The Buyer shall notify the Supplier of its Approval or rejection of the proposed Continuous Improvement Plan or any updates to it within twenty (20) Working Days of receipt. If it is rejected then the Supplier shall, within ten (10) Working Days of receipt of notice of rejection, submit a revised Continuous Improvement Plan reflecting the changes required. Once Approved, it becomes the Continuous Improvement Plan for the purposes of this Contract.

- 2.6 The Supplier must provide sufficient information with each suggested improvement to enable a decision on whether to implement it. The Supplier shall provide any further information as requested.
- 2.7 If the Buyer wishes to incorporate any improvement into this Contract, it must request a Variation in accordance with the Variation Procedure and the Supplier must implement such Variation at no additional cost to the Buyer or CCS.
- 2.8 Once the first Continuous Improvement Plan has been Approved in accordance with Paragraph 2.5:
- 2.8.1 the Supplier shall use all reasonable endeavours to implement any agreed deliverables in accordance with the Continuous Improvement Plan; and
  - 2.8.2 the Parties agree to meet as soon as reasonably possible following the start of each quarter (or as otherwise agreed between the Parties) to review the Supplier's progress against the Continuous Improvement Plan.
- 2.9 The Supplier shall update the Continuous Improvement Plan as and when required but at least once every Contract Year (after the first (1<sup>st</sup>) Contract Year) in accordance with the procedure and timescales set out in Paragraph 2.3.
- 2.10 All costs relating to the compilation or updating of the Continuous Improvement Plan and the costs arising from any improvement made pursuant to it and the costs of implementing any improvement, shall have no effect on and are included in the Charges.
- 2.11 Should the Supplier's costs in providing the Deliverables to the Buyer be reduced as a result of any changes implemented, all of the cost savings shall be passed on to the Buyer by way of a consequential and immediate reduction in the Charges for the Deliverables.
- 2.12 At any time during the Contract Period of the Call-Off Contract, the Supplier may make a proposal for gainshare. If the Buyer deems gainshare to be applicable then the Supplier shall update the Continuous Improvement Plan so as to include details of the way in which the proposal shall be implemented in accordance with an agreed gainshare ratio.



## **(Supplier Tender Submission)**

**The Service Wrap shall include the following:**

**1) Technical Support:**

- All support and technical maintenance contained within this response document is offered inclusive of the standard support elements within the different options provided. Additional options are available on request. Ambulance Radio Programme will have access to all suppliers directly, but Insight will also provide a dedicated UK-based account manager to deal with suppliers on your behalf if required and to provide a single, unified customer experience.
- For the Broadcom element of this offering, the VVF/VCF entitlement includes technical support for the term of the contract. See 2.1.1.1 in the policy handbook here: <https://docs.broadcom.com/doc/broadcom-maintenance-policy-handbook>
- The Veeam licensing is offered with 24/7 support included and access to Veeam's support portal here: [Veeam Customer Support Portal](#) which includes Technical Documentation, R&D Forum, Knowledge Base, Veeam University Pro and System Status for Veeam Data Cloud.
- All Microsoft licensing is offered under a Microsoft Products and Services Agreement (MPSA). MPSA is for transactional purchases of Microsoft online services and software, with Software Assurance as an optional purchase.
- Insight is pleased to offer all Microsoft Licensing with Software Assurance as an optional purchase. Software Assurance is a comprehensive program that includes a broad range of benefits that help you make the most of your software and online services subscriptions. Unique technologies, services, and rights help you deploy, manage, and use Microsoft products efficiently.

Software Assurance includes:

- 24/7 Problem Resolution Support: Provides technical support for business-critical server issues.
  - Access to exclusive tech: Grants access to exclusive software releases and technical resources.
  - Training vouchers and E-learning: Historically included technical training vouchers and online end-user E-learning. Consult a licensing specialist for current policy.
  - Workplace Discount Program (WDP): Offers employees discounted access to Microsoft products for personal use.
  - Payment flexibility: Allows annual payment instalments.
- The [Software Assurance benefits interactive chart](https://share.google/Z3QwOR8Zp3iM4qPM8) provides an overview of Software Assurance benefits as well as basic eligibility information and a full comparison of Licensing Agreements can be found here:  
<https://share.google/Z3QwOR8Zp3iM4qPM8>

## 2) Feature Enhancements:

- Broadcom VVF/VCF licenses entitlement includes access to all feature enhancements released during the term of the contract, including:
  - Security content updates (for products that require such updates)
  - Version upgrades
  - Product updates (patches, enhancements, fixes)
  - Alternative or replacement products that Broadcom may include as part of maintenance
- In addition, Insight are one of only a few UK partners trusted by Broadcom to deliver a VMware Advisory Service. Our VMware Advisory Service has been designed to assess your current VMware licensing and usage and provide you with a strategic roadmap to optimise your investment and align it with your business goals.
- Veeam will provide a dedicated Customer Success Representative who will schedule regular engagements to discuss enhancements to the platform which will benefit Ambulance Radion Programme.
- In addition, Insight is able to provide a Veeam Optimisation Assessment with the following Key Business Outcomes:
  - Confirm adherence to current security best practices to better secure the environment
  - Receive remediation options to improve performance
  - Build a strong foundation of backup and intelligent recovery
  - Receive actionable insights for automated backup and assurance
- Microsoft Software Assurance provides a wide range of feature enhancements, including:

- License Mobility: Allows reassignment of licenses for certain server applications, whether in your own server farm or with an Authorized Mobility Partner. This also applies to SQL Server licenses for third-party shared servers and virtual machines.
  - New Version Rights: Grants the right to upgrade to the latest software versions released during the contract term at no additional cost.
  - SQL Server High Availability and Disaster Recovery: Allows up to two passive SQL Server replicas at no extra cost.
- In addition, as one of Microsoft's leading global partners, Insight offers outstanding expertise in delivering and deploying Microsoft® hardware, software and cloud solutions.
  - 30,000+ Microsoft clients worldwide
  - 30+ years of experience
  - 1,000+ certified Microsoft professionals
  - All available Gold competencies
  - 22 Advanced specialisations
- We've structured our approach to build upon our existing relationship, supporting you at every stage of your Microsoft journey – understanding your ambition, navigating procurement and renewal and ensuring maximum ROI, helping you get further, faster.

### 3) Security Updates

- The Broadcom VVF/VCF entitlement includes security updates for the duration of the contract as detailed in the policy handbook: <https://docs.broadcom.com/doc/broadcom-maintenance-policy-handbook>
  - Security content updates (for products that require such updates)
  - Version upgrades
  - Product updates (patches, enhancements, fixes)
  - Alternative or replacement products that Broadcom may include as part of maintenance
- All Veeam licenses include security updates for the duration of the contract term and all security updates are published here: KB3103: List of Security Fixes and Improvements in Veeam Backup & Replication.
- Microsoft Software Assurance includes all standard Microsoft security updates as well as the following security enhancements:
  - New Version Rights

- Upgrade each Microsoft product license that's covered by active Software Assurance to the most recent version at no additional cost.
  - Step-up License Availability
  - Enable you to migrate your software from an earlier edition to a higher-level edition
  - Failover rights
- For SQL Server and Windows Server, you get rights to a passive failover instance. This instance can be used in anticipation of a failover event, providing cost-effective high availability and disaster recovery.

## Social Value

The specific area of Social Value is Skills For Growth: supporting growth sectors and addressing skills gaps (PPN002).

The percentage of organisation's profits allocated to these initiatives is **16.92%**.

Since early 2024, **Insight** has invested in dedicated resources to drive and deliver on our **Social Value**, **Environmental**, and **Governance** commitments. This reflects our ongoing commitment to creating positive impact for our clients, communities, and the planet, alongside meeting our regulatory and contractual obligations.

Our specialist team includes:

### **Nicola Tiffin – Senior ESG Manager**

Leading Insight's Environmental, Social, and Governance strategy, ensuring alignment with global best practices and driving measurable outcomes across all ESG pillars.

### **Esme Hassell-Thean – Environmental Specialist**

Focused on environmental performance, including carbon reduction initiatives, sustainable operations, and supporting clients in achieving their environmental goals.

### **Nicola Gooch – CSR Specialist**

Driving social value initiatives, community engagement, and charitable partnerships, ensuring that Insight delivers meaningful social impact through our projects and procurement activities.

Together, this team ensures that **social value**, **environmental sustainability**, and **strong governance** are embedded into Insight's operations and client delivery, supporting our vision of creating a more sustainable and equitable future.

## Persistent Inequalities in the UK Tech Sector

Despite progress, the UK technology sector continues to face significant inequalities in **employment**, **skills**, and **pay**, driven by multiple factors:

- **Gender Disparities** – Women remain underrepresented in technical and leadership roles, limiting career progression and contributing to pay

gaps. *According to the Tech Talent Charter's 2024 'Diversity in Tech' report, women and non-binary employees make up just 29% of the UK tech workforce – an increase of only 1% on the previous year.*

- **Ethnic Diversity** – Ethnic minority candidates often face barriers to entry and career advancement, resulting in lower representation and persistent pay disparities.
- **Skills Gap** – Individuals from disadvantaged backgrounds may lack access to high-quality education and training, reducing employment opportunities in the sector.
- **Unconscious Bias** – Recruitment processes can be influenced by biases related to gender, ethnicity, or socioeconomic status, perpetuating inequality in hiring and pay.
- **Pay Inequity** – Both gender and ethnic pay gaps remain, highlighting the ongoing need for transparency and equitable pay structures.
- **Limited Diversity Initiatives** – A lack of robust diversity and inclusion programmes slows progress towards addressing these systemic challenges.

Below are two of the initiatives included in the percentage calculation above. This figure also encompasses our wider early careers investment, including work experience opportunities for young people, skills training, and other programmes designed to support growth and address skills gaps.

### Insight Skills Academy – Overview

The Insight Skills Academy is a structured training and development programme that provides individuals with the technical skills, industry knowledge, and professional development needed to succeed in the IT and technology sector.

It is part of Insight's commitment to social value, digital inclusion, and supporting the UK skills agenda, particularly in line with government priorities around levelling up, tackling digital poverty, and building a future-ready workforce.

### Key Objectives

- **Bridge the Digital Skills Gap** – Equip participants with in-demand skills such as cloud computing, cybersecurity, data management, and IT support.
- **Support Employability** – Prepare individuals for sustainable careers in technology through practical training, certifications, and mentoring.
- **Promote Inclusion** – Offer opportunities to underrepresented groups in tech, including women, ethnic minorities, and people from disadvantaged backgrounds.

- Align with Industry Needs – Ensure training content is relevant to the evolving demands of employers and the technology market.

## **Programme Features**

- Technical Training – Vendor-accredited courses from leading partners such as Microsoft, AWS, Cisco, and VMware.
- Soft Skills Development – Communication, teamwork, problem-solving, and customer service skills for workplace readiness.
- Mentoring & Coaching – One-to-one guidance from Insight professionals and industry mentors.
- Work Experience – Opportunities to gain hands-on experience within Insight or partner organisations.
- Certification Pathways – Industry-recognised qualifications to support employability.
- Flexible Delivery – Online, hybrid, and in-person modules to suit different learning needs.

## **Target Audiences**

- Young People & School Leavers – Supporting career starts in technology.
- Career Changers – Helping those from other industries transition into IT roles.
- Unemployed or Underemployed Individuals – Offering reskilling pathways to sustainable employment.
- SME Staff Development – Providing training to small and medium-sized enterprises to boost productivity and competitiveness.

## **Social Value Impact**

The Skills Academy contributes to UK Government Social Value Model Themes:

- *Tackling Economic Inequality* – By creating job opportunities and training.
- *Fighting Climate Change* – By embedding sustainable IT practices in training.
- *Equal Opportunity* – By removing barriers for disadvantaged groups.

## **Insight UK Internal Apprenticeship Programme – Overview**

Insight's internal apprenticeship programme is part of our commitment to developing talent, supporting career progression, and addressing skills gaps in the UK technology sector.

It provides structured, work-based learning opportunities for both new entrants to the

industry and existing employees looking to upskill or reskill, while aligning with our wider Social Value and Environmental, Social & Governance (ESG) commitments.

## **Key Objectives**

- **Grow Future Talent** – Build a pipeline of skilled professionals ready to meet the evolving needs of our clients and the IT industry.
- **Support Career Development** – Enable existing teammates to gain new qualifications and progress into higher-level roles.
- **Promote Inclusion** – Ensure apprenticeship opportunities are accessible to people from diverse backgrounds, including underrepresented groups in technology.
- **Align with UK Skills Agenda** – Support government priorities around apprenticeships, lifelong learning, and levelling up.

## **Programme Structure**

- **Roles Covered** – Apprenticeships are offered across a range of functions, including:
  - IT and technical support
  - Sales and account management
  - Project management
  - Business administration
  - Marketing and digital services
- **Levels** – Programmes range from Level 3 (Advanced) to Level 7 (Master's degree equivalent), depending on the role and career pathway.
- **Duration** – Typically 12–36 months, combining on-the-job training with formal study.
- **Providers** – Insight partners with accredited UK apprenticeship training providers to deliver high-quality learning.
- **Assessment** – Apprentices are assessed through a mix of coursework, practical projects, and end-point assessments.

## **Support for Apprentices**

- Learning & Development Resources – Access to Insight’s internal training platforms, vendor certifications (e.g., Microsoft, AWS, Cisco), and soft skills training.
- Career Pathway Planning – Structured plans to help apprentices transition into permanent roles upon completion.

## **Funding & Levy Gifting**

- Insight uses its Apprenticeship Levy to fund internal programmes.
- Surplus levy funds are gifted to SMEs and charitable organisations to create additional apprenticeship opportunities in the wider community – a key part of our Social Value delivery.

## **Social Value & ESG Impact**

The internal apprenticeship programme directly supports the UK Government’s Social Value Model, particularly:

- Theme 1 – Tackling Economic Inequality: Creating employment and skills opportunities.
- Theme 3 – Equal Opportunity: Removing barriers and promoting diversity in recruitment.
- Theme 5 – Wellbeing: Providing career stability and professional growth.

## **Example Outcomes**

- Internal apprentices progressing into permanent roles within Insight UK.
- Increased diversity in technical and commercial teams.
- Apprentices gaining industry-recognised qualifications alongside real-world experience.

Levy gifting enabling apprenticeship starts for SMEs and non-profits in sectors such as education and environmental services.



**Call-Off Schedule 5 (Pricing Details)**

**Full Pricing details for the initial purchase of the products can be accessed in the embedded document below and a separate attachment.**

**Summary**

The anticipated initial purchase of software licences shall be supplied to the Authority at the tendered prices in the table below:

| <b>Without Software Assurance (5 yr MS + 5 yr Veeam + 3 yr Broadcom)</b> |            |              |
|--|------------|--------------|
| <b>Licences</b>  | <b>QTY</b> | <b>Price</b> |
| Windows Server Data Centre Core 16 SL (5 Years)                          |            |              |
| Windows Server Device CAL (5 Years)                                      |            |              |
| SQL Server Standard Svr SL (5 Years)                                     |            |              |
| SQL Server User CAL (5 years)  |            |              |
| SQL Server Std Core 2 SL (5 years)                                       |            |              |
| Veeam licences (5 years)   |            |              |
| Broadcom VCF (3 years)   |            |              |

**Unit Prices**

|   |  |
|---|--|
| Windows Server Data Centre Core 16 SL (5 Years) |  |
| Windows Server Device CAL (5 Years)             |  |
| SQL Server Standard Svr SL (5 Years)            |  |
| SQL Server User CAL (5 years)                   |  |
| SQL Server Std Core 2 SL (5 years)              |  |
| Veeam licences (5 years)                        |  |
| Broadcom VCF (3 years)                          |  |

## **Call-Off Schedule 6 (ICT Services)**

### **1. Definitions**

- 1.1. In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
|--|--|
| "Buyer Property"                                       | the property, other than real property and IPR, including the Buyer System, any equipment issued or made available to the Supplier by the Buyer in connection with this Contract;  |
| "Buyer Software"                                       | any software which is owned by or licensed to the Buyer and which is or will be used by the Supplier for the purposes of providing the Deliverables;   |
| "Buyer System"   | the Buyer's computing environment (consisting of hardware, software and/or telecommunications networks or equipment) used by the Buyer or the Supplier in connection with this Contract which is owned by or licensed to the Buyer by a third party and which interfaces with the Supplier System or which is necessary for the Buyer to receive the Deliverables; |
| "Commercial off the shelf Software" or "COTS Software" | Non-customised software where the IPR may be owned and licensed either by the Supplier or a third party depending on the context, and which is commercially available for purchase and subject to standard licence terms   |
| "Core Network"   | the provision of any shared central core network capability forming part of the overall Services delivered to the Buyer, which is not specific or exclusive to a specific Call-Off Contract, and excludes any configuration information specifically associated with a specific Call-Off Contract;   |
| "Defect"   | any of the following:<br><ul style="list-style-type: none"><li>a) any error, damage or defect in the manufacturing of a Deliverable; or</li><li>b) any error or failure of code within the Software which causes a Deliverable to malfunction or to produce unintelligible or incorrect results; or</li></ul>  |

- c) any failure of any Deliverable to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Call Off Contract; or
- d) any failure of any Deliverable to operate in conjunction with or interface with any other Deliverable in order to provide the performance, features and functionality specified in the requirements of the Buyer or the Documentation (including any adverse effect on response times) regardless of whether or not it prevents the relevant Deliverable from passing any Test required under this Contract;

|                         |  |
|-------------------------|--|
| "Emergency Maintenance" | ad hoc and unplanned maintenance provided by the Supplier where either Party reasonably suspects that the ICT Environment or the Services, or any part of the ICT Environment or the Services, has or may have developed a fault;  |
| "ICT Environment"       | the Buyer System and the Supplier System;  |
| "Licensed Software"     | all and any Software licensed by or through the Supplier, its Sub-Contractors or any third party to the Buyer for the purposes of or pursuant to this Call Off Contract, including any COTS Software;  |
| "Maintenance Schedule"  | has the meaning given to it in paragraph 8 of this Schedule;   |
| "Malicious Software"    | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| "New Release"           | an item produced primarily to extend, alter or improve the Software and/or any Deliverable by providing additional functionality or performance  |

|                                 |   |
|---------------------------------|---|
|                                 | enhancement (whether or not defects in the Software and/or Deliverable are also corrected) while still retaining the original designated purpose of that item;  |
| "Open Source Software"          | computer software that has its source code made available subject to an open-source licence under which the owner of the copyright and other IPR in such software provides the rights to use, study, change and distribute the software to any and all persons and for any and all purposes free of charge;   |
| "Operating Environment"         | means the Buyer System and any premises (including the Buyer Premises, the Supplier's premises or third party premises) from, to or at which:<br><br>the Deliverables are (or are to be) provided;<br>or<br>the Supplier manages, organises or otherwise directs the provision or the use of the Deliverables; or<br>where any part of the Supplier System is situated; |
| "Permitted Maintenance"         | has the meaning given to it in paragraph 8.2 of this Schedule;  |
| "Quality Plans"                 | has the meaning given to it in paragraph 6.1 of this Schedule;  |
| "Sites"                         | has the meaning given to it in Joint Schedule 1(Definitions), and for the purposes of this Call Off Schedule shall also include any premises from, to or at which physical interface with the Buyer System takes place;   |
| "Software"                      | Specially Written Software COTS Software and non-COTS Supplier and third party Software;  |
| "Software Supporting Materials" | has the meaning given to it in paragraph 9.1 of this Schedule;  |
| "Source Code"                   | computer programs and/or data in eye-readable form and in such form that it can be compiled or interpreted into equivalent binary code together with all related design comments, flow charts, technical information and documentation necessary for the use, reproduction,   |

|                              |   |
|------------------------------|---|
|                              | maintenance, modification and enhancement of such software;   |
| "Specially Written Software" | any software (including database software, linking instructions, test scripts, compilation instructions and test instructions) created by the Supplier (or by a Sub-Contractor or other third party on behalf of the Supplier) specifically for the purposes of this Contract, including any modifications or enhancements to COTS Software. For the avoidance of doubt Specially Written Software does not constitute New IPR; |
| "Supplier System"            | the information and communications technology system used by the Supplier in supplying the Deliverables, including the COTS Software, the Supplier Equipment, configuration and management utilities, calibration and testing tools and related cabling (but excluding the Buyer System);   |

## **2. When this Schedule should be used**

- 2.1. This Schedule is designed to provide additional provisions necessary to facilitate the provision of ICT Services which are part of the Deliverables.

## **3. Buyer due diligence requirements**

- 3.1. The Supplier shall satisfy itself of all relevant details, including but not limited to, details relating to the following;
- 3.1.1. suitability of the existing and (to the extent that it is defined or reasonably foreseeable at the Start Date) future Operating Environment;
  - 3.1.2. operating processes and procedures and the working methods of the Buyer;
  - 3.1.3. ownership, functionality, capacity, condition and suitability for use in the provision of the Deliverables of the Buyer Assets; and
  - 3.1.4. existing contracts (including any licences, support, maintenance and other contracts relating to the Operating Environment) referred to in the Due Diligence Information which may be novated to, assigned to or managed by the Supplier under this Contract and/or which the Supplier will require the benefit of for the provision of the Deliverables.
- 3.2. The Supplier confirms that it has advised the Buyer in writing of:

- 3.2.1. each aspect, if any, of the Operating Environment that is not suitable for the provision of the ICT Services;
- 3.2.2. the actions needed to remedy each such unsuitable aspect; and
- 3.2.3. a timetable for and the costs of those actions.

#### **4. Licensed software warranty**

- 4.1. The Supplier represents and warrants that:
  - 4.1.1. it has and shall continue to have all necessary rights in and to the Licensed Software made available by the Supplier (and/or any Sub-Contractor) to the Buyer which are necessary for the performance of the Supplier's obligations under this Contract including the receipt of the Deliverables by the Buyer;
  - 4.1.2. all components of the Specially Written Software shall:
    - 4.1.2.1. be free from material design and programming errors;
    - 4.1.2.2. perform in all material respects in accordance with the relevant specifications contained in Call Off Schedule 14 (Service Levels) and Documentation; and
    - 4.1.2.3. not infringe any IPR.

#### **5. Provision of ICT Services**

- 5.1. The Supplier shall:
  - 5.1.1. ensure that the release of any new COTS Software in which the Supplier owns the IPR, or upgrade to any Software in which the Supplier owns the IPR complies with the interface requirements of the Buyer and (except in relation to new Software or upgrades which are released to address Malicious Software) shall notify the Buyer three (3) Months before the release of any new COTS Software or Upgrade;
  - 5.1.2. ensure that all Software including upgrades, updates and New Releases used by or on behalf of the Supplier are currently supported versions of that Software and perform in all material respects in accordance with the relevant specification;
  - 5.1.3. ensure that the Supplier System will be free of all encumbrances;
  - 5.1.4. ensure that the Deliverables are fully compatible with any Buyer Software, Buyer System, or otherwise used by the Supplier in connection with this Contract;
  - 5.1.5. minimise any disruption to the Services and the ICT Environment and/or the Buyer's operations when providing the Deliverables;

## 6. Standards and Quality Requirements

- 6.1. The Supplier shall develop, in the timescales specified in the Order Form, quality plans that ensure that all aspects of the Deliverables are the subject of quality management systems and are consistent with BS EN ISO 9001 or any equivalent standard which is generally recognised as having replaced it ("**Quality Plans**").
- 6.2. The Supplier shall seek Approval from the Buyer (not be unreasonably withheld or delayed) of the Quality Plans before implementing them. Approval shall not act as an endorsement of the Quality Plans and shall not relieve the Supplier of its responsibility for ensuring that the Deliverables are provided to the standard required by this Contract.
- 6.3. Following the approval of the Quality Plans, the Supplier shall provide all Deliverables in accordance with the Quality Plans.
- 6.4. The Supplier shall ensure that the Supplier Personnel shall at all times during the Call Off Contract Period:
  - 6.4.1. be appropriately experienced, qualified and trained to supply the Deliverables in accordance with this Contract;
  - 6.4.2. apply all due skill, care, diligence in faithfully performing those duties and exercising such powers as necessary in connection with the provision of the Deliverables; and
  - 6.4.3. obey all lawful instructions and reasonable directions of the Buyer (including, if so required by the Buyer, the ICT Policy) and provide the Deliverables to the reasonable satisfaction of the Buyer.

## 7. ICT Audit

- 7.1. The Supplier shall allow any auditor access to the Supplier premises to:
  - 7.1.1. inspect the ICT Environment and the wider service delivery environment (or any part of them);
  - 7.1.2. review any records created during the design and development of the Supplier System and pre-operational environment such as information relating to Testing;
  - 7.1.3. review the Supplier's quality management systems including all relevant Quality Plans.

## 8. Maintenance of the ICT Environment

- 8.1. If specified by the Buyer in the Order Form, the Supplier shall create and maintain a rolling schedule of planned maintenance to the ICT Environment ("**Maintenance Schedule**") and make it available to the Buyer for Approval in accordance with the timetable and instructions specified by the Buyer.
- 8.2. Once the Maintenance Schedule has been Approved, the Supplier shall only undertake such planned maintenance (other than to the Core Network)

(which shall be known as "**Permitted Maintenance**") in accordance with the Maintenance Schedule.

- 8.3. The Supplier shall give as much notice as is reasonably practicable to the Buyer prior to carrying out any Emergency Maintenance, including to the Core Network.
- 8.4. The Supplier shall carry out any necessary maintenance (whether Permitted Maintenance or Emergency Maintenance) where it reasonably suspects that the ICT Environment and/or the Services or any part thereof has or may have developed a fault. Any such maintenance shall be carried out in such a manner and at such times so as to avoid (or where this is not possible so as to minimise) disruption to the ICT Environment and the provision of the Deliverables.

## **9. Intellectual Property Rights in ICT**

### **9.1. Assignments granted by the Supplier: Specially Written Software**

- 9.1.1. The Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Specially Written Software together with and including:
  - 9.1.1.1. the Documentation, Source Code and the Object Code of the Specially Written Software; and
  - 9.1.1.2. all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Specially Written Software and the New IPR (together the "**Software Supporting Materials**").
- 9.1.2. The Supplier shall:
  - 9.1.2.1. inform the Buyer of all Specially Written Software or New IPRs that are a modification, customisation, configuration or enhancement to any COTS Software;
  - 9.1.2.2. deliver to the Buyer the Specially Written Software and any computer program elements of the New IPRs in both Source Code and Object Code forms together with relevant Documentation and all related Software Supporting Materials within seven days of completion or, if a relevant Milestone has been identified in an Implementation Plan, Achievement of that Milestone and shall provide updates of them promptly following each new release of the Specially Written Software, in each case on media that is reasonably acceptable to the Buyer and the Buyer shall become the owner of such media upon receipt; and
  - 9.1.2.3. without prejudice to paragraph 9.1.2.2, provide full details to the Buyer of any of the Supplier's Existing IPRs or Third



Party IPRs which are embedded or which are an integral part of the Specially Written Software or New IPR and the Supplier hereby grants to the Buyer and shall procure that any relevant third party licensor shall grant to the Buyer a perpetual, irrevocable, non-exclusive, assignable, royalty-free licence to use, sub-license and/or commercially exploit such Supplier's Existing IPRs and Third Party IPRs to the extent that it is necessary to enable the Buyer to obtain the full benefits of ownership of the Specially Written Software and New IPRs.

- 9.1.3. The Supplier shall promptly execute all such assignments as are required to ensure that any rights in the Specially Written Software and New IPRs are properly transferred to the Buyer.

**9.2. Licences for non-COTS IPR from the Supplier and third parties to the Buyer**

- 9.2.1. Unless the Buyer gives its Approval the Supplier must not use any:

- a) of its own Existing IPR that is not COTS Software;
- b) third party software that is not COTS Software

- 9.2.2. Where the Buyer Approves the use of the Supplier's Existing IPR that is not COTS Software the Supplier shall grants to the Buyer a perpetual, royalty-free and non-exclusive licence to use adapt, and sub-license the same for any purpose relating to the Deliverables (or substantially equivalent deliverables) or for any purpose relating to the exercise of the Buyer's (or, if the Buyer is a Central Government Body, any other Central Government Body's) business or function including the right to load, execute, store, transmit, display and copy (for the purposes of archiving, backing-up, loading, execution, storage, transmission or display) for the Call Off Contract Period and after expiry of the Contract to the extent necessary to ensure continuity of service and an effective transition of Services to a Replacement Supplier.

- 9.2.3. Where the Buyer Approves the use of third party Software that is not COTS Software the Supplier shall procure that the owners or the authorised licensors of any such Software grant a direct licence to the Buyer on terms at least equivalent to those set out in Paragraph 9.2.2. If the Supplier cannot obtain such a licence for the Buyer it shall:

- 9.2.3.1. notify the Buyer in writing giving details of what licence terms can be obtained and whether there are alternative software providers which the Supplier could seek to use; and
- 9.2.3.2. only use such third party IPR as referred to at paragraph 9.2.3.1 if the Buyer Approves the terms of the licence from the relevant third party.

- 9.2.4. Where the Supplier is unable to provide a license to the Supplier's Existing IPR in accordance with Paragraph 9.2.2 above, it must meet

the requirement by making use of COTS Software or Specially Written Software.

- 9.2.5. The Supplier may terminate a licence granted under paragraph 9.2.1 by giving at least thirty (30) days' notice in writing if there is an Authority Cause which constitutes a material Default which, if capable of remedy, is not remedied within twenty (20) Working Days after the Supplier gives the Buyer written notice specifying the breach and requiring its remedy.

### **9.3. Licenses for COTS Software by the Supplier and third parties to the Buyer**

- 9.3.1. The Supplier shall either grant, or procure that the owners or the authorised licensors of any COTS Software grant, a direct licence to the Buyer on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.2. Where the Supplier owns the COTS Software it shall make available the COTS software to a Replacement Supplier at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.3. Where a third party is the owner of COTS Software licensed in accordance with this Paragraph 9.3 the Supplier shall support the Replacement Supplier to make arrangements with the owner or authorised licensee to renew the license at a price and on terms no less favourable than those standard commercial terms on which such software is usually made commercially available.
- 9.3.4. The Supplier shall notify the Buyer within seven (7) days of becoming aware of any COTS Software which in the next thirty-six (36) months:
- 9.3.4.1. will no longer be maintained or supported by the developer;  
or
- 9.3.4.2. will no longer be made commercially available

### **9.4. Buyer's right to assign/novate licences**

- 9.4.1. The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to paragraph 9.2 (to:
- 9.4.1.1. a Central Government Body; or
- 9.4.1.2. to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.
- 9.4.2. If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in paragraph 9.2.

### **9.5. Licence granted by the Buyer**

- 9.5.1. The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Software and the Specially Written Software solely to the extent necessary for providing the Deliverables in accordance with this Contract, including the right to grant sub-licences to Sub-Contractors provided that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier on the same terms as set out in Clause 15 (Confidentiality).

## **9.6. Open Source Publication**

- 9.6.1. Unless the Buyer otherwise agrees in advance in writing (and subject to paragraph 9.6.3) all Specially Written Software and computer program elements of New IPR shall be created in a format, or able to be converted (in which case the Supplier shall also provide the converted format to the Buyer) into a format, which is:

- 9.6.1.1. suitable for publication by the Buyer as Open Source; and

- 9.6.1.2. based on Open Standards (where applicable),

and the Buyer may, at its sole discretion, publish the same as Open Source.

- 9.6.2. The Supplier hereby warrants that the Specially Written Software and the New IPR:

- 9.6.2.1. are suitable for release as Open Source and that the Supplier has used reasonable endeavours when developing the same to ensure that publication by the Buyer will not enable a third party to use them in any way which could reasonably be foreseen to compromise the operation, running or security of the Specially Written Software, New IPRs or the Buyer System;

- 9.6.2.2. have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;

- 9.6.2.3. do not contain any material which would bring the Buyer into disrepute;

- 9.6.2.4. can be published as Open Source without breaching the rights of any third party;

- 9.6.2.5. will be supplied in a format suitable for publication as Open Source ("**the Open Source Publication Material**") no later than the date notified by the Buyer to the Supplier; and

- 9.6.2.6. do not contain any Malicious Software.

- 9.6.3. Where the Buyer has Approved a request by the Supplier for any part of the Specially Written Software or New IPRs to be excluded from the requirement to be in an Open Source format due to the intention to embed or integrate Supplier Existing IPRs and/or Third Party IPRs

(and where the Parties agree that such IPRs are not intended to be published as Open Source), the Supplier shall:

- 9.6.3.1. as soon as reasonably practicable, provide written details of the nature of the IPRs and items or Deliverables based on IPRs which are to be excluded from Open Source publication; and
- 9.6.3.2. include in the written details and information about the impact that inclusion of such IPRs or Deliverables based on such IPRs, will have on any other Specially Written Software and/or New IPRs and the Buyer's ability to publish such other items or Deliverables as Open Source.

## **9.7. Malicious Software**

- 9.7.1. The Supplier shall, throughout the Contract Period, use the latest versions of anti-virus definitions and software available from an industry accepted anti-virus software vendor to check for, contain the spread of, and minimise the impact of Malicious Software.
- 9.7.2. If Malicious Software is found, the Parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Government Data, assist each other to mitigate any losses and to restore the provision of the Deliverables to its desired operating efficiency.
- 9.7.3. Any cost arising out of the actions of the Parties taken in compliance with the provisions of paragraph 9.7.2 shall be borne by the Parties as follows:
  - 9.7.3.1. by the Supplier, where the Malicious Software originates from the Supplier Software, the third party Software supplied by the Supplier or the Government Data (whilst the Government Data was under the control of the Supplier) unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier; and
  - 9.7.3.2. by the Buyer, if the Malicious Software originates from the Buyer Software or the Buyer Data (whilst the Buyer Data was under the control of the Buyer).

## **10. Supplier-Furnished Terms**

### **10.1. Software Licence Terms**

10.1.1. Terms for licensing of non-COTS third party software in accordance with Paragraph 9.2.3 are detailed in Annex A of this Call Off Schedule 6.

10.1.2. Terms for licensing of COTS software in accordance with Paragraph 9.3 are detailed in Annex B of this Call Off Schedule 6.

### **10.2. Software Support & Maintenance Terms**

10.2.1. Additional terms for provision of Software Support & Maintenance Services are detailed in Annex C of this Call Off Schedule 6.

### **10.3. Software as a Service Terms**

10.3.1. Additional terms for provision of a Software as a Service solution are detailed in Annex D of this Call Off Schedule 6.

### **10.4. As a Service Terms**

10.4.1. Additional terms for provision of a devices, utility and consumption models for technology infrastructure generally described as "As a Service" solutions are detailed in Annex E to this Call-Off Schedule 6.

## **11. Customer Premises**

### **11.1. Licence to occupy Customer Premises**

11.1.1. Any Customer Premises shall be made available to the Supplier on a non-exclusive licence basis free of charge and shall be used by the Supplier solely for the purpose of performing its obligations under this Call- Off Contract. The Supplier shall have the use of such Customer Premises as licensee and shall vacate the same immediately upon completion, termination, expiry or abandonment of this Call-Off Contract [ and in accordance with Call-Off Schedule 10 (Exit Management)].

11.1.2. The Supplier shall limit access to the Buyer Premises to such Supplier Staff as is necessary to enable it to perform its obligations under this Call-Off Contract and the Supplier shall co-operate (and ensure that the Supplier Staff co-operate) with such other persons working concurrently on such Buyer Premises as the Buyer may reasonably request.

11.1.3. Save in relation to such actions identified by the Supplier in accordance with paragraph 3.2 of this Call-Off Schedule 6 and set out in the Order Form (or elsewhere in this Call Off Contract), should the Supplier require modifications to the Buyer Premises, such modifications shall be subject to Approval and shall be carried out by the Buyer at

the Supplier's expense. The Buyer shall undertake any modification work which it approves pursuant to this paragraph 11.1.3 without undue delay. Ownership of such modifications shall rest with the Buyer.

11.1.4. The Supplier shall observe and comply with such rules and regulations as may be in force at any time for the use of such Buyer Premises and conduct of personnel at the Buyer Premises as determined by the Buyer, and the Supplier shall pay for the full cost of making good any damage caused by the Supplier Staff other than fair wear and tear. For the avoidance of doubt, damage includes without limitation damage to the fabric of the buildings, plant, fixed equipment or fittings therein.

11.1.5. The Parties agree that there is no intention on the part of the Buyer to create a tenancy of any nature whatsoever in favour of the Supplier or the Supplier Staff and that no such tenancy has or shall come into being and, notwithstanding any rights granted pursuant to this Call-Off Contract, the Buyer retains the right at any time to use any Buyer Premises in any manner it sees fit.

## **11.2. Security of Buyer Premises**

11.2.1. The Buyer shall be responsible for maintaining the security of the Buyer Premises. The Supplier shall comply with the reasonable security requirements of the Buyer while on the Buyer Premises.

11.2.2. The Buyer shall afford the Supplier upon Approval (the decision to Approve or not will not be unreasonably withheld or delayed) an opportunity to inspect its physical security arrangements.

## **12. Buyer Property**

12.1. Where the Buyer issues Buyer Property free of charge to the Supplier such Buyer Property shall be and remain the property of the Buyer and the Supplier irrevocably licences the Buyer and its agents to enter upon any premises of the Supplier during normal business hours on reasonable notice to recover any such Buyer Property.

12.2. The Supplier shall not in any circumstances have a lien or any other interest on the Buyer Property and at all times the Supplier shall possess the Buyer Property as fiduciary agent and bailee of the Buyer.

12.3. The Supplier shall take all reasonable steps to ensure that the title of the Buyer to the Buyer Property and the exclusion of any such lien or other interest are brought to the notice of all Sub-Contractors and other appropriate persons and shall, at the Buyer's request, store the Buyer Property separately and securely and ensure that it is clearly identifiable as belonging to the Buyer.

- 12.4. The Buyer Property shall be deemed to be in good condition when received by or on behalf of the Supplier unless the Supplier notifies the Buyer otherwise within five (5) Working Days of receipt.
- 12.5. The Supplier shall maintain the Buyer Property in good order and condition (excluding fair wear and tear) and shall use the Buyer Property solely in connection with this Call-Off Contract and for no other purpose without Approval.
- 12.6. The Supplier shall ensure the security of all the Buyer Property whilst in its possession, either on the Sites or elsewhere during the supply of the Services, in accordance with Call- Off Schedule 9 (Security) and the Buyer's reasonable security requirements from time to time.
- 12.7. The Supplier shall be liable for all loss of, or damage to the Buyer Property, (excluding fair wear and tear), unless such loss or damage was solely caused by a Buyer Cause. The Supplier shall inform the Buyer immediately of becoming aware of any defects appearing in or losses or damage occurring to the Buyer Property.

### **13. Supplier Equipment**

- 13.1. Unless otherwise stated in this Call Off Contract, the Supplier shall provide all the Supplier Equipment necessary for the provision of the Services.
- 13.2. The Supplier shall not deliver any Supplier Equipment nor begin any work on the Buyer Premises without obtaining Approval.
- 13.3. The Supplier shall be solely responsible for the cost of carriage of the Supplier Equipment to the Sites and/or any Buyer Premises, including its off-loading, removal of all packaging and all other associated costs. Likewise on the Call-Off Expiry Date the Supplier shall be responsible for the removal of all relevant Supplier Equipment from the Sites and/or any Buyer Premises, including the cost of packing, carriage and making good the Sites and/or the Buyer Premises following removal.
- 13.4. All the Supplier's property, including Supplier Equipment, shall remain at the sole risk and responsibility of the Supplier, except that the Buyer shall be liable for loss of or damage to any of the Supplier's property located on Buyer Premises which is due to the negligent act or omission of the Buyer.
- 13.5. 4.5 Subject to any express provision of the BCDR Plan (if applicable) to the contrary, the loss or destruction for any reason of any Supplier Equipment shall not relieve the Supplier of its obligation to supply the Services in accordance with this Call Off Contract, including the Service Levels.
- 13.6. The Supplier shall maintain all Supplier Equipment within the Sites and/or the Buyer Premises in a safe, serviceable and clean condition.

13.7. The Supplier shall, at the Buyer's written request, at its own expense and as soon as reasonably practicable:

13.7.1. remove from the Buyer Premises any Supplier Equipment or any component part of Supplier Equipment which in the reasonable opinion of the Buyer is either hazardous, noxious or not in accordance with this Call-Off Contract; and

13.7.2. replace such Supplier Equipment or component part of Supplier Equipment with a suitable substitute item of Supplier Equipment.



**ANNEX E ADDITIONAL “AS A SERVICE” TERMS**

The Parties acknowledge and agree, that during the period of the Framework Contract, this Annex E of Call Off Schedule 6 (ICT Services) may be subject to amendment/refinement by CCS to reflect changes in technology industry practice and/or processes. Where CCS, at its discretion, deems any amendment is required, it shall publish such amendments on its website and give Suppliers and Buyers no less than one (1) months’ notice prior to any amendment taking effect. All Call Off Contracts entered into prior to this shall be unaffected unless the Buyer and Supplier otherwise agree in writing to vary their Call Off Contract in accordance with its terms.

**1. Interpretation**

1.1 The following definitions and rules of interpretation in this paragraph 1 apply to this Schedule where the Buyer is purchasing “as a service”. All other initial capitalised terms in this Schedule shall have the meaning given to them in Call-Off Schedule 6 (ICT Services), Joint Schedule 1 (Definitions) or the applicable Call Off Schedule.

**Acceptable Use Policy (“AUP”):** means the Supplier’s conditions as set out in the Applicable Supplier Terms attached at the applicable Annex of Call Off Schedule 6 (ICT Services) governing the Buyers and its Authorised User’s access and use of the Services under this Call-Off Contract;

**Actual Consumption Charges:** means the sum payable, based on the actual consumption and Usage by the Buyer of the Services provided by the Supplier, calculated in accordance with the rates/pricing set out in the Call-Off Order Form;

**Additional Services:** means those potential services the Buyer may require at any time during the Call Off Contract Period in addition to the Services to be delivered from the commencement of the Call Off Contract (which may include, but are not limited to, additional software applications, incremental usage or additional licences for existing Services already ordered or to deploy existing software on additional hardware devices) the scope of which and the applicable rates for such shall be as set out in the Call Off Order Form;

**Applicable Supplier Terms:** has the meaning given in paragraph 1.4 and may include the Supplier’s Acceptable Use Policy.

**Authorised Users:** those employees, agents and independent contractors of the Buyer, its subsidiaries and affiliates, who are authorised by the Buyer to use the Services and the Documentation.

**Buyer Data:** the data inputted by the Buyer, Authorised Users, or the Supplier on the Buyer’s behalf for the purpose of using the Services or facilitating the Buyer’s use of the Services and any data generated by, or derived from the Buyer’s use of the Services, whether hosted or stored within the Services or elsewhere.

**Call-Off Contract or Contract:** have the same meaning as given in Joint Schedule 1 (Definitions).

**Consumption Charges:** means the charges for the Services consumed or to be consumed by the Buyer and consisting of the subscription and/or “Pay as you Go” usage fees payable by the Buyer to the Supplier for the Services (which may be based on types/numbers of devices or software programs/modules/applications, number of Authorised Users, data storage/transfer, execution memory, number of queries to a helpdesk or other applicable measurement unit) as set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).

**Consumption Period:** the period of calendar days or months (as set out in the Call Off Order Form) in which the Buyer’s Usage of the Services is measured.

**Cybersecurity Requirements:** all laws, regulations, codes, guidance (from regulatory and advisory bodies, whether mandatory or not), international and national standards, industry schemes and sanctions, applicable to either party, relating to security of network and information systems and security breach and incident reporting requirements, including the Data Protection Legislation, the Cybersecurity Directive ((EU) 2016/1148), Commission Implementing Regulation ((EU) 2018/151), the Network and Information Systems Regulations 2018 (SI 506/2018), all as amended or updated from time to time as further detailed in the applicable Framework and Call Off Schedules.

**Documentation:** the document(s) [scheduled to this Call-Off Contract at Schedule [INSERT] of the Call-Off Order Form OR made available to the Buyer by the Supplier online via [WEB ADDRESS] or such other web address notified by the Supplier to the Buyer from time to time] which sets out a description of the Services and the user instructions for the Services.[Guidance Note: where possible the Documentation should be included within the Call-Off Contract (i.e. in the Supplier’s Tender or otherwise scheduled to the Call-Off Contract) and any changes to the Documentation to be promptly notified to the Buyer]

**Estimated Consumption Charges:** has the meaning given in paragraph 7.2 as further specified in the Call Off Order Form.

**Good Industry Practice:** as defined in Joint Schedule 1 (Definitions).

**Intellectual Property Rights:** as defined in Joint Schedule 1 (Definitions)

**Known Vulnerability:** any Vulnerability that has either:

- a) been assigned a Common Vulnerabilities and Exposures (CVE) number;
- b) been disclosed on the National Vulnerability Database available at the website operated by the US National Institute of Standards and Technology (NIST) from time to time; or

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c) been disclosed on the internet, or any [open] public database, such that it would be revealed by reasonable searches conducted in accordance with Good Industry Practice.

**Latent Vulnerability:** any instances of typical classes of Vulnerability, including without limitation buffer overflows, cross-site scripting (XSS) and Structure Query Language (SQL) injection.

**Licensed Software:** has the meaning given in Call Off Schedule 6 (ICT Services).

**Mandatory Policies:** the Buyer's business policies, procedures [and codes] [attached OR listed] in the Call Off Order Form, as amended by notification to the Supplier from time to time.

**New Release:** defined in Call Off Schedule 6 (ICT Services).

**Normal Business Hours:** [8.00 am to 6.00 pm] local UK time, each Working Day.

**Pay as you Go ("PAYG"):** means a payment structure for calculating the Consumption Charges in which Buyers pay in increments in arrears of receipt of the Services that reflect actual consumption Usage of the Services rather than in regular, fixed or subscription payments.

**Services:** the services provided by the Supplier to the Buyer under this Call-Off Contract made pursuant to the CCS Technology Products and Associated Services 2 Framework (RM6098) as more particularly described in Framework Schedule 1 (Specification) and supplemented by Call Off Schedule 20 (Call Off Specification), the Supplier's Tender and the Documentation.

**Support Service Charges:** the fees/charges payable in respect of delivery of the Support Services.

**Support Services:** the support services to be provided by the Supplier to the Buyer in relation to the Services.

**Support Services Policy:** the Supplier's policy for providing support in relation to the Services as provided by the Supplier to the Buyer and scheduled to this Call-Off Contract.

**Usage:** the Buyers actual consumption/usage of the Services (which could include for example only: downloading or installing software or otherwise accessing software or cloud services or activating licenses or User Subscriptions) during the relevant Consumption Period, as measured in units relevant to the Services and set out in the Call Off Order Form.

**User Subscriptions:** the user subscriptions purchased by the Buyer pursuant to paragraph 5 which entitle Authorised Users to access and use the Services and the Documentation in accordance with this Call -Off Contract.

**Virus:** any thing or device (including any software, code, file or programme) which may: prevent, impair or otherwise adversely affect the operation of any computer software, hardware or network, any telecommunications service, equipment or network or any other service or device; prevent, impair or otherwise adversely affect access to or the operation of any programme or data, including the reliability of any programme or data (whether by re-arranging, altering or erasing the programme or data in whole or part or otherwise); or adversely affect the user experience, including worms, trojan horses, viruses and other similar things or devices.

**Vulnerability:** a weakness in the computational logic (for example, code) found in software and hardware components that, when exploited, results in a negative impact to confidentiality, integrity, or availability, and the term Vulnerabilities shall be construed accordingly.

**Working Day:** has the meaning given in Joint Schedule 1 (Definitions).

1.2 The Services shall be supplied solely in accordance with this Call-Off Contract. Save as otherwise explicitly set out in this Call-Off Contract, all other contractual terms which in any way add to, vary or contradict this Call-Off Contract (including, but not limited to, the Buyers purchase order terms and conditions or the Supplier's own standard terms of business including those on the Supplier's website, portal or any "click-wrap" or "clickthrough" terms) upon which the Supplier may seek to rely or otherwise incorporate or impose on the Buyer shall be excluded and not form part of this Call-Off Contract (whether or not such other contractual terms post-date these conditions and whether or not implied by custom, practice or course of dealing).

1.3 Subject to paragraph 11 and save as otherwise explicitly set out in this Call-Off Contract, where the Buyer and/or any Authorised User in the course of accessing and using the Services under this Call-Off Contract accepts or is deemed to have accepted (whether intentionally or otherwise):

(a) any other terms and conditions including any other Supplier terms (whether in addition to or in replacement of the Applicable Supplier Terms) and/or any third-party software licence terms (including whether purported to have been accepted online via clicking on the Supplier portal or otherwise); and/or

(b) the terms of any business forms (such as purchase orders and invoices),

(together the "Inapplicable Additional Terms"), the Parties agree that any such Inapplicable Additional Terms of the Supplier and/or any of its Affiliates are deemed invalid and shall be without legal effect in transactions under this Contract.

1.4 The Supplier terms which shall apply to this Call-Off Contract, and are therefore incorporated into this Call-Off Contract and subject to these Call-Off terms, are restricted to those Supplier terms which are set out or expressly referred to in the relevant Call Off Order Form and attached at the applicable Annex of Call Off Schedule 6 (ICT Services) (the “Applicable Supplier Terms”) and as may be modified strictly in accordance with the provisions of this Call-Off Contract. The Applicable Supplier Terms cannot be amended during the Contract Period without the Buyers prior written consent as variation to this Call-Off Contract. The Supplier shall not include any hyperlinks in the Applicable Supplier Terms. If hyperlinks are included these shall be deemed ineffective and any additional documents and/or terms shall be deemed unenforceable and shall not apply to this Call-Off Contract and this Call-Off Contract shall apply as if such hyperlink to the additional documents and/or terms was not included. In the event of any conflict between the terms and conditions of this Call-Off Contract and the Applicable Supplier Terms, the terms and conditions of this Call-Off Contract will take precedence.

1.5 Where the Supplier proposes any amendments to the Applicable Supplier Terms, the proposed amendments shall:

- (a) apply on a uniform basis to all customers of the Supplier with no material detriment to the Buyer only;
- (b) not contain:
  - (i) any indemnities (or clauses of a similar nature to indemnities);
  - (ii) any provisions which would have any material impact on either the potential liability of either Party under this Call-Off Contract or the balance of risks under this Call-Off Contract or would change the economic balance in favour of the Supplier, as determined by the Buyer;
  - (iii) any provisions permitting the Supplier to make unilateral changes to the Services and/or Consumption Charges payable without the Buyer’s prior written consent; and
- (c) ensure any proposed modifications to such Applicable Supplier Terms do not constitute a substantial modification to this Contract to the extent that the Public Contracts Regulations 2015 (or any successor procurement legislation) require a new procurement procedure.

1.6 The Buyer may consider any proposed modifications to the Applicable Supplier Terms but is not obliged to agree to any modifications. The Buyer may, acting reasonably and in its sole discretion, refuse any such modifications. Where the Buyer objects to any proposed modifications, this Call-Off Contract shall continue as though the modification had not been proposed unless it is otherwise terminated in accordance with its terms.

1.7 This Annex is supplemental to Call Off Schedule 6 (ICT Services).

## **2. Buyer Obligations**

### **Authorised Users**

2.1 The Supplier hereby grants to the Buyer a non-exclusive, non-transferable right and licence, without the right to grant sublicences, to use and permit the Authorised Users to use the Services and the Documentation during the Contract Period solely for the Buyer's business operations or as otherwise agreed by the parties and set out in the Call Off Order Form.

2.2 In relation to the Authorised Users, the Buyer undertakes that:

(a) save as otherwise set out in this Call-Off Contract, the maximum number of Authorised Users that it authorises to access and use the Services and the Documentation shall not exceed the number of User Subscriptions it has purchased from time to time;

(b) it will not allow or suffer any User Subscription to be used by more than one individual Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services and/or Documentation;

(c) it shall, no more frequently than once per year, permit the Supplier or the Supplier's designated auditor to audit the Services, or use the Supplier's requested software reporting, to verify that the Buyer's use of the Services does not exceed the number of User Subscriptions purchased by the Buyer;

(d) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has underpaid Consumption Charges to the Supplier, then without prejudice to the Supplier's other rights, the Buyer shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the rates/prices set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and in accordance with paragraph 5; and

(e) if any of the audits referred to in paragraph 2.2(c) reveal that the Buyer has overpaid Consumption Charges to the Supplier, then without prejudice to the Buyer's other rights, the Supplier shall pay to the Buyer an amount equal to such overpayment as calculated in accordance with the rates/prices set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and in accordance with paragraph 6.

2.3 The Supplier agrees to provide the Buyer and all Authorised Users with all software keys, access codes and/or other login requirements as necessary to access and use the Services.

2.4 Subject to paragraphs 6 and 7 the Buyer may, from time to time during the Call-Off Contract Period, purchase or otherwise activate additional User Subscriptions in excess of the number set out in the Call Off Order Form and the Supplier shall grant access to the Services and the Documentation to such additional Authorised Users in accordance with the provisions of this Call-Off Contract.

2.5 The Buyer shall not knowingly:

- (a) distribute or transmit to the Supplier, via the Services, any Viruses [or Known Vulnerability or Latent] Vulnerability];
- (b) store, access, publish, disseminate, distribute or transmit via the Services any material which:
  - (i) is unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - (ii) facilitates illegal activity;
  - (iii) depicts sexually explicit images;
  - (iv) promotes unlawful violence;
  - (v) is discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - (vi) is otherwise illegal or causes damage or injury to any person or property;

and the Supplier reserves the right, on no less than thirty (30) days' prior written notice to the Buyer, such notice specifying the breach of this paragraph 2.4 and requiring it to be remedied within the thirty (30) day period, to disable the Buyer's access to the Services for the duration of time that the breach remains unremedied.

2.6 The Buyer shall not:

- (a) except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties and except to the extent expressly permitted under this Call-Off Contract:
  - (i) attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Services and/or Documentation (as applicable) in any form or media or by any means; or
  - (ii) attempt to de-compile, reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Services;
- (b) access all or any part of the Services and Documentation in order to build a product or service which competes with the Services and/or the Documentation;

(c) use the Services and/or Documentation to provide services to third parties (save for its own end users of the Services or otherwise to facilitate the Buyers delivery of its functions to its own customers and/or residents);

(d) except as otherwise set out in the Call-Off Contract, license, sell, rent, lease, transfer, assign, distribute, display, disclose, or otherwise commercially exploit, or otherwise make the Services and/or Documentation available to any third party except the Authorised Users, or

(e) attempt to obtain, or assist third parties in obtaining, access to the Services and/or Documentation, other than as provided under this paragraph 2.

2.7 The Buyer shall use all reasonable endeavours to prevent any unauthorised access to, or use of, the Services and/or the Documentation and, if there is any such unauthorised access or use, promptly notify the Supplier.

2.8 The rights provided under this paragraph 2 are granted to the Buyer and any subsidiary or holding company of the Buyer.

### **3. Services**

3.1 The Supplier shall, during the Contract Period, provide the Services and make available the Documentation to the Buyer on and subject to the terms of this Call-Off Contract.

3.2 In respect of any Software to be provided, the Parties agree that the Software is to be provided by way of “Software as a Service” and the Buyer acknowledges that, as a consequence:

3.2.1 it will not be provided with a physical copy of the Software; and

3.2.2 use of the Software is restricted to use by way of “Software as a Service” and the term “Service” or “Services” shall be construed accordingly.

3.3 [Where any Documentation is made available to the Buyer online via a hyperlink and such hyperlink either no longer provides access directly to the Documentation in a clear and transparent manner or provides a link to another source (a “broken hyperlink”) then the Supplier shall promptly notify the Buyer and the Parties shall update this Call-Off Contract with a variation in writing with a reference to the relevant replacement hyperlink (if any) to replace the broken hyperlink or failing which as otherwise agreed by the Parties in order to facilitate the Buyers access to and use of the Documentation].

3.4 [The Supplier shall [ensure] [use commercially reasonable efforts to make] the Services [are] available 24 hours a day, seven days a week, except for:

(a) Permitted Maintenance carried out during the maintenance window of [10.00 pm to 2.00 am UK time]; and



(b) maintenance performed outside Normal Business Hours, provided that the Supplier has used reasonable endeavours to give the Buyer at least [[6] Normal Business Hours'] notice in advance, or as otherwise set out in the agreed Maintenance Schedule.

3.5 If the Services availability drops below the required Service Levels specified in Call Off Schedule 14 (Service Levels), the Supplier shall pay to the Buyer Service Credits in the amounts set out in Annex 1 of Call Off Schedule 14 (Service Levels).

3.6 Where this Call-Off Contract is on the basis of "consumption as a service", the total quantities or values of the Services that may be required by the Buyer is not guaranteed and Buyer may choose to activate and access any one or more elements of the Services, as set out in the Call Off Order Form, from time to time as required by the Buyer during the Contract Period. Once the Buyer is in receipt of the Services, the Buyer may at any time, at its discretion and without liability, terminate the Services (in whole or in part) in accordance with clause 10 of the Core Terms. The Consumption Charges in respect of the "consumption as a service" model shall be variable, calculated in accordance with the applicable unit rates/fees set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and payable as set out in paragraph 7

3.7 The Supplier will, as part of the Services [and at no additional cost to the Buyer], provide the Buyer with the Supplier's standard customer support services during Normal Business Hours in accordance with the Supplier's Support Services Policy [as set out in the Supplier's Tender and scheduled to this Call Off Contract].

[Guidance note: if the Support Services are to be charged separately, the Buyer should amend the above provision accordingly and select the appropriate charging provisions set out below.]

3.8 The Buyers Call Off Specification sets out the minimum requirements for any Support Services and where applicable any Service Levels by which the Supplier's overall delivery and performance of the Support Services shall be monitored. The Supplier's Support Services Policy is incorporated into this Call-Off Contract as evidence of the Supplier's solution to the Buyer's requirements. To the extent that the standards or levels of Service set out in Supplier's Support Services Policy exceed those set out in the Call Off Specification, in which case, such higher standards or levels of performance set out in the Supplier's Support Services Policy shall prevail (to the extent necessary to achieve the performance of such higher standards or levels of performance only).]

#### **4. Supplier's obligations**

4.1 The Supplier undertakes that the Services will be performed in accordance with the Documentation and with reasonable skill and care in accordance with Good Industry Practice.

4.2 The undertaking at paragraph 4.1 shall not apply to the extent of any non-conformance which is caused by use of the Services contrary to the Supplier's instructions, or modification or alteration of the Services by any party other than the Supplier or the Supplier's duly authorised contractors or agents. If the Services do not conform with the foregoing undertaking, Supplier will, at its expense, and without prejudice to Buyer's other rights or remedies, correct any such non-conformance promptly.

4.3 This Call-Off Contract shall not prevent the Supplier from entering into similar agreements with third parties, or from independently developing, using, selling or licensing documentation, products and/or services which are similar to those provided under this Call-Off Contract.

4.4 The Supplier:

(a) warrants that the Services are [ISO/IEC 27001 accredited; [SSAE [16][18] SOC 2 certified; and ISAE 3402 certified;]

(b) in relation to the Software and the Services shall maintain such accreditation(s) and certifications throughout the Call-Off Contract Period;

(c) shall provide to the Buyer with a complete copy of each audit or other report received by the Supplier in connection with such accreditation(s) and certification(s) within 10 Working Days after the Supplier's receipt of such report; and

(d) shall [take all reasonable steps] not [to] introduce any Viruses [or Known Vulnerabilities or Latent] Vulnerabilities] into the Buyer's network and information systems via the Services or Licenced Software or otherwise.

4.5 The Supplier shall, in providing the Services, comply with Buyer's information security, confidentiality and data protection policies relating to the privacy and security of the Buyer Data as set out in Call Off Schedule 20 (Call Off Specification) or as may be notified by the Buyer from time to time, as such document may be amended from time to time by the Buyer in its sole discretion.

4.6 The Supplier shall ensure the Services are compatible with and capable of use on desktop, laptop and mobile devices as set out in the Buyers Call Off Specification.

4.7 The Supplier shall supply the Buyer with New Releases (at no additional cost) together with related amendments to the Documentation by no later than such New Releases are generally made available to the Supplier's other customers. The

Supplier may make such New Releases available for downloading over the internet and will promptly notify the Buyer when such downloads are available.

4.8 The Supplier shall ensure that each New Release shall comply with this Call-Off Contract, including but not limited to the Cybersecurity Requirements and shall mitigate any Known Vulnerabilities and Latent Vulnerabilities affecting the Supplier Software since the last New Release provided under paragraph 4.7.

4.9 The Supplier shall not disable the Buyers access to or use of the Services except in accordance with paragraph 2.4 or where the Supplier is otherwise entitled to terminate the Call Off Contract in accordance with clause 10.6 of the Core Terms.

[Guidance Note: In the next sections Buyers may need to tailor/select the appropriate provisions depending on the payment metrics of their specific Call-Off Contract, e.g. if the Consumption Charges are on a subscription basis to be calculated by reference to number of Authorised Users or types of Usage units applicable if a “consumption as a service”, Pay as You Go basis, e.g. storage size such as the size of the objects stored at £pence per GB and period of storage, number of transactions or bandwidth.]

## **5. Charges and payment**

5.1 The total Charges payable under the Call Off Contract may consist of:

- (a) any charges for implementation/mobilisation which may be payable on satisfactory achievement of a milestone(s) (if applicable);
- (b) the Consumption Charges, which may include any Additional Services, User Subscriptions and/or excess storage fees if so, required by the Buyer from time to time during the Contract Period;
- (c) the Support Service Charges (if applicable);
- (d) charges in respect of any training services, except where otherwise set out in the Call Off Order Form or included within the Services free of charge; and
- (e) any other charges for goods and/or services provided under this Call-Off Contract as specified in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details),

less any Delay Payments and/or Service Credits.

5.2 The Buyer shall pay the Consumption Charges to the Supplier [for the User Subscriptions] [and the Support Service Charges] in accordance with clause 4 of the Core Terms, this paragraph 5 and the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).

5.3 The Consumption Charges are fully inclusive [of all charges for licences, hosting and maintenance services], for the Services and requirements as set out by the Buyer in the Call Off Order Form, including but not limited to, upgrades and/or any New Releases but exclusive of Support Service Charges.

5.4 Where specifically referred to in the Charges section of the Call Off Order Form, the parties may agree that specifically identified charging and payment provisions from the Applicable Supplier Terms shall apply to the calculation of the Consumption Charges.

Consumption Charges – paragraphs 5.5 and 5.6 provide for annual advance payments. Advance payments are not mandatory for Buyers to accept, and Buyers may amend these provisions accordingly in their Call Off Order Form.

5.5 [Subject to the terms of the Call-Off Contract, the Buyer shall pay the Supplier the annual Consumption Charges on or before the beginning of each Contract Year during the Contract Period.

5.6 The Supplier shall be entitled to invoice the Buyer for the annual Consumption Charges no more than three (3) Months prior to the beginning of a Contract Year. The invoice for the Consumption Charges shall become payable by the Buyer no less than one (1) month before the commencement of the relevant Contract Year (unless the Buyer has otherwise given notice to terminate the Call Off Contract in accordance with the terms of this Call Off Contract).]

Support Services – optional provisions where the Support Service Charges are separate to the Consumption Charges and to be charged monthly in arrears.

5.7 The provision of Support Services on a remote, off-site basis (such as over the telephone or by e-mail or portal ticket system) provided during the Call Off Contract Period shall be included in the Support Service Charges.

5.8 Subject to the terms of the Call-Off Contract, the Buyer shall pay the Supplier the annual payment for the provision of the Support Services, each Contract Year during the Call Off Contract Period, as set out in the Call Off Order Form.

5.9 In order to receive the annual payment for Support Services, the Supplier shall invoice the Buyer for one twelfth (1/12th) of the relevant annual payment set out in the Call Off Order Form on the last day of each Month of the Contract Period for the Support Services delivered in the preceding Month, and the Buyer shall pay the Supplier in accordance with the terms of this Call-Off Contract.

Consumption Charges on a “Pay as you Go” Usage basis

5.10 The Buyer shall pay the Supplier the Consumption Charges and any Support Services Charges (if applicable) arising from its consumption of the Services during

the Consumption Period, based on the actual volume/Usage of the Services by the Buyer during the relevant preceding Consumption Period.

5.11 At the end of each Consumption Period the Supplier shall submit to the Buyer an invoice in respect of the access to and use of the Services that has been provided by the Supplier to the Buyer in the previous Consumption Period, calculated in accordance with rates set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) and which shall include details for the respective Consumption Period and the amount charged in respect of each element of the Services which have accrued in relevant previous Consumption Period. The Supplier shall upon request provide the Buyer with evidence of such consumption/usage upon which the Consumption Charges [and any Support Service Charges] are claimed and/or provide the Buyer with direct access to consumption reports/usage analytics in order to verify the Consumption Charges [and any Support Service Charges].

5.12 Where there is an implementation period, the Consumption Charges and any Support Service Charges (where applicable) shall not become payable until after the Buyer has confirmed in writing that the Supplier has achieved all Milestones and, where applicable, all Deliverables have passed the Tests as further described in Call Off Schedule 13 (Implementation and Testing).

5.13 The Supplier shall not increase the Consumption Charges [or Support Service Charges] during the [Call Off Initial Period] [the Call Off Contract Period (including any Call Off Optional Extension Period)] (which, for the avoidance of doubt, shall be fixed and not subject to indexation).

5.14 [Guidance Note: Include one of the following options where the Consumption Charges and/or Support Service Charges are fixed for the Call Off Initial Period only. If the Consumption Charges and/or Support Service Charges are fixed for the duration of the Call Off Period (including any Call Off Optional Extension Period) this paragraph can be deleted and marked as “not used” or disapplied in the Call Off Order Form] [Subject to paragraph 5.15, the Consumption Charges and Support Service Charges for any Extension Period may be increased or reduced by a percentage not exceeding the increase or reduction (if any) in the [INSERT INDEX] in the preceding twelve (12) month period, using the most recently available edition and latest available figure for the percentage increase or decrease in the [INSERT INDEX] at the beginning of the last month of the previous Contract Year]. OR [Subject to paragraph 5.15, the Consumption Charges and any Support Service Charges for any Extension Period shall not be increased by more than [INSERT]% of the Consumption Charges and Support Service Charges payable in the previous Contract Year.] OR [The Supplier shall be entitled to increase the Consumption Charges, the fees payable in respect of the additional User Subscriptions purchased pursuant to paragraph 2.4 and 6 the Support Service Charges payable pursuant to paragraph 5.8 and/or the excess storage fees payable pursuant to paragraph 5.19 at the start of each Extension Period upon [90] calendar days’ prior notice to the Buyer

and the Consumption Charges and Support Service Charges set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details) shall be amended accordingly.]

5.15 [Where the Supplier is requesting an increase to the Consumption Charges or any Support Service Charges for any Extension Period in accordance with paragraph 5.14, the Supplier shall provide supporting evidence of such increase and shall prove to the satisfaction of the Buyer that such increase is necessary to cover additional costs which it has to meet because of increases in the cost of complying with this Call-Off Contract. In considering any increase to the Consumption Charges or any Support Service Charges for any Extension Period, the Buyer may request, and the Supplier shall provide such additional information and/or evidence as the Buyer requires to analyse the price of the Services.] [Guidance Note: if the Consumption Charges/Support Service Charges are fixed for the whole duration of the Call Off Period (including any Call Off Optional Extension Period) this paragraph can be deleted and marked as “not used” or disapplied in the Call Off Order Form]

5.16 [Any agreed increase or a reduction in the Consumption Charges and/or any Support Service Charges for an Extension Period under this paragraph 5 must be set out in writing and signed on behalf of both Parties as a Variation to this Call-Off Contract. Any resulting change in the Consumption Charges and/or Support Service Charges for an Extension Period shall apply from the commencement of the applicable Extension Period and thereafter be fixed until the following Extension, if any.] [Guidance Note: if the Consumption Charges/Support Service Charges are fixed for the whole duration of the Call Off Period (including any Call Off Optional Extension Period) this paragraph can be deleted and marked as “not used” or disapplied in the Call Off Order Form]

5.17 Except as expressly set out in this Call-Off Contract, the Consumption Charges and any Support Service Charges shall include all costs and expenses relating to the provision of the Services. Any costs incurred by the Supplier as a result of additional system or service provision over and above those detailed in the Call Off Specification or as otherwise requested by the Buyer shall be at the Supplier's own risk.

5.18 The Buyer shall on or before the Start Date of the Call Off Contract provide to the Supplier valid, up-to-date and complete approved purchase order information to the Supplier and any other relevant valid, up-to-date and complete contact and billing details.

5.19 If, at any time whilst using the Services, the Buyer exceeds the amount of disk storage space specified as required in the Call Off Specification or otherwise in the Documentation, the Supplier shall charge the Buyer, and the Buyer shall pay, the Supplier's excess data storage fees as set out in the Call Off Order Form or Call-Off Schedule 5 (Pricing Details).

## **6. Changes to number of User Subscriptions**

6.1 Except as may be otherwise set out in the Call-Off Order Form,

(a) if the Buyer wishes to purchase additional User Subscriptions, the Buyer shall notify the Supplier in writing and the Supplier shall activate the additional User Subscriptions within [NUMBER] days of the Buyer's request; and

(b) the Buyer shall, within 30 days of the date of the Supplier's invoice, pay to the Supplier the relevant fees for such additional User Subscriptions as set out in the [Call-Off Order Form or Call-Off Schedule 5 (Pricing Details)] and, if such additional User Subscriptions are purchased by the Buyer part way through the Call Off Initial Period or any Extension Period (as applicable), such fees shall be pro-rated from the date of activation by the Supplier for the remainder of the Call Off Initial Period or then current Extension Period (as applicable).

[Guidance Note: There may be scenarios where the Supplier does not require the Buyer to notify the Supplier in advance of any required additional User Subscriptions or for the Supplier to activate any User Subscriptions as and when required by the Buyer. The Buyer may be able to add/activate additional User Subscriptions itself, at any time as and when it requires. The Supplier may specify the intervals at which (a) the Buyer is required to notify the Supplier of any changes to the number of User Subscriptions or (b) the Supplier will audit/assess the Buyers access and usage during the relevant period and notify the Buyer of the number of User Subscriptions that have been used/activated at which point the Supplier will consider whether there are to be any additional charges payable by the Buyer [or any refund due to the Buyer] for the relevant Consumption Period based on the actual Usage by the Buyer. The Buyer should also consider the reconciliation provisions at paragraph 7 below and select which are applicable for their Call Off Contract].

6.2 [In the event the actual number of Authorised Users accessing the Services and Documentation is more than that set out in the Call Off Order Form, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has already made a payment which is less than the actual number of User Subscriptions consumed during the relevant Contract Year (an underpayment), the Buyer shall pay the Supplier the difference between the amount of the Consumption Charges paid and the actual amount payable for the number of User Subscriptions for the relevant Contract Year, within thirty (30) calendar days of being notified by the Supplier or such other period as set out in the Call-Off Order Form.] [Guidance Note: if paragraph 6.1 is not used, this paragraph 6.2 may be used]

6.3 Subject to any minimum number of User Subscriptions agreed between the Parties and set out in the Call Off Order Form, in the event the actual number of Authorised Users accessing the Services and Documentation is less than that set

out in the Call Off Order Form, and which was used to calculate the annual Consumption Charges, there shall be a reconciliation between the anticipated and actual number of User Subscriptions. Where the Buyer has paid in excess of the actual User Subscriptions consumed during the relevant Contract Year (an overpayment), the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there is no further Contract Year under this Contract refund any such overpaid amount to the Buyer.

6.4 Subject to any minimum number of User Subscriptions agreed by the Parties and set out in the Call Off Order Form, at the end of each Contract Year the Buyer may determine that it requires less User Subscriptions for any forthcoming Contract Year. The Buyer shall, no less than three (3) Months prior to the end of a Contract Year, give written notice to the Supplier of the reduction in the number of User Subscriptions required for the forthcoming Contract Year. Where there is a reduction in the number of User Subscriptions required by the Buyer there shall be a corresponding reduction in the Consumption Charges payable for the forthcoming Contract Year and for the remainder of the Call Off Initial Period or then current Extension Period (as applicable) unless otherwise further varied in accordance with the terms of this Call-Off Contract.

## **7. Annual Consumption/Usage reconciliation**

[Guidance Note: If Buyers have an indication of what Additional Services they may require at any time during the Call Off Contract Period (but don't wish to receive and pay for such from the commencement date of the Call Off Contract), the Buyer should consider seeking a price list from the Supplier at the outset for any other optional Additional Services that may be required and to include these within the Call Off Contract. This will provide the Buyer with transparency and certainty in respect of any Consumption Charges that would be payable to the Supplier in the event the Buyer wishes to access any Additional Services)]

7.1 Where due to the nature of the Services it is not practicable in a static Call Off Order Form to agree in detail exactly the quantity and rate of consumption of the Services during the Call Off Contract Period or the Buyer has specified that they may, at their discretion, require Additional Services, the indicative annual Consumption Charges set out in the Call Off Order Form shall be an estimate of the Buyers anticipated quantities and rates of consumption (the "Estimated Consumption Charges") and the following provisions in this paragraph 7 shall apply.

7.2 Where during a Contract Year, the Buyer's consumption is variable and/or the Buyer elects to receive Additional Services there shall (at the interval set out in the Call Off Order Form or otherwise at the end of the Contract Year) be a reconciliation process undertaken to determine the difference between the Estimated Consumption



Charges set out in the Call Off Order Form (as may have previously been amended) for the relevant Contract Year and the Actual Consumption Charges payable for all Services (including any Additional Services) accessed and received by the Buyer during the relevant Contract Year. Where the Buyer has accessed any Additional Services part way through a Contract Year, the Actual Consumption Charges payable for any such Additional Services shall be calculated on a pro-rata basis from the date the Buyer's Usage of the Additional Services commenced.

7.3 [At the end of each Contract Year (or such other interval specified in the Call Off Order Form), the Supplier shall provide to the Buyer a reconciliation statement, including details of the consumption/Usage or the Buyer, Additional Services the Buyer has accessed and received during the preceding Contract Year, the applicable Consumption Charges for each element of the Services received by the Buyer (by reference to the Supplier's rates/prices tendered for the Call Off Contract) the difference between the Estimated Consumption Charges set out in the Call Off Order Form (as may have previously been amended), the Actual Consumption Charges payable for actual Usage by the Buyer and the amounts (if any) already paid by the Buyer.] OR [At the end of each Contract Year (or such other interval specified in the Call Off Order Form), the Buyer shall confirm to the Supplier its Usage and any Additional Services it has accessed and received during the preceding Contract Year. The Supplier shall then provide to the Buyer a reconciliation statement, including details of the Services (including any Additional Services) the Buyer has accessed and received during the preceding Contract Year, the applicable Consumption Charges for each element of the Services received by the Buyer (by reference to the Supplier's rates/prices tendered for the Call Off Contract) the difference between the Estimated Consumption Charges set out in the Call Off Order Form (as may have previously been amended), the Actual Consumption Charges payable for actual Usage and the amounts (if any) already paid by the Buyer.]

7.4 The Buyer shall, within thirty (30) calendar days of receipt, review any reconciliation statement received from the Supplier. The Buyer shall be entitled to raise any clarification questions and/or request any further information or data from the Supplier regarding the reconciliation statement which shall be promptly provided by the Supplier to the Buyer. The Buyer shall not unreasonably withhold or delay its agreement to the reconciliation statement. Where there is any Dispute in respect of the reconciliation statement, such Dispute shall be referred to clause 34 of the Core Terms.

7.5 Where the Buyer agrees to the reconciliation statement this will trigger a reconciliation payment by the Buyer to the Supplier or will trigger a reconciliation payment by the Supplier to the Buyer, as appropriate. Where there is a reconciliation payment due to the Supplier, the Supplier will supply to the Buyer an invoice for the relevant amount and the provisions of clause 4 of the Core Terms will apply. Where there is a reconciliation payment due from the Supplier to the Buyer, the Supplier shall credit such overpaid amount towards the Consumption Charges payable by the

Buyer for the forthcoming Contract Year (or the Buyer may deduct the relevant amount from the forthcoming Consumption Charges) or where there this Call Off Contract is expiring or otherwise terminated, to refund any such overpaid amount to the Buyer within thirty (30) days of receipt of an invoice from the Buyer.

7.6 Where the Buyer, at its discretion, wishes to continue to receive the Additional Services for any forthcoming Contract Year, the parties shall agree a Variation to the Call Off Contract in accordance with clause 24 of the Core Terms to reflect the scope of Services to be delivered and any corresponding adjustment to the Consumption Charges for the remainder of the Contract Period. Any change to the Consumption Charges shall be effective from the start of the next Contract Year unless otherwise agreed between the parties in the Variation.

7.7 Where the charges are based on Estimated Consumption Charges, the Buyer and Supplier may, no less than thirty (30) calendar days prior to the end of a Contract Year, agree the Estimated Consumption Charges for the forthcoming Contract Year and the Call Off Contract shall be amended accordingly. In the event the parties do not agree on any revised Estimated Consumption Charges for the forthcoming Contract Year, the Estimated Consumption Charges shall be based on the most recently agreed Estimated Consumption Charges which shall continue to apply or where this doesn't apply those set out in the original Call Off Order Form.

7.8 Any Additional Services that may be required by the Buyer shall be limited to only those which are more of the same as the Services already purchased by the Buyer under the Call-Off Contract or otherwise within the same scope/nature of the Services of the Call-Off Contract and the relevant lot of the CCS Technology Products and Associated Services 2 Framework (RM6098).

7.9 [The aggregate value of all Actual Consumption Charges (including Additional Services and/or any additional User Subscriptions) consumed may not [exceed the "contract anticipated potential value" set out in the Call Off Order Form OR result in an increase or decrease of 10% or more of the "contract anticipated potential value" set out in the Call Off Order Form] as at the Commencement Date without the prior written approval of the Buyer's Authorised Representative.]

7.10 For the avoidance of doubt, there will be no reconciliation in relation to fixed pricing or where there is unlimited consumption agreed by the parties and set out in the Call Off Order Form.

## **8. Exit Costs**

8.1 Save as otherwise explicitly set out in this Call-Off Contract, each Party shall be responsible for their costs involved in the preparation of the Exit Plan and carrying out the respective exit activities detailed in the Exit Plan. The Supplier's Call Off Tender sets out its fees/costs in respect of exit and transition at the end of the Call-Off Contract. The Supplier shall not be entitled to increase its Consumption Charges

or any other charges payable under the Call-Off Contract upon invoking and carrying out activities in accordance with the Exit Plan or upon notice of termination of this Call-Off Contract.

8.2 Where this Call-Off Contract is terminated prior to expiry of the Initial Period or Extension Period (as applicable), due to Supplier Default, all costs of the Supplier in carrying out the activities detailed in the Exit Plan (including, but not limited to, migrating the Buyer Data to the Buyer or any Replacement Supplier) shall be at the Supplier's own expense.

8.3 The Parties acknowledge that the migration of the Services from the Supplier to the Buyer and/or its Replacement Supplier may be phased, such that certain elements of the Services are handed over before others and in such circumstances the Consumption Charges for the Services under this Call-Off Contract may be reduced accordingly.

## **9. Proprietary rights**

9.1 The Buyer acknowledges and agrees that the Supplier and/or its licensors own all intellectual property rights in the Services and the Documentation [and any training course materials if applicable]. Except as expressly stated in this Call-Off Contract, this Call-Off Contract does not grant the Buyer any rights to, under or in, any patents, copyright, database right, trade secrets, trade names, trademarks (whether registered or unregistered), or any other rights or licences in respect of the Services or the Documentation.

9.2 The Supplier confirms that it has all the rights in relation to the Services and the Documentation that are necessary to grant all the rights it purports to grant under, and in accordance with, the terms of this Call-Off Contract.

9.3 The Supplier hereby grants to the Buyer or shall obtain the direct grant to the Buyer of, a royalty-free, non-exclusive licence to use any Third Party IPR during the Contract Period.

9.4 All rights required to be granted under this Call Off Contract shall be granted with effect from, or obtained to take effect from, the Call Off Contract Start Date, or date of creation of the applicable Intellectual Property Right, if later, save for any access or use required by the Buyer for the purposes of undertaking any Tests in accordance with Call Off Schedule 13 (Implementation Plan and Testing). Notwithstanding any licence granted for the purposes of the Tests, the Consumption Charges and any Support Service Charges shall not take effect before the Call Off Contract Start Date.

9.5 The Buyer hereby grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Contract Period to use the Buyer Data and Buyer Materials, including the right to grant sub-licences to its Sub-Contractors, provided

that any relevant Sub-Contractor has entered into a confidentiality undertaking with the Supplier in a form reasonably acceptable to the Buyer.

9.6 The licence granted in paragraph 9.5 is granted solely to the extent necessary for providing and performing the Services in accordance with this Call-Off Contract. The Supplier shall not use the licensed materials for any other purpose.

9.7 In the event of the Termination or expiry of this Call-Off Contract, the rights and licences referred to in paragraph 9.5 shall terminate automatically and the Supplier shall deliver to the Buyer all Buyer Data and Buyer Material licensed to the Supplier pursuant to paragraph 9.5 in its possession or control.

9.8 The Buyer may disseminate and make such further copies of the Documentation as is reasonably necessary for the use of the Services and for training the Buyer's personnel in use of the Services. The Buyer shall ensure that all Supplier's proprietary notices are reproduced in any such copy.

## **10. Buyer Data**

10.1 The Supplier acknowledges that the Buyer Data is the property of the Buyer and the Buyer reserves all Intellectual Property Rights which may, at any time, subsist in the Buyer Data.

10.2 The Supplier shall not acquire any right in, or title to, any part of the Buyer Data. To the extent that any Intellectual Property Rights in any of the Buyer Data vest in the Supplier by operation of Law, such Intellectual Property Rights are hereby assigned by the Supplier to the Buyer by operation of this paragraph 10.2 immediately upon the creation of such Buyer Data.

10.3 The Supplier shall not store, copy, disclose, or use the Buyer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Contract or as otherwise expressly authorised in writing by the Buyer.

10.4 The Supplier shall take responsibility for preserving the integrity of Buyer Data which comes into its possession or control and preventing the corruption or loss of Buyer Data. The Supplier shall have in place an appropriate archiving and back-up policy, a copy of which is to be provided to the Buyer and as such policy may be updated by the Supplier from time to time.

10.5 The Supplier shall perform secure back-ups of all of the Buyer Data and shall ensure that up-to-date back-ups are stored off-site in accordance with the Supplier's Disaster Recovery and Business Continuity Plan and Call Off Schedule 8 (Business Continuity and Disaster Recovery).

10.6 The provisions of clause 14 of the Core Terms shall apply. References in the Core Terms to "Government Data" shall be construed as references to "Buyer Data".

## **11. Third Party Software Terms**

11.1 In the event delivery of the Services requires the use of or installation of any third-party software, the Supplier shall notify the Buyer of such third-party software terms and afford the Buyer reasonable opportunity to review such third-party software terms. Where the Buyer confirms to the Supplier in writing its acceptance to such third-party software terms, the Supplier is hereby authorised to accept such third-party software terms on behalf of the Buyer, which may be in electronic format, embedded in the software, or contained within the software documentation.

11.2 With the exception of any pass-through warranties and licences of third-party software as set out in Call Off Schedule 6 (ICT Services), the Buyer's use of third-party software will be governed by the third-party software terms and if there is any conflict or inconsistency between the terms of this Call-Off Contract and the third-party software terms with respect to the third-party software only, then the third-party software terms will take precedence.

**Call-Off Schedule 14 (Service Levels)****1. Definitions**

- 1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

|  |  |
|--|--|
| <b>"Critical Service Level Failure"</b>    | has the meaning given to it in the Order Form;   |
| <b>"Service Credits"</b>                   | 1 any service credits specified in the Annex to Part A of this Schedule being payable by the Supplier to the Buyer in respect of any failure by the Supplier to meet one or more Service Levels; |
| <b>"Service Credit Cap"</b>                | 2 has the meaning given to it in the Order Form;<br><br>3  |
| <b>"Service Level Failure"</b>             | 4 means a failure to meet the Service Level Performance Measure in respect of a Service Level;   |
| <b>"Service Level Performance Measure"</b> | 5 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule; and  |
| <b>"Service Level Threshold"</b>           | 6 shall be as set out against the relevant Service Level in the Annex to Part A of this Schedule.  |

**2. What happens if you don't meet the Service Levels**

- 2.1 The Supplier shall at all times provide the Deliverables to meet or exceed the Service Level Performance Measure for each Service Level.
- 2.2 The Supplier acknowledges that any Service Level Failure shall entitle the Buyer to the rights set out in Part A of this Schedule including the right to any Service Credits and that any Service Credit is a price adjustment and not an estimate of the Loss that may be suffered by the Buyer as a result of the Supplier's failure to meet any Service Level Performance Measure.
- 2.3 The Supplier shall send Performance Monitoring Reports to the Buyer detailing the level of service which was achieved in accordance with the provisions of Part B (Performance Monitoring) of this Schedule.
- 2.4 A Service Credit shall be the Buyer's exclusive financial remedy for a Service Level Failure except where:
- 2.4.1 the Supplier has over the previous (twelve) 12 Month period exceeded the Service Credit Cap; and/or
- 2.4.2 the Service Level Failure:
- (a) exceeds the relevant Service Level Threshold;

- (b) has arisen due to a Prohibited Act or wilful Default by the Supplier;
  - (c) results in the corruption or loss of any Government Data; and/or
  - (d) results in the Buyer being required to make a compensation payment to one or more third parties; and/or
- 2.4.3 the Buyer is entitled to or does terminate this Contract pursuant to Clause 10.4 (CCS and Buyer Termination Rights).
- 2.5 Not more than once in each Contract Year, the Buyer may, on giving the Supplier at least three (3) Months' notice, change the weighting of Service Level Performance Measure in respect of one or more Service Levels and the Supplier shall not be entitled to object to, or increase the Charges as a result of such changes, provided that:
  - 2.5.1 the total number of Service Levels for which the weighting is to be changed does not exceed the number applicable as at the Start Date;
  - 2.5.2 the principal purpose of the change is to reflect changes in the Buyer's business requirements and/or priorities or to reflect changing industry standards; and
  - 2.5.3 there is no change to the Service Credit Cap.

### **3. Critical Service Level Failure**

On the occurrence of a Critical Service Level Failure:

- 3.1 any Service Credits that would otherwise have accrued during the relevant Service Period shall not accrue; and
- 3.2 the Buyer shall (subject to the Service Credit Cap) be entitled to withhold and retain as compensation a sum equal to any Charges which would otherwise have been due to the Supplier in respect of that Service Period ("**Compensation for Critical Service Level Failure**"),  
provided that the operation of this paragraph 3 shall be without prejudice to the right of the Buyer to terminate this Contract and/or to claim damages from the Supplier for material Default.

## **Part A: Service Levels and Service Credits**

### **1. Service Levels**

If the level of performance of the Supplier:

- 1.1 is likely to or fails to meet any Service Level Performance Measure; or
- 1.2 is likely to cause or causes a Critical Service Failure to occur,

the Supplier shall immediately notify the Buyer in writing and the Buyer, in its absolute discretion and without limiting any other of its rights, may:

- 1.2.1 require the Supplier to immediately take all remedial action that is reasonable to mitigate the impact on the Buyer and to rectify or prevent a Service Level Failure or Critical Service Level Failure from taking place or recurring;
- 1.2.2 instruct the Supplier to comply with the Rectification Plan Process;
- 1.2.3 if a Service Level Failure has occurred, deduct the applicable Service Level Credits payable by the Supplier to the Buyer; and/or
- 1.2.4 if a Critical Service Level Failure has occurred, exercise its right to Compensation for Critical Service Level Failure (including the right to terminate for material Default).

### **2. Service Credits**

- 2.1 The Buyer shall use the Performance Monitoring Reports supplied by the Supplier to verify the calculation and accuracy of the Service Credits, if any, applicable to each Service Period.
- 2.2 Service Credits are a reduction of the amounts payable in respect of the Deliverables and do not include VAT. The Supplier shall set-off the value of any Service Credits against the appropriate invoice in accordance with calculation formula in the Annex to Part A of this Schedule.



## Annex A to Part A: Services Levels Table

| Service Levels                      |   |   |                         |                 |
|-------------------------------------|---|---|-------------------------|-----------------|
| Service Level Performance Criterion | Key Indicator   | Service Level Performance Measure   | Service Level Threshold | Publishable KPI |
| Technical Support                   | Provision of a single, unified customer experience  | All communications made by the Account Manager to Suppliers on behalf of ARP logged and summarised. | 100%                    | Yes             |
| Feature Enhancements                | Provide VMWare advisory service & assessment for licensing usage  | Advice given on an Ad-Hoc basis   | 100%                    | Yes             |
| Security Updates                    | Security updates reminders sent   | Any relevant security updates be notified to the Authority within 48 hours                          | 100%                    | Yes             |
| Social Value KPI 1                  | Supplier shall deliver a minimum of one (1) STEM educational activity annually and provide details to ARP                         | 100% delivery of STEM activity and report received  | 100%                    | No              |
| Social Value KPI 2                  | Supplier shall complete the Modern Slavery Assessment Tool (MSAT) annually, with a minimum of 4 themes being awarded GREEN status | 100% completion of MSAT Tool per annum and min of 4 themes awarded GREEN status.                    | 100%                    | No              |

## Part B: Performance Monitoring

### 3. Performance Monitoring and Performance Review

- 3.1 Within twenty (20) Working Days of the Start Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 3.2 The Supplier shall provide the Buyer with performance monitoring reports ("**Performance Monitoring Reports**") in accordance with the process and timescales agreed pursuant to paragraph 1.1 of Part B of this Schedule which shall contain, as a minimum, the following information in respect of the relevant Service Period just ended:
  - 3.2.1 for each Service Level, the actual performance achieved over the Service Level for the relevant Service Period;
  - 3.2.2 a summary of all failures to achieve Service Levels that occurred during that Service Period;
  - 3.2.3 details of any Critical Service Level Failures;
  - 3.2.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
  - 3.2.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
  - 3.2.6 such other details as the Buyer may reasonably require from time to time.
- 3.3 The Parties shall attend meetings to discuss Performance Monitoring Reports ("**Performance Review Meetings**") on a Monthly basis. The Performance Review Meetings will be the forum for the review by the Supplier and the Buyer of the Performance Monitoring Reports. The Performance Review Meetings shall:
  - 3.3.1 take place within one (1) week of the Performance Monitoring Reports being issued by the Supplier at such location and time (within normal business hours) as the Buyer shall reasonably require;
  - 3.3.2 be attended by the Supplier's Representative and the Buyer's Representative; and
  - 3.3.3 be fully minuted by the Supplier and the minutes will be circulated by the Supplier to all attendees at the relevant meeting and also to the Buyer's Representative and any other recipients agreed at the relevant meeting.
- 3.4 The minutes of the preceding Month's Performance Review Meeting will be agreed and signed by both the Supplier's Representative and the Buyer's Representative at each meeting.

- 3.5 The Supplier shall provide to the Buyer such documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified Service Period.

#### **4. Satisfaction Surveys**

- 4.1 The Buyer may undertake satisfaction surveys in respect of the Supplier's provision of the Deliverables. The Buyer shall be entitled to notify the Supplier of any aspects of their performance of the provision of the Deliverables which the responses to the Satisfaction Surveys reasonably suggest are not in accordance with this Contract.

**Call-Off Schedule 20 (Call-Off Specification)**

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract.

The scope of this procurement in the context of the wider CRS Technical Refresh will be to provide Microsoft Windows Server and SQL, Veeam and Broadcom Licensing to the newly provisioned hardware platform. Ensuring correct licensing is applied to the CRS National infrastructure ensures that the ARP solution is compliant with any future audits such as Microsoft software asset management reviews. It also provides access to the below features to meet ongoing support and security requirements.

- Security patches
- Feature updates
- Technical support
- Bug fixes

**Licensing requirements**

Requirement metrics are detailed in the table below.

- Windows server licenses should be calculated using the Physical core count.
- SQL server licensing can be calculated on either physical cores or SQL provisioned virtual cores.

| Product                        | Physical Cores | Virtual Cores | User CAL | Device CAL |
|--------------------------------|----------------|---------------|----------|------------|
| Windows Server 2022 Datacentre | 2560           | x             | x        | 1000       |
| SQL Server 2022 Std            | 2560           | 336           | 552      | x          |

The below tables represent an original calculation based on the original programme conception for reference.

**Fire Zones 1-2**

| Item   | Quantity |
|--|----------|
| MS Win Svr 2022 Datacenter 16Core OSB EN       | 16       |
| MS Win Svr 2022 Datacenter 16 Core EN POS only | 48       |
| MS Win Svr 2022 OSB Device-CAL 5pcs EN         | 200      |
| MS SQL Svr 2022 Std. Emb Runtime               | 448      |
| MS SQL Svr 2022 Std. CAL Emb Runtime           | 552      |

**Fire Zone 3**

| Item   | Quantity |
|--|----------|
| MS Win Svr 2022 Datacenter 16Core OSB EN       | 12       |
| MS Win Svr 2022 Datacenter 16 Core EN POS only | 36       |
| MS Win Svr 2022 OSB Device-CAL 5pcs EN         | 0        |

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|                                      |     |
|--------------------------------------|-----|
| MS SQL Svr 2022 Std. Emb Runtime     | 168 |
| MS SQL Svr 2022 Std. CAL Emb Runtime | 832 |

## Fire Zone 4

| Item   | Quantity |
|--|----------|
| MS Win Svr 2022 Datacenter 16Core OSB EN       | 12       |
| MS Win Svr 2022 Datacenter 16 Core EN POS only | 36       |
| MS Win Svr 2022 OSB Device-CAL 5pcs EN         | 0        |
| MS SQL Svr 2022 Std. Emb Runtime               | 168      |
| MS SQL Svr 2022 Std. CAL Emb Runtime           | 832      |

Veeam Licensing for all Fire Zones

Broadcom Licensing for all Fire Zones