



**Crown
Commercial
Service**

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

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Part A - Order Form

Digital Marketplace service ID number:	3098 966 0811 5088
Call-Off Contract reference:	CQC ICTC 731
Call-Off Contract title:	People Management System
Call-Off Contract description:	Full HCM System covering Learning, Talent, application tracking

Start date:	01 November 2019
Expiry date:	31 October 2021
Call-Off Contract value:	£296,310.00 ex VAT (based on initial two year period)
Charging method:	Invoice - BACS
Purchase order number:	TBC

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

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

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

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

From: the Buyer	Care Quality Commission 151 Buckingham Palace Road 3 rd Floor London SW1W 9SZ
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To: the Supplier	Cornerstone OnDemand Limited 4 Coleman Street, London, EC2R 5AR Company number: 07143111
Together: the 'Parties'	

Principal contact details

For the Buyer:	
For the Supplier:	

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 01 November 2019 and is valid for 24 months .
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums or at least 60 days from the date of written notice for Ending without

	<p>cause.</p> <p>In addition, the notice period needed for Ending the Call-Off Contract for material breach is at least 30 days from the date that one party issues a notice to the other party stating details of a material breach (and such breach is then not cured).</p> <p>The parties agree and accept that the pricing set out in this Call-Off Contract is guaranteed on the basis that there will not be any termination without cause by the Buyer.</p>
Extension period:	<p>This Call-Off Contract can be extended by the Buyer for 2 periods of 12 months, by giving the Supplier 3 months' written notice before its expiry.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Cloud Software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are detailed in Schedule1 and outlined below:

	<ul style="list-style-type: none"> - Provision of Recruiting, Learning and Performance human capital management solutions.
Additional Services:	Not Applicable
Location:	Services will be performed remotely at Supplier's location, not CQC premises. The Services will be delivered to all CQC staff regardless of location as the service provided is an online application.
Quality standards:	The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.
Technical standards:	The Supplier is to comply with all referenced technical standards as detailed within Cornerstone's latest Technology Overview, which is incorporated by reference and may be updated by Cornerstone from time to time (but not materially diminished). The latest version of the Technology Overview can be provided to the Buyer upon request.. Notwithstanding the foregoing, Buyer will still receive updates and enhancements automatically to the software. Buyer will also have access to a 'Customer Success Centre', which will inform Buyer of upcoming updates announced.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract is as set out within Schedule 8 (Service Level Agreement).
Onboarding:	As specified in Schedule 9 (Statement of Work).

Offboarding:	Buyer may retrieve Buyer Personal Data any time prior to termination or expiration of the Call-Off Contract at no extra cost via the functionality in-built within the software. If the Buyer requests an alternative and bespoke assistance with data retrieval, such data retrieval shall be agreed by the Supplier at a scope and price to be agreed by the parties. Buyer may engage with its designated Account Manager if it requires any clarification on the retrieval process.
Collaboration agreement:	The Buyer does not require the Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability:	<p>The aggregate total liability of either Party for all Property defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier hereunder for the twelve month period immediately preceding the date the cause of action arose.</p> <p>The aggregate total liability for Buyer Data defaults will not exceed £150,000 or 100% of the Charges payable by the Buyer to the Supplier hereunder for the twelve month period immediately preceding the date the cause of action arose (whichever is the greater).</p> <p>The aggregate total liability for all other defaults will not exceed £150,000 or 100% of the Charges payable by the Buyer to the Supplier hereunder for the twelve month period immediately preceding the date the cause of action arose (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● A minimum insurance period during the term of this Call-Off Contract ● Professional indemnity insurance cover to be held by the

	<p>Supplier. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 in aggregate</p> <ul style="list-style-type: none"> ● Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law ● Public Liability Insurance with a minimum limit of indemnity of £1,000,000 in aggregate.
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 20 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>Supplier shall at its own cost obtain and make available upon Buyer's request an audit report from an independent auditor regarding Supplier's compliance with the data security requirements of the controls defined in SSAE 18 or ISO 27001 (or equivalent standard). Such audit report must be issued on the basis of a recognized standard for such reports.</p>
Buyer's responsibilities:	Where applicable, Buyer Responsibilities are as set out in Schedule 1.
Buyer's equipment:	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • the Buyer is responsible for granting of access to the Buyer's head office at 151 Buckingham Palace Road, London and any other premises for the delivery of the service • Active Users' compliance with the Agreement and liable for Active Users' breach thereof; • ensuring that it has obtained all necessary consents and approvals for Supplier to access Buyer Data for the purposes

	<p>permitted under this Agreement;</p> <ul style="list-style-type: none"> • Ensuring an adequate internet connection is in place to access the software; • Ensuring that only Buyer and its affiliates use the software for its own lawful business purposes; • Not using or deploying the software in violation of applicable laws; • Not reselling any software; • Not creating any derivative works based upon the software;
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Supplier's information

Subcontractors or partners:	
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	The payment profile for this Call-Off Contract is annually in advance, commencing on the Start Date.

Invoice details:	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to:</p> <p>Care Quality Commission T70 Payables F175 Phoenix House Topcliffe Lane Wakefield West Yorkshire WF3 1WE</p> <p>Email: CQCFinanceLiasonTeam@cqc.org.uk</p>
Invoice information required – for example purchase order, project reference:	<p>All invoices must include the relevant Purchase Order number – TBC</p> <p>Please ensure all invoices clearly state any Purchase Order number that has been provided to Supplier.</p>
Invoice frequency:	Invoice will be sent to the above annually in advance.
Call-Off Contract value:	<p>The total value of this Call-Off Contract is:</p> <p>£296,310.00 ex VAT (based on initial two year period)</p>
Call-Off Contract charges:	The breakdown of the Charges are specified in Schedule 2

Additional Buyer terms

Performance of the service and deliverables:	Please refer to Schedule 1.
Guarantee:	Not Applicable
Warranties, representations:	As set out in the incorporated Framework Agreement clause 4.1. The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.
Supplemental requirements in addition to the Call-Off terms:	Not Applicable.
Alternative clauses:	Not Applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Not Applicable.
Public Services Network (PSN):	Not Applicable.
Personal Data and Data Subjects:	Annex 1 of Schedule 7 applies.

1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a

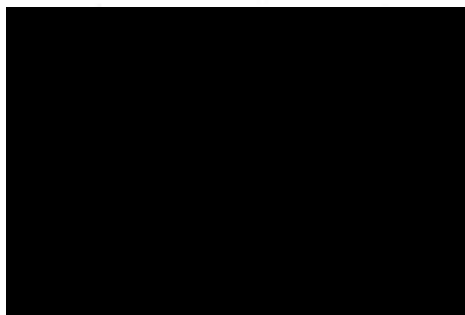
Call-Off Contract with the Buyer.

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

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier – Cornerstone OnDemand Limited	Buyer – Care Quality Commission
Name:		
Title:		
Signature:		
Date:		



Schedule 1 – Services

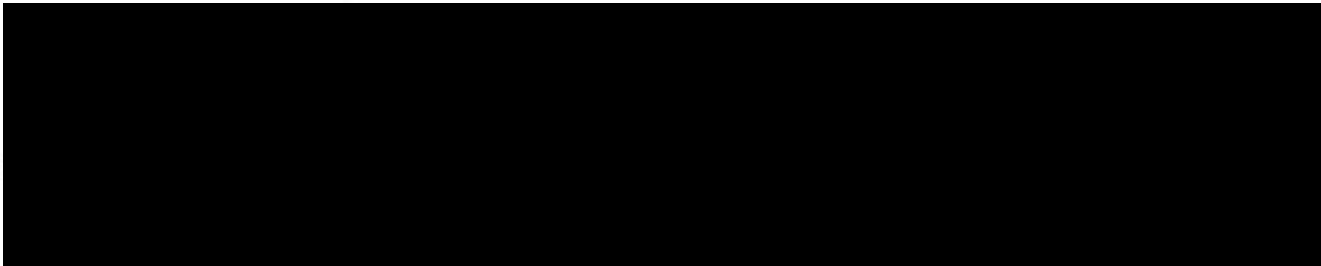
Cornerstone will provide the products and active user quantities as set out in Schedule 2 below.

Schedule 2 – Call-Off Contract charges

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

Product Name	Max Quantity	Annual Fee(s)
Reporting API (Odata)		
Web Services with Integration Connector (s)		
Choice Customer Success Package		
Cornerstone Recruiting Suite		
Learning		
Performance		
Certifications		
Data Load Wizard		
ANNUAL FEE SUBTOTAL		
Services (see attached Statement of Work)		
FIRST YEAR GRAND TOTAL		

Please see Schedule 9 for details of the one-time ‘Services’ to be performed.



Schedule 3 – NOT USED

Schedule 4 - NOT USED

Schedule 5 – NOT USED

Schedule 6- Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

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

	(SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here : http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force

	<p>Majeure</p> <ul style="list-style-type: none"> ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	The General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	<p>The Government's preferred method of purchasing and payment for low value goods or services</p> <p>https://www.gov.uk/government/publications/government-procurement-</p>

	card--2.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being

	<p>registered in any country or jurisdiction</p> <ul style="list-style-type: none"> ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Directive (EU) 2016/680
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed

	accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.

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

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

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

Schedule 7 - GDPR Information -

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

Annex 1 - Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: **Nimali De Silva, 3rd Floor 151 Buckingham Palace Road, London SW1W 9SZ.**
- 1.2 The contact details of the Supplier's Data Protection Officer are: Jose Rodriguez, Data Protection Officer
- 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>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> - Personal Data will be processed for the purpose of providing and hosting a human talent management solution to the Controller

	<p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> - Not applicable <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> - Not applicable <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller.</i>
<p>Duration of the Processing</p>	<p>The duration is the life of the contract (2 years) and any extensions agreed by both parties.</p>

	1 st November 2019 – 31 October 2021 (initial 2 year term)
Nature and purposes of the Processing	<ul style="list-style-type: none"> • Delivery and use of human capital management software; • Implementation services related to configuration of human capital management software; • Product support; and • Technical projects
Type of Personal Data	<ul style="list-style-type: none"> • Personal identifiers and contact details • Address information; • Salary information; • Other HR data
Categories of Data Subject	Employees, suppliers, contractors, agents, directors, officers, customers, members, and/or partners of the data controller and/or its affiliates.
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<p>Buyer may retrieve Buyer Data any time prior to termination or expiration of this Call-Off Contract via the system functionality. If requested, Supplier will assist with such data retrieval at a scope and price to be agreed.</p> <p>Promptly upon the expiration or earlier termination of the Call-Off Contract, or earlier upon Client's request, Cornerstone shall securely destroy or render unreadable or undecipherable, each and every original and copy in every media of all Personal Data in Cornerstone's possession, custody or control. Backups of Personal Data are to be deleted according to and in compliance with Cornerstone's general backup cycle, which means that backups will be deleted at the latest within approximately six (6)</p>

	<p>months from the decommissioning of Client's portal.</p> <p>Cornerstone shall provide to Client, upon Client's request, written confirmation that deletion has occurred in accordance with this section. In the event applicable law does not permit Cornerstone to comply with delivery or destruction of Personal Data as set forth herein, Cornerstone shall ensure the privacy, confidentiality and security of Personal Data in accordance with the standards agreed in this Addendum and shall not use or disclose any Personal Data after termination of the Call-Off Contract.</p>
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Annex 2 - NOT USED

Schedule 8 - Service Level Agreement

This Service Level Agreement is subject to the terms and conditions of Client's agreement with Cornerstone (the "Agreement"), and does not become operative until Client has signed off on Implementation, training is completed for all products purchased, and Client's portal is live on Cornerstone's production environment. For clarity, this Service Level Agreement applies only to "live" portals.

DEFECTS

A "Defect" is a technical defect with the Cornerstone application and/or those portions of software integrations within Cornerstone's control. Defects fall into two general categories: major (Severity 1 and Severity 2) and minor (Severity 3). The "Severity" of a Defect is determined by Cornerstone, subject to the following definitions and parameters.

Major Defects

- **Severity 1 (S1):** A Defect that results in at least one of the following: (i) the Cornerstone URL produces no results, or (ii) Client's authorized users cannot log in to Cornerstone's application after repeated attempts. "Severity 1" does not include downtime for maintenance.
- **Severity 2 (S2):** A Defect that results in any of the following: (i) an entire application module (e.g., Learning Cloud, Performance Cloud, Extended Enterprise Cloud, etc.) is inaccessible; (ii) no course is being delivered; (iii) no queue will process any transactions; (iv) no report within the application produces any data or the data has not been refreshed in fewer than twenty-four (24) hours; or (v) no tasks will launch.

	S1	S2
Initial Notification	One (1) hour via an Incident Report	

Status Updates	Every two (2) hours until resolution or as indicated in the Incident Report	
Resolution	Twelve (12) hours	Twenty-four (24) hours
Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations set forth above, then, for each calendar day (or portion thereof) that Cornerstone has not so complied, Client shall be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for the affected Software set forth in the Agreement.	

Minor Defects

- **Severity 3 (S3):** A Defect in one or more application features. For "Severity 3" Defects, Client determines its priority in having the Defect resolved (i.e., Priority 1 (P1), Priority 2 (P2), or Priority 3 (P3)). Any issue not clearly labeled "Priority 1" or "Priority 2" by Client at the time of initial submission will be deemed a "Priority 3" issue.

As a guideline, below are some examples of the three priority levels:

- **Priority 1** = A prominent feature I routinely use that is important to my business, where multiple users are prevented from progressing with important tasks. There is no work-around. "I get mad whenever I think about it not working." *An example: The submit button on a task is greyed out and a user cannot submit a performance review.*
- **Priority 2** = A feature that is annoying when it doesn't work, but multiple users are not prevented from progressing with important tasks. A work-around exists. "I get annoyed but can deal with it not working." *An example: Users' transcripts do not accurately reflect course completions. A temporary work-around is available via Cornerstone manually running reports for the client to access this data.*
- **Priority 3** = A feature issue that is neither Priority 1 nor Priority 2, including without limitation, cosmetic issues with the application. "I can deal with it." *An example: An image is scaled too large on certain printed transcripts.*

	S3/P1	S3/P2	S3/P3
Case Generation	Upon submission		
Status Updates	Available 24/7 via self-service portal.		
Resolution	Thirty (30) calendar days	Sixty (60) calendar days	Within a reasonable time period
Remedy	In the event that Cornerstone has not complied with its "Resolution" obligations for S3/P1 and S3/P2 set forth above, then Client shall give Cornerstone prompt, written notice of such non-compliance. If, after five (5) business days from receipt of such notice of non-compliance, Cornerstone still has not resolved the problem, then Client shall be entitled, as its sole and exclusive remedy therefor, to a one-time credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.		N/A

UPGRADE/DOWNGRADE OF PRIORITY LEVEL

If, during the case submission process, Cornerstone reasonably determines the issue either warrants assignment of a higher priority level than currently assigned or no longer warrants the priority level currently assigned based on its current impact on the production operation of application, then the priority level will be upgraded or downgraded accordingly to the priority level that most appropriately reflects its current impact.

GENERAL QUERIES

Cornerstone endeavors to respond to all general queries about the application within one (1) business day.

OFFLINE PLAYER SUPPORT

For Offline Player, Cornerstone support is limited to troubleshooting one model PC in the client's environment that meets the minimum technical requirements specified by Cornerstone (available in the Cornerstone Success Center). It is the responsibility of the primary administrator to ensure all other machines in their environment conform to the model PC requirements. Should the client desire troubleshooting assistance with issues other than on the model PC, Cornerstone may be available to provide support services for an additional fee.

Cornerstone will periodically release new versions of Offline Player. Accordingly, technical support will be available for the then-current version and immediately prior version only. In addition, if a code change is required to resolve the issue, the client may be required to upgrade to the then-current version of Offline Player. The primary administrator is responsible for ensuring that the Offline Player is kept up-to-date, including applying available software updates.

The client agrees to provide WebEx access (or other means of remote diagnostics) to the model PC upon request to aid troubleshoot efforts.

SOFTWARE AVAILABILITY

Cornerstone will provide at least 99.5% availability per calendar month to Software (excluding reasonable and scheduled maintenance periods, which usually occur at or after 5:30pm US Pacific Standard Time on Fridays). In the event that Cornerstone has not complied with this Software availability obligation, then, for each 0.3% (or portion thereof) of availability below 99.5%, Client will be entitled, as its sole and exclusive remedy therefor, to a credit against Client's next invoice equal to 1/365th of the annual fees for Software set forth in the Agreement.

To claim a credit, Client must submit a credit request within thirty (30) days of the event giving rise to a credit. Upon receiving the request, Cornerstone shall have five (5) business days to respond.

Schedule 9 – Statement of Work

STATEMENT OF WORK

Cornerstone Now (Rapid Approach)

SCOPE OF SERVICES AND DELIVERABLES

Cornerstone Now Implementation Services and Estimated Timeline for Recruiting Module

The Cornerstone Now Implementation is a 3 Phase approach. This is an accelerated implementation method with controlled scope and intended for clients committed to standardized business processes.

Phase	Cornerstone Deliverables	Client Deliverables
Initiate and Discovery (Remote pre-work)	Phase One Schedule and lead calls: <ul style="list-style-type: none"> • Kick Off Call <ul style="list-style-type: none"> ◦ Review Cornerstone Now implementation expectations, project parameters and required pre-work including: selecting team members, user acceptance test dates, scheduled go-live date and all required E-learning courses and documentation found in the Training Plan • Client Discovery Call <ul style="list-style-type: none"> ◦ Review client process and samples of current client documents • Organizational Unit (OU) and User Data Call <ul style="list-style-type: none"> ◦ Review OU and User Data templates • Boot Camp Readiness Check-In <ul style="list-style-type: none"> ◦ Review requirements for Week 2 boot camp ◦ Determine client readiness and determine go or no go for 	Phase One Attend calls: <ul style="list-style-type: none"> • Kick Off Call • Client Discovery Call • Boot Camp Readiness Check-in Tasks and Deliverables include: <ul style="list-style-type: none"> • Assemble project team knowledgeable of Client's internal processes and empowered to make real time decision • Review Welcome Kit and Training Plan activities including required E-Learning courses • Completion of the following activities: <ul style="list-style-type: none"> ◦ Identify and provide the list of participants for Boot Camp ◦ Access Client Success Center and complete

Phase	Cornerstone Deliverables	Client Deliverables
	<p>boot camp session attendance</p> <p>Tasks and Deliverables include:</p> <ul style="list-style-type: none"> • Deliver access to Client Success Center (CSC), provide Welcome Kit and provide Training Plan with required E-Learning courses and documentation • Review Discovery Questionnaire Guide and samples of current client documents 	<p>required E-Learning courses and documentation provided in Training Plan</p> <ul style="list-style-type: none"> ◦ Submit Discovery Questionnaire Guide and samples of current client documents • Items marked as required in the training plan must be completed prior to the start of Week 2 boot camp. <p>Required for Client to finalize / bring to Week 2 Boot Camp for configuration sessions:</p> <ul style="list-style-type: none"> • Recruiting Module <ul style="list-style-type: none"> ◦ Open-ended (Form) and Knock-Out (Pre-Screening) Questions ◦ Documentation on Application Process and Disposition Codes ◦ Offer Letter and Interview Guides ◦ Job Aids/Requisition Templates ◦ URL and HTML coding (if available) for current Career Sites
<p>Design (Client Onsite at Cornerstone offices)</p>	<p>Phase Two</p> <p>Tasks and Deliverables include:</p> <ul style="list-style-type: none"> • Review and guide client through application practice scenarios • Review and advise client on configuration and set up for: <ul style="list-style-type: none"> ◦ Emails and custom reports ◦ Recruiting Module <ul style="list-style-type: none"> ◦ Open-Ended (Form)/Knock-Out (Pre-Screening) questions 	<p>Phase Two</p> <p>Tasks and Deliverables include:</p> <ul style="list-style-type: none"> • Client completes application practice scenarios • Items for Client to build / test during configuration sessions: • Emails and custom reports • Recruiting Module <ul style="list-style-type: none"> ◦ Open-Ended (Form)/Knock-Out (Pre-Screening) questions

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> ○ Application workflow templates ○ Offer letter template and interview guides ○ Requisition and offer letter approval process ○ Requisition templates and open requisitions ○ Referral sites ○ Career sites • Review and User Acceptance Testing (UAT) presentation • Provide UAT scripts for: <ul style="list-style-type: none"> ○ Recruiting Module ○ Opening a requisition ○ Moving through an approval process ○ Applying to a position as an internal or external applicant ○ Managing / Extending an offer to an applicant • Review change management presentation 	<ul style="list-style-type: none"> ○ Application workflow templates ○ Offer letter template and interview guides ○ Requisition and offer letter approval process ○ Requisition templates and open requisitions ○ Referral sites ○ Career sites • Client reviews UAT presentation and scripts • Client demonstrates Recruiting portal set-up to key stakeholders (if required) • Client review change management presentation • Client is responsible for all change management activities
Remote User Acceptance Testing and Prepare for Go Live	Phase Three Tasks and Deliverables include: <ul style="list-style-type: none"> • Provide twice daily phone support, if needed • Morning call to align day's activities • Afternoon call to discuss any questions, resolve any issues and provide any additional guidance • Calls will also include support for UAT and scripts • Ongoing validation of Live portal data • Provide guidance for ongoing project communication, client training and system launch • Review final demonstration 	Phase Three Tasks and Deliverables include: <ul style="list-style-type: none"> • Participate in twice daily phone support, if needed • Morning call to align day's activities • Afternoon call to discuss any questions, resolve any issues and provide any additional guidance • Continued execution of UAT and scripts • Execute and provide continuous project communication and system launch timeline to key stakeholders

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> • Portal is configured and project complete 	<ul style="list-style-type: none"> • Final system demonstration • Complete change management activities • Portal is configured and project complete

Realise Approach

SCOPE OF SERVICES AND DELIVERABLES

Realise Implementation Services and Estimated Timeline for Onboarding Module

The Scope of Services outlined below provides a breakdown of the key components of the Implementation Services and the corresponding deliverables to be provided by Cornerstone and Client.

Phase	Cornerstone Deliverables	Client Deliverables
Build Prototype	Week One: <ul style="list-style-type: none"> • Collect any client process documentation (via completed process Questionnaire) • Prepare prototype configuration of the Live portal based upon client response to process Questionnaire • Project initiation call with client. Confirm project scope with client project team • Identify and communicate to client the most important online courses for the project scope • Create meeting schedule for project lifecycle • Establish and document project controls and processes for status reporting, issue resolution, and risk management processes • Schedule kickoff meeting • Communicate requirement to complete Organizational Units, Security preferences and training • Complete remote kick-off meeting • Review technical projects in-scope • Deliver technical projects questionnaires • Deliver technical documentation (data design documents and templates) 	Week One: <ul style="list-style-type: none"> • Complete process questionnaire (if not already completed) • Provide branding and marketing requirements (if not already provided through questionnaire) • Deliver documented onboarding process including process maps and supporting forms or documentation • Client completes administrator training as prescribed in the training plan • Participates in remote kick-off meeting • Assemble project team • Define measures of project success • Attend technical project kickoff calls • Provide organization chart(s) to assist in designing Organization Unit structure • Provides sample user profile record and definition • Client content provider listing and courses • Provide use case scenarios to model recommended configuration Week Two: <ul style="list-style-type: none"> • Attend remote sessions • Confirm meeting schedule • Take online training as needed

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> • Implementation Consultant schedules and leads Organizational Unit Workshop <p>Week Two:</p> <ul style="list-style-type: none"> • Schedule and lead technical kickoff calls when applicable or direct client to recorded technical workshops • Complete options for any additional training that has been purchased • Review prototype with client • Deliver client tool kit for success 	<ul style="list-style-type: none"> • Complete design specifications for technical projects in scope.
Proof of Concept	<p>Week Three:</p> <ul style="list-style-type: none"> • Technical follow up meeting • Prep work for Proof of Concept sessions <p>Week Four:</p> <ul style="list-style-type: none"> • Conduct Proof of Concept sessions to review initial portal configuration • Cornerstone will update live portal (if required) based on outputs from Proof of Concept Sessions • Scope of updates will be limited to: • Configure sample data in pilot for Onboarding module <ul style="list-style-type: none"> ◦ If not available, create one (1) Job requisition and template example ◦ As required, create one (1) extension and one (1) onboarding welcome page ◦ As required, create onboarding learning curriculum/ Community (provided modules available) ◦ Question and forms ◦ Create one (1) Onboarding workflow for internals and (1) workflow for externals • Deliver sample test scripts • Submit request for Client Success Manager 	<p>Week Three:</p> <ul style="list-style-type: none"> • Attend remote sessions • Complete administrator training as prescribed in the training plan <p>Week Four:</p> <ul style="list-style-type: none"> • Attend Proof of Concept remote sessions • Create customized acceptance test scripts • Complete administrator training as prescribed in the training plan • Complete setup in live portal including: <ul style="list-style-type: none"> ◦ Global Configurations – emails triggers, security roles, welcome page, preferences ◦ Language translations, as necessary ◦ Configuration of additional client security roles • Onboarding Module <ul style="list-style-type: none"> ◦ Create questions, forms and workflows ◦ As required, create onboarding navigation Cornerstone HRs, extension and welcome pages ◦ As required, set up onboarding curriculum / Community (provided modules available)

Phase	Cornerstone Deliverables	Client Deliverables
		<ul style="list-style-type: none"> • Complete and implement technical projects in scope.
Validate & Launch	<p>Week Five:</p> <ul style="list-style-type: none"> • Schedule copy down from live to pilot to copy above configuration to pilot prior to commencement of UAT • Copy pilot to stage if you need to preserve Historic Data • Discuss User Acceptance Testing including test scripts and participants • Schedule daily User Acceptance Testing touch base to solution review open issues with client (include Client Success Manager) • Solidify configuration with client in preparation for User Acceptance Testing in pilot • Complete technical projects in scope: <p>Week Six through Seven:</p> <ul style="list-style-type: none"> • Daily User Acceptance Testing touch base to review open testing issues with client (include Client Success Manager) • Triage (categorize and prioritize) reported issues and address prior to go-live • Finalize integration projects in production • Support Client during testing and validation <p>Week Eight:</p> <ul style="list-style-type: none"> • Complete Client Success Manager handoff • Technical Projects • Copy down executed to pilot (Can do copy over from pilot to stage prior to Live Copy Down if needed) • Obtain named care admins from client 	<p>Week Five:</p> <ul style="list-style-type: none"> • Attend follow-up remote sessions • Attend User Acceptance Testing prep meetings • Create and complete user acceptance test scripts <p>Week Six through Seven:</p> <ul style="list-style-type: none"> • Attend all User Acceptance Testing calls • Review UAT feedback with Implementation team • Make corrections or configuration changes based on UAT findings in Live portal • Test system interfaces end-to-end • Populate specific test data like tasks and users • Create and complete client-specific test assessment template <p>Week Eight:</p> <ul style="list-style-type: none"> • Attend Client Success Manager transition meeting • Client makes configuration adjustments on Pilot and Live portals • Update Live portal configuration based on testing feedback • Post Live issue remediation (partner with Client Success Manager to assist) • Client Go-Live

Phase	Cornerstone Deliverables	Client Deliverables
	<ul style="list-style-type: none"> • Support Client during testing and validation • Close out any open issues/items for Go Live • Client Go-Live • Discuss post live survey with client • Schedule and execute final Historical Data Loads • Conduct project close out 	

TECHNICAL PROJECTS SCOPE

Web Services – Service Delivery Package: Standard [40]

Brief Summary

Client has purchased our Web Services solution. The following outlines the deliverables of the Service Delivery Package required to enable and support interfacing with tool.

Standard Offering: Standard

This is the standard offering for clients that require the basic implementation support needed to have client effectively use Web Services. It is intended to get clients up and running with the Web Services basics. This service has up to 40 hours of support; all services are to be delivered remotely.

The following activities will be delivered to complete implementation:

- Kickoff Meeting
- Configure Portals
- Get Started
- Development and Testing Support

*Purchase of Web Services requires purchase of either Standard Service delivery package.

Web Services – Service Delivery Package: Standard [40]

Service	Service Definition
Kickoff Meeting	<p>Kickoff Meeting to include an overview of the following subjects:</p> <ul style="list-style-type: none"> • What is Web Services • What is CSOD's Web Services Offering • How does it Work • SOAP vs REST • Review API Key generation • Review Session Key generation • Overview of Service Available • Review a Sample Query and Use Case
Configure Portal	<p>Configuring the Portal includes the following activities:</p> <ul style="list-style-type: none"> • Turn on Web Services in Live, Pilot, and Stage • Set Account Permissions • Generate an API Key • Generate a Session Key
Get Started	<p>Configuring the Portal includes the following activities:</p> <ul style="list-style-type: none"> • Review Use Cases • Review CSOD Sample queries to get developer started; based on clients install module(s)
Development and Testing Support	<p>Support Client Development and Testing Activities:</p> <ul style="list-style-type: none"> • Troubleshoot and Explain error messages • Provide Consultation of Approach and Best Practices • Manage expectations

Tasks

- Cornerstone: Conduct Kick-Off meeting/Workshop to provide client with the review of the Web Services overview, presenting Web Services documentation, data dictionary and API/Session Keys.
- Cornerstone: Enable Web Services in all requisite environments and generate API and Session Keys.
- Cornerstone: Review client use cases.
- Cornerstone: Provide support to address questions during client development and testing of Web Service queries.
- Client: Test and confirm the ability to connect to the Web Services
- Cornerstone: Support the client side configuration and testing of the solution
- Client: Provide sign-off on completed configuration and Web Services integration

Schedule Overview

It is expected that this project will take about 6 weeks to complete. (Actual schedule may vary). Here are tasks to timeline:

Web Services – Service Delivery Package: Standard [40]

- Week 0: Project Assigned to Consultant, SOW Review, Setup Portal, Generate Test Keys, Prep for Kick-off Call
- Week 1: Conduct Kickoff Call, Provide/Review Documentation, Conduct Mini-Discovery
- Week 2: Enable Services on Live, Pilot, Stage
- Week 3: Conduct Authentication Workshop, Questions and Follow-up, Identify Integration Requirements
- Week 4: Conduct Custom Field Workshop, Address Mapping Q&A
- Weeks 5-6: Weekly Touch Points, Test Support, General Questions and Follow-up

Assumptions

- Scope is limited to the setup and configuration of the Web Services. Client is responsible for any infrastructure and/or development to call/execute Web Service.
- CSOD will not develop any queries. Any such requests are out of scope and will require a new SOW at additional costs.
- Client is aware that this solution provides direct-connect access to client instance of the Cornerstone database
- Client may wish to create data access controls outside of the Cornerstone platform to manage access control to this Web Services
- Client has skilled software resources to integrate with or directly call/execute using proprietary or 3rd party database management tools
- Cornerstone maintains the Web services documentation and data dictionary schema and provides updates available to client as the database changes. As with feature enhancements, clients will have up-to 3 weeks to review and test changes prior to changes being released to the clients' replicated database
- Except where otherwise noted (e.g., if Client has elected a support pursuant to an Order), Cornerstone's obligation to perform a Service expires at the earlier of expending (40) hours or acceptance of the Service by Client or one year from the date the Service was purchased.
- Under no circumstances may hours be transferred to VSP or separately charged projects.
- Additional consulting services can be purchased with packages of 20 hours.

Reporting API – Service Delivery Package: Standard [20]

Brief Summary

Client has purchased our Reporting API solution. The following outlines the deliverables of the Service Delivery Package required to enable and support interfacing with tool.

Standard Offering: Standard

This is the standard offering for clients that require the basic implementation support needed to have client effectively use Reporting API. It is intended to get clients up and running with the Reporting API basics. This service has up to 20 hours of support; all services are to be delivered remotely.

The following activities will be delivered to complete implementation

- Kickoff Meeting
- Configure Portals
- Get Started

Reporting API – Service Delivery Package: Standard [20]	
<ul style="list-style-type: none"> Development and Testing Support <p>*Purchase of Reporting API requires purchase of either Standard or Enhanced service delivery package</p>	
Service	Service Definition
Kickoff Meeting	<p>Kickoff Meeting to include an overview of the following subjects:</p> <ul style="list-style-type: none"> What is Reporting API What is CSOD's Reporting API Offering How does it Work Reporting Architecture Review API Key generation Review Session Key generation Overview of Data Entities Available Review a Sample Query and Use Case
Configure Portal	<p>Configuring the Portal includes the following activities:</p> <ul style="list-style-type: none"> Turn on Reporting API Services in Live, Pilot, and Stage Turn On Reporting API Tab Set Account Permissions Generate an API Key Generate a Session Key
Get Started	<p>Configuring the Portal includes the following activities:</p> <ul style="list-style-type: none"> Review Use Cases Review CSOD Sample queries to get developer started, based on clients install module(s)
Development and Testing Support	<p>Support Client Development and Testing Activities</p> <ul style="list-style-type: none"> Troubleshoot and Explain error messages Provide Consultation of Approach and Best Practices Manage expectations
<p>Tasks</p> <ul style="list-style-type: none"> Cornerstone: Conduct Kick-Off meeting/Workshop to provide client with the review of the Reporting API overview, presenting Reporting API documentation, data dictionary and API/Session Keys. Cornerstone: Enable Reporting API in all requisite environments and generate API and Session Keys. Cornerstone: Review client use cases. Cornerstone: Provide support to address questions during client development and testing of Reporting API queries. Client: Test and confirm the ability to connect to the Reporting API Cornerstone: Support the client side configuration and testing of the solution Client: Provide sign-off on completed configuration and Reporting API integration 	
<p>Schedule Overview</p> <p>It is expected that this project will take about 6 weeks to complete (Actual schedule may vary). Here are tasks to timeline:</p> <ul style="list-style-type: none"> Week 0: Project Assigned to Consultant, SOW Review, Setup Portal, Generate Test Keys, Prep for Kick-off Call Week 1: Conduct Kickoff Call, Provide/Review Documentation, Conduct Mini-Discovery Week 2: Conduct Authentication Workshop, Technical Setup and Data Entity Workshop, Questions and Follow-up, Identify Reporting Requirements Week 3: Conduct Custom Field Workshop, Address Mapping Q&A Weeks 4-6: Weekly Touch Points, General Questions and Follow-up 	
<p>Assumptions</p> <ul style="list-style-type: none"> Consulting Services will be delivered by Partner resources. Scope is limited to the setup and configuration of the Reporting API. Client is responsible for any infrastructure and/or development to access and extract data from Reporting API. CSOD will not develop any queries. Any such requests are out of scope and will require a new SOW at additional costs. 	

Reporting API – Service Delivery Package: Standard [20]

- Client is aware that this solution provides direct-connect access to client instance of the Cornerstone reporting database
- Client may wish to create data access controls outside of the Cornerstone platform to manage access control to this Reporting API
- Client has skilled software resources to integrate with or directly query the Reporting API queries using proprietary or 3rd party database management tools
- Cornerstone maintains the Reporting API documentation and data dictionary schema and provides updates available to client as the database changes. As with feature enhancements, clients will have up-to 3 weeks to review and test changes prior to changes being released to the clients' replicated database
- Except where otherwise noted (e.g., if Client has elected a support pursuant to an Order), Cornerstone's obligation to perform a Service expires at the earlier of expending (20) hours or acceptance of the Service by Client or one year from the date the Service was purchased.
- Under no circumstances may hours be transferred to VSP or separately charged projects.
- Additional consulting services can be purchased with packages of 20 hours

GDPR - Data Retention Management Implementation for Recruiting data

Brief Summary

EU-GDPR sets the obligation to erase or anonymize personal data when not required any more. Article 17, Right to erasure ('right to be forgotten'). "The data subject shall have the right to obtain from the controller the erasure of personal data concerning him or her without undue delay and the controller shall have the obligation to erase personal data without undue delay where one of the following grounds applies: (a) the personal data are no longer necessary in relation to the purposes for which they were collected or otherwise processed", and recital 26. "The principles of data protection should therefore not apply to (...) personal data rendered anonymous in such a manner that the data subject is not or no longer identifiable. This Regulation does not therefore concern the processing of such anonymous information, including for statistical or research purposes."

Data Retention Management

Allows Clients to deploy a highly granular data retention scheme, based on deletion of peripheral data and anonymization of leavers, as follows.

Location OU

- Existing standard OU for Retention Period Preference for Recruiting related data

Time based (automatic) deletion (via Location Retention Period Preferences)

- Non-hired Candidates Applications – calculated from Requisition Close Date
- Hired Candidate Applications – calculated from the date the user leaves the (primary) location OU of the requisition he/she was hired on

Tasks

- Cornerstone: Lead Client in an onsite discovery and design workshop, to support the functional decisions of the Client.
- Pilot/Stage Portal Set-Up:
 - Cornerstone: Provide the template files to Client for the Legal Entity and Location retention periods
 - Client: Complete the Legal Entity and Location retention periods template
 - Cornerstone (GPS): Retention period configuration in Pilot or Stage portal using the retention period template file
 - Client: Test and sign-off solution in Pilot or Stage portal
 - Cornerstone (GPS): Adjust retention period configuration in Pilot or Stage if necessary (1 adjustment iteration only)
 - Cornerstone: Provide support to Client during testing period via regular UAT check-in calls
- Production Portal Set-Up:
 - Cornerstone (GPS): Retention period configuration in Production portal using the retention period template file
 - Client: Sign-off solution in Production portal

Assumptions

- The project will be performed remotely
- Anonymized and deleted data is not recoverable
- Anonymization rules for non-hired External Candidate records (including Candidates that use our 'Connect With Us' functionalities) are configured by the Client via Recruiting Compliance Enablement Preferences i.e. anonymization of these records is not within the scope of this GDPR project.

Pre-Implementation Process Workshop

Brief Summary

Cornerstone will provide up to 8 hours of process review work based on Clients documented process, to align the Client to CSOD best practice process and Points of View (POV), and to call-out any variations in their 'to be' process.

Tasks

- Pre-workshop (up to 2hrs): CSOD consultant conducts review of Clients 'to be' process documentation, and preparation for workshop
- Workshop (up to 6hrs): CSOD conducts Client walk through of the 'to be' process maps for priority/primary user community and contrast to key features/functions with Clients representatives

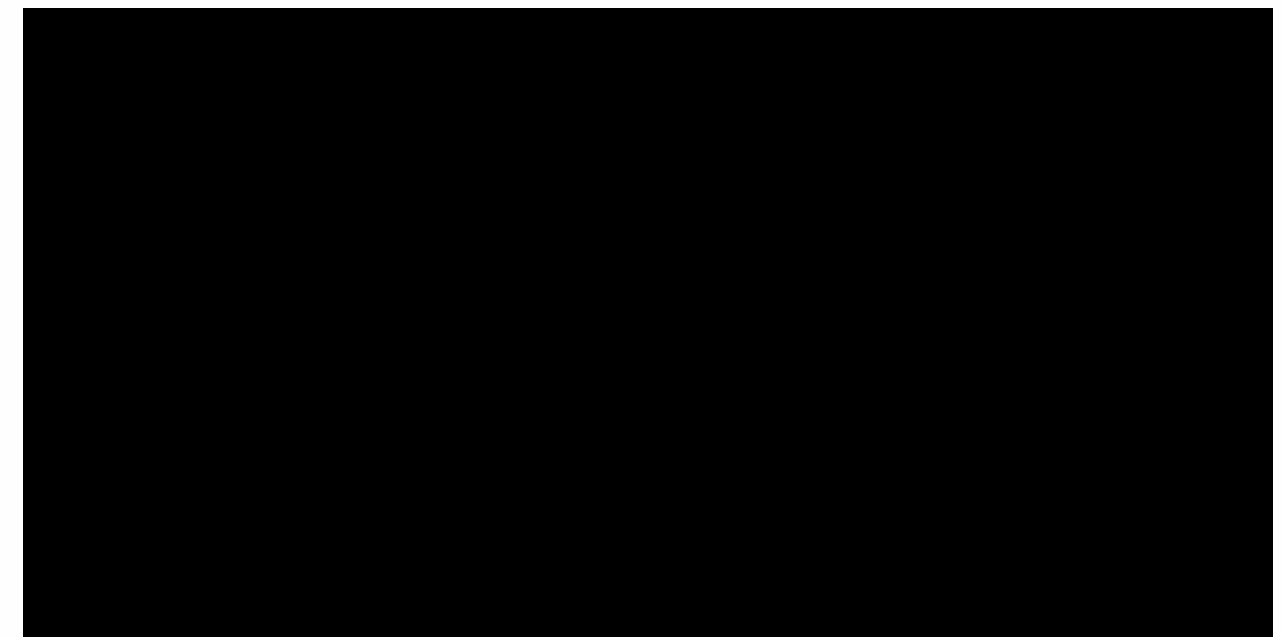
Assumptions

- The pre-implementation process workshop will be completed prior to the start of the scheduled Now or Realise module implementation and at mutually agreeable dates(s) and time(s)
- The pre-implementation process workshop will cover the single module to be implemented for the priority/primary user community
- Selection of Now or Realise module implementation slots in the published timetable should consider the dependency of the pre-implementation process workshop
- Client will make up to four (4) representatives (typically Subject Matter Experts/Process Owners/System Administrators) available to actively participate in the Workshop sessions. Representatives should be empowered to make lasting real-time decisions on behalf of the Client. Two of the representatives should be the nominated participants for the Now! or Realise module implementation
- The pre-implementation process workshop will be conducted entirely remotely via web meetings, or a mix of remotely and visit to Client premises. If delivered entirely remotely the workshop will be split into 3 x 2hr web meetings. If a mix, then the pre-workshop activity will be remote and the workshop will be delivered in a single visit
- All travel related expenses for on-site visits/activities are the responsibility of the Client
- The pre-implementation process workshop is intended as an opportunity to verbally communicate and align ahead of the Now or Realise module implementation. There are no deliverables following the workshop. For example, CSOD will not document new processes etc. on behalf of the Client

TIMELINE, DELIVERY, AND COST

The parties agree to initiate the project within two weeks of the Order Effective Date. The Cornerstone Now Implementation project is scoped and expected to be complete within a 3 week period, with weeks 1 and 3 conducted remotely and week 2 conducted at Cornerstone offices in London. The Realise Implementation project is scoped and expected to be complete within a 8 week period. Client and Cornerstone agree to provide the necessary resources to complete all of the deliverables within this timeline. The end of the Implementation project will be defined as the completion of the Cornerstone deliverables as outlined under the 'Scope of Services and Deliverables' section of this document. Except where otherwise stated, Cornerstone's obligation to perform all services related to the included Project Components expires at the earlier of acceptance of the Service by Client, or eighteen (18) months from the date the Service was purchased.

Client delays to the project timelines stated above will require a change order to this Statement of Work, documenting such changes and the pricing impact to the original project scope and costs. Any requests for additional services will also require a change order to this Statement of Work. Client will not unreasonably withhold agreement to such change orders. Cornerstone delays will NOT require an SOW addendum or result in additional expense to Client.



As Cornerstone OnDemand schedules a dedicated consultant for each Client's Bootcamp, Cornerstone requires 7 day advanced notice for all requests to cancel or postpone a scheduled

Bootcamp.

reschedule fee shall apply to all Client's not complying with the 7 day advance notice. A reschedule fee will also be applied if the client reschedules Bootcamp more than twice (i.e. on the third reschedule), even if notice is given in advance of the 7 day window.

The end of the Implementation project will be defined as the completion of the Cornerstone Deliverables as outlined under the Scope of Services and Deliverables sections of this document. Acceptance of Deliverables will be in accordance with the Agreement.

Assumptions/Client Obligations

In order for Cornerstone to provide the Services outlined in this Statement of Work, Client shall provide the resources reasonably necessary to scope the implementation, and fulfill the obligations listed below.

- Select and assign knowledgeable, empowered Implementation team including the following roles, which may overlap:
 - Business Process Owner for the System (aka, the "Decision Maker")
 - Lead Cornerstone System Administrator
 - Project Manager of the Cornerstone implementation
 - HRIS Technical Administrator (Optional, depending on data requirements and extraction capabilities)
 - Executive Stakeholder (Optional)
- Complete all pre-work tasks and training prior to team travel to London for week 2 phase.
- Empower team to make real-time decisions regarding configuration and business process functions during week 2 phase in London.
- Formally accept (sign-off) all key deliverables and implementation services per the Agreement.
- Phase 3 will take place within 1 week of the week 2 boot camp.
- The end of the implementation project is tied solely to the acceptance by Client of those deliverables for which Cornerstone is responsible.
- Manage project status and ensure completion of Client project deliverables.
- Provide a primary point of contact for Cornerstone after the implementation.
- Ensure proper communication to end-users during implementation in preparation for rollout.
- Manage change management and on-going communication of solution to all end users.
- The project will be conducted both onsite and remotely. All travel related expenses for on-site activities are the responsibility of the Client.
- Cornerstone and Client agree that changes to key members of implementation team or significant changes in business requirements or decisions, in each case by Client, that cause delays in the project timeline may require a change order to this Statement of Work documenting such changes and the pricing impact, if any, to the original project scope.
- Client will ensure that all data fields related to controlling data retention processes are captured correctly on the User record e.g. Legal Entity, Termination Date, Termination Reason and Employment Status. If Client only requires a single data retention period, Client will set-up one Legal Entity Organizational Unit. Client will activate the data retention

processes for that Legal Entity by submitting a work order to Cornerstone's Global Product Support after the completion of the implementation deliverables. If Client requires multiple Legal Entities to fulfill Client's data retention policy requirements, Client will need to engage a Services Partner via a paid for Consulting engagement.

Part B - Terms and conditions

1. Call-Off Contract start date and length

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

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)

- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.

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

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35,

the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

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

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier

under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- during this Call-Off Contract, Subcontractors hold third--party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
 - receipts for the insurance premium
 - evidence of payment of the latest premiums due

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

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

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

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

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

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

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's

instruction.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer,

either:

- modify the relevant part of the Services without reducing its functionality or performance
- substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

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

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

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

12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud

Services or as required by Law or any Regulatory Body

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

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

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

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

13. Buyer data

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

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

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

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer

requirements in the Order Form.

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

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

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

- 13.6 The Buyer will specify any security requirements for this project in the Order Form.
- 13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

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

16.4 Responsibility for costs will be at the:

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

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

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

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

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the

Buyer, the Supplier must give the Buyer on or before the Start Date:

- an executed Guarantee in the form at Schedule 5
- a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

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

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

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

19. Consequences of suspension, ending and expiry

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

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the

Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

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

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

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

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

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

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

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

20. Notices

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

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

- the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
- there will be no adverse impact on service continuity
- there is no vendor lock-in to the Supplier's Service at exit
- it enables the Buyer to meet its obligations under the Technology Code Of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
- the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
- the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
- the testing and assurance strategy for exported Buyer Data

- if relevant, TUPE-related activity to comply with the TUPE regulations
- any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

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

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

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

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-

Off Contract for more than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

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

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

25. Premises

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

- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken the security of the premises
 - comply with Buyer requirements for the conduct of personnel
 - comply with any health and safety measures implemented by the Buyer
 - immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

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

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

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

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

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

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't

have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

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

31. Collaboration

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

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

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes

any changes in the Supplier's supply chain.

- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7