



G-Cloud 12 Call-Off Contract

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

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Part A: Order Form

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

Digital Marketplace service ID number	239118660412228
Call-Off Contract reference	957
Call-Off Contract title	Development and Operation of the NHS Test and Trace COVID-19 Contact Tracing Application
Call-Off Contract description	Deliver NHS Test & Trace COVID-19 Contact Tracing Mobile App Programme including Incident Management and Support
Start date	Monday 15 th March 2021
Expiry date	Tuesday 30 th September 2021 unless extended by the Buyer in accordance with the terms of this Order Form
Call-Off Contract value	<p>The total value of this Call Off Contract is £10,230,842 (including discounts defined below) for the period up to 30 September 2021.</p> <p>Plus, agreed expenses up to a maximum of [REDACTED]</p> <p>All costs exclude VAT.</p> <p>If the Buyer exercises its right to extend the Call Off Contract, the Charges for the Extension Period(s) are set out in Schedule 2 .</p>
Charging method	Fixed Price and Time and Materials
Purchase order number	[Enter purchase order number]

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

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

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

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

From the Buyer	The Secretary of State for Health and Social Care acting as part of the Crown through the Department of Health and Social Care Buyer's main address: 39 Victoria Street Westminster London SW1H 0EU
To the Supplier	ZUHLKE ENGINEERING LTD Telephone Number: 020 7113 5000 Supplier's address: 25 Moorgate, London, EC2R 6AY United Kingdom Company number: 04103211
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on Monday 15 th March 2021 and it shall continue for 28 weeks ending on 30 September 2021 unless extended by the Buyer.
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 30 days from the date of written notice for Ending without cause.
Extension period	<p>This Call-Off Contract can be extended by the Buyer for 2 periods of up to 3-month.</p> <p>Extension Period 1</p> <p>An extension to on or before 31st December 2021 requiring the Buyer to give the Supplier 30 days' written notice before the 1 October 2021.</p> <p>Extension Period 2</p> <p>An extension to on or before 31st March 2022 requiring the Buyer to give the Supplier 30 days' written notice before the 31st December 2021.</p> <p>Costs</p> <p>The costs for each Extension Period are outlined fully in Schedule 2 and included separately as part of the Call Off Contract Value.</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	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3 - Cloud support.
G-Cloud services required	The G-Cloud services to be provided by the Supplier under this Call-Off Contract are to continue to build and operate the NHS Test and Trace COVID-19 Contact Tracing App and supporting systems. They are described at a high-level here and in detail in Schedule 1.

The NHS Test and Trace COVID-19 Contact Tracing App and supporting systems are defined as:

- NHS COVID-19 Mobile App
- NHS COVID-19 App Cloud Services
- NHS COVID-19 App Public Dashboard
- Self-Isolation Payment Gateway
- QR Poster creation and administration system
- Amazon AWS Cloud Infrastructure required to support the above systems

The Supplier will provide executive management and senior technical oversight free of charge during the Term.

The Buyer may request in writing that the Supplier shall provide ad hoc consulting and engineering services relating to the scope of the Services if required. These services will be agreed on a case-by-case basis and will be charged as Time & Materials.

Fixed Price Services

The Supplier will maintain systems that are no longer under active development (as listed below) for a fixed monthly fee.

The systems covered under Fixed Price Services are:

- Amazon AWS Cloud Infrastructure
- Self-Isolation Payments Gateway
- QR Poster creation and administration system

Changes to scope, or the development of additional features, of any elements of the Fixed Price Services will be managed through a Change Control process. If the Supplier becomes aware of any required changes to scope or other factors that alter the basis of the project estimates used, the Supplier will document any changes to scope and estimate in accordance with the process below. This process will be followed as good practice even if the change of scope has no impact upon the budget.

The Supplier will present any changes described above and the amended costs to the Buyer in the form of a Change Control Request detailed in Schedule 1. No further work will be conducted on areas of the Fixed Price Services which is the subject of the Change Control request without either written approval of the Change Control Request by the Buyer, or written agreement that the variation remains out of scope.

Time and Materials Services

The Supplier will continue to provide ongoing analysis, design and development of new features for those systems listed below that remain under active development on a Time and Materials basis.

The systems covered on Time and Materials are:

- NHS COVID-19 Mobile App
- NHS COVID-19 App Cloud Services
- NHS COVID-19 App Public Dashboard

There may be a need for flexibility in terms of the number of staff deployed to best meet the Buyer's requirements for the project. The Supplier will work with the Buyer to agree any changes to the indicative allocation of staff set out in Schedule 2 so as not to exceed the stated contract value and permitted Term.

On agreement in writing between the Buyer and the Supplier and based on exceptional circumstances, the team will work weekends and holidays (where legally permissible) to meet specific project delivery dates for Time and Materials Services. This may exhaust the stated Call-Off Contract value earlier than the Expiry Date of this Call-Off Contract.

Incident Management Services

The Supplier will provide response, recovery and resolution of production incidents as per the defined service levels for the following systems:

- NHS COVID-19 Mobile App
- NHS COVID-19 App Cloud Services
- NHS COVID-19 App Public Dashboard
- Self-Isolation Payment Gateway
- QR Poster creation and administration system
- Amazon AWS Cloud Infrastructure required to support the above systems

The Supplier will provide staff available for 24x7 for on-call and out-of-hours support.

Key Personnel

Removal/Replacement of Supplier Key Personnel by Supplier. Without Buyer's prior written consent (not to be unreasonably withheld or delayed), the Supplier shall not: (i) undertake any action with respect to any Supplier Key Personnel that would substantially result in the alteration or reduction of time expended by such Supplier Key Personnel in performance of Supplier's duties hereunder; or (ii) transfer, reassign or otherwise re-deploy any Supplier Key Personnel for the duration of their assignment to Services under this Agreement, except in the case where the relevant individual has terminated their employment or the Supplier has terminated their employment

	<p>or else with Buyer's written consent (not to be unreasonably withheld or delayed).</p> <p>If any one of Supplier Key Personnel becomes incapacitated, terminates his/her employment with the Supplier (and/or any of Supplier's Affiliates or Subcontractors), is terminated by Supplier or is transferred, reassigned or redeployed with the prior written consent of Buyer, Supplier shall promptly replace such person with another person (subject to reasonable approval by Buyer) that is at least as well qualified as the person being replaced and shall bear any and all costs associated with knowledge transfer etc. For purposes of this Clause, the assignment by Supplier of Supplier Key Personnel from the employ of Supplier to an Affiliate or a Subcontractor of Supplier shall be considered a reassignment requiring Buyer's prior written consent (not to be unreasonably withheld or delayed) and not a cessation of employment.</p> <p>The Supplier Key Personnel are:</p> <ul style="list-style-type: none">•••••••••••••
Additional Services	N/A
Location	The Services will be performed at the Buyer's offices in London, 17 Smith Square, London SW1P 3JR or from the Supplier's offices or approved remote locations (including home working with approved locations) in each case as reasonably agreed between all parties.
Quality standards	The quality standards required for this Call-Off Contract will align to industry good practice.

Technical standards	The technical standards required for this Call-Off Contract will align to Good Industry Practice. As well as the applicable standards listed within the G-Cloud service offerings.
Service level agreement	<p>The service levels for Services covered under this contract described at a high-level here and specified in detail in Schedule 1.</p> <p><u>Incident Management Services</u></p> <ul style="list-style-type: none"> • Zero incidents will be associated to a failed or incomplete Production deployment performed by the Supplier • Average Incident Response, Recovery, and Resolution Times per calendar month will not exceed the times specified in Schedule 1 <p><u>Fixed Price and Time and Materials Services</u></p> <ul style="list-style-type: none"> • As described in Schedule 1, the Supplier will maintain a Product Roadmap of planned features and their scheduled release dates. • The Supplier guarantees that all features planned for a scheduled release will be made available for assurance testing by the Buyer at least 5 working days before the scheduled release date, unless agreed otherwise by the Buyer in writing. <p>The Supplier will not be deemed in breach of the above service levels if the scope of any feature is incomplete or changed by the Buyer after development work is scheduled to begin in the agreed delivery plan for the release, as described in Schedule 1.</p> <ul style="list-style-type: none"> • Any defects identified by the Buyer during quality assurance testing that prevent a production release will be resolved by the Supplier before the scheduled release date unless specifically accepted by the Buyer or an alternative timescale is agreed by the Buyer, in both cases in writing. <p>The Supplier will not be deemed in breach of the above service level if the Buyer fails to report the defect at least 2 full working days before the scheduled release date.</p> <p><u>Remediation</u></p> <p>Where an incident occurs as the result of the Supplier performing an incomplete or failed Production deployment, any remedial work required to correct the cause of the issue will be carried out at the Suppliers expense. If any remedial work</p>

	<p>is required elsewhere in the organisation, the Supplier will make recommendations for improvements.</p> <p>There are occasions where recovery of incidents or resolution of problems are impacted by factors outside of the control of the Supplier (e.g., app store publication lead times or third-party incidents). In these occasions, the clock will be paused until dependency has been resolved.</p> <p>Where Average Incident Response, Recovery, and Resolution Times per calendar month exceed the times specified in Schedule 1, service credits will be calculated and opportunity to “earn back” service credits in subsequent months before issuing to the Buyer. Service credit and “earn back” mechanism is detailed in Schedule 1.</p> <p>Buyer Personnel Dependencies</p> <p>The Supplier will not be liable for any failure to achieve service levels caused by personnel who are not employees, contractors, suppliers, agents, sub-contractors or anyone acting under the control or direction of the Supplier.</p>
Onboarding	<p>The team are already fully onboarded, please see Figure 2 in Schedule 2 for a full list of grades and their start dates.</p> <p>For team changes and rotations during the term of this contract, new team members will be onboarded via the PMO onboarding JIRA Kanban board.</p>
Offboarding	<p>The Supplier will work with the Buyer to reduce the team size for Time and Materials Services in-line with the Buyer’s planned product roadmap. Team capacity and composition will be reviewed at monthly account management meetings.</p> <p>The Buyer will give 30 days’ notice in writing to the Supplier for any required change to the volume of Supplier’s personnel.</p> <p>The Supplier will work with the Buyer on any transition activities required during this Call Off Contract required to handover to permanent staff or another supplier. Transition activities and any impact on the delivery schedule to be agreed between the Buyer and Supplier in writing in advance.</p>

Collaboration agreement	N/A
Limit on Parties' liability	<p>The annual total liability of either Party for all Property defaults will not exceed [REDACTED]</p> <p>The annual total liability for Buyer Data defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £10,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	<p>A Party may End this Call-Off Contract if the other Party is affected by a Force Majeure Event that lasts for more than 25 consecutive days. For the avoidance of doubt Covid-19 is not a Force Majeure Event to the extent it concerns the Supplier deliverable obligations, however the Supplier may rely on Force Majeure in case it is prevented from delivering due to other parties' Force Majeure events caused by Covid-19.</p>
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>

Buyer's responsibilities	<ul style="list-style-type: none"> • Granting access to the relevant sites on prior request • Providing a safe working environment for the Supplier staff if onsite • Fulfilling the Buyer roles defined within any agreed operating model • Providing an accountable Product Owner authorised to define and approve work to be delivered by the Supplier • On a best endeavours basis to confirm and communicate high-level requirements of new features at least 2 weeks before the scheduled start of development of those features • On a best endeavours basis to confirm and communicate detailed requirements of changes to existing features 1 week before development of those features (including copy and language translations) • Provide access to developer and product management tooling (HALO) required by the Supplier to perform their obligations under this contract • Provide privileged user access to secured systems when needed as agreed with the Authority and in line with Data Protection Schedule in Annex 1 to investigate production incidents and release software updates. • Provide integrations and tooling to alert relevant team members to incidents requiring support • Provide product direction and vision in line with Government policy. • Provide and validate copy, including translations into the required languages. <p>The Supplier will not be deemed in breach of any service levels defined in this contract caused by the Buyer failing to meet any of the responsibilities listed above.</p>
Buyer's equipment	<p>The Supplier will supply laptops for their staff to use in delivery of the Services.</p> <p>The Buyer's equipment to be used with this Call-Off Contract currently includes:</p> <ul style="list-style-type: none"> • JIRA Service Desk • JIRA • Confluence • Service Now • Opsgenie • Github • Figma • Google Firebase Test Lab • Miro • Splunk • Slack • MS Teams • MS Office

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Supplier’s information

Subcontractors or partners	<p>Zühlke Engineering AG Zürcherstrasse 39j 8952 Schlieren (Zurich) Switzerland</p> <p>Zühlke Engineering GmbH Düsseldorfer Straße 38 65760 Eschborn (Frankfurt) Germany</p> <p>Zuhlke Engineering Pte Ltd 80 Robinson Road #22-04 Singapore 068898</p> <p>Zuhlke Engineering Pte Ltd 29/F, Sun Life Tower, 15 Canton Road Harbour City, Tsim Sha Tsui, Hong Kong</p> <p>Zuhlke Engineering (Austria) GmbH Rivergate, Handelskai 92, 1200 Wien, Austria</p> <p>Zuhlke Engineering EOOD Studentski District, 83 Nikola Gabrovski str., floor 5 1700 Sofia, Bulgaria</p> <p>Zuhlke Engineering d.o.o. Bulevar Milutina Milankovica 1z 11070 New Belgrade, Serbia</p> <p>Zuhlke Engineering, Unipessoal Lda, Porto 4050-292, Portugal</p> <p>Open Inclusion 30 Stamford Street, London, England, SE1 9LQ</p> <p>Fluent Interaction ltd 6a-7a Albermarle Way, London EC1V 4JB</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract will be Fixed Price and Time and Materials.
Payment profile	<p>The payment profile for this Call-Off Contract is monthly in arrears.</p> <p>For the Managed Services the monthly fee is outline in Schedule 2.</p> <p>For the Time and Materials Services, the rates are based on the G-Cloud rate card, standards for consultancy day rates and are outlined in Schedule 2.</p>
Invoice details	The Supplier will issue electronic invoices monthly in arrears. 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>████████████████████</p> <p>Accounts Payable Department of Health & Social Care 39 Victoria Street London</p> <p>And a copy invoice emailed to:</p> <p>████████████████████</p>
Invoice information required	<p>All invoices must include a purchase order reference and Supplier project reference C25949.</p> <p>All invoices must be supported by a completed timesheet, approved by the Supplier, for all personnel on the project working on Time and Materials services. Any claims for T & S will be paid in line with Department of Health & Social Care (DHSC) and accompanied by the necessary receipts.</p>
Invoice frequency	Invoice will be sent to the Buyer monthly in arrears together with a report of the work and hours performed.

Call-Off Contract value

The total value of this Call Off Contract (excluding any extension period) is **£10,230,842** which includes the discount defined below.

The costs consist of:

An additional expenses budget of is capped and scoped for the procurement of testing hardware, and/or general expenses as agreed in advance with the Buyer in writing and incurred in accordance with policy travel and expenses referenced below. Items purchased will be billed on actuals with no mark-up.

The Supplier will maintain and provide an Asset Register to the Buyer of all assets purchased (including software and hardware assets). This is to be reviewed as part of the monthly account meetings.

Travel and expenses to be paid in line with Department of Health and Social Care Travel and Expenses policy v4 October 2019.

Charges applicable to any Extension Period are specified in Schedule 2 (Charges).

Call-Off Contract charges

A full breakdown of all Supplier costs, including personnel grades, rates and sub-contractor rates is set out in Schedule 2.

Fixed Price Services

Managed Services will be charged as a Fixed Price of inc. discount) per month before any discounts.

Time and Materials Services

Time and Materials Services will be charged at a Day Rate per team member based on the following Supplier Rate Card.

SFIA Level	Supplier Grade	Day Rate
<div></div>		

	<div></div> <p>If weekend or bank holiday delivery work is required to meet a delivery schedule that cannot be met by working normal working hours, this is to be agreed in advance and in writing between the Buyer and Supplier and charged at the Day Rate in the above table.</p> <p>Estimated Time and Materials charges for each workstream after discounts are as follows:</p> <div></div> <p><u>Out-of-Hours Charges</u></p> <div></div>
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Additional Buyer terms

Performance of the Service and Deliverables	All of the Specific Deliverables are defined in Schedule 1.
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>1.1 The Supplier must obtain prior written consent from the Buyer to release any public facing announcements, press releases, social media posts, publicity videos or any other form of communications relating to Supplier's involvement in the Test & Trace app development or the wider Test & Trace programme.</p> <p>1.2 The Buyer reserves the right to request the Supplier retrospectively removes any public facing announcements, press releases, social media posts, publicity videos or any other form of communications relating to the Supplier's involvement in the Test & Trace app development or the wider Test & Trace programme.</p>
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	For the purposes of this Call-Off Contract Annex 1 of Schedule 7 is being used.

1. Formation of contract

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

2. Background to the agreement

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

Signed:	Supplier	Buyer
Name:	<div></div>	<div></div>
Title:	<div></div>	<div></div>
Signature:	<div></div>	<div></div>
Date:	16.03.2021	25/03/21

Signed:	Supplier
Name:	<div></div>
Title:	<div></div>
Signature:	<div></div>
Date:	16.03.2021

Schedule 1: Services

Fixed Price Services

The Supplier will maintain and implement small changes as agreed through the change control process for the following COVID-19 App systems for a fixed monthly fee:

Amazon AWS Cloud Infrastructure

The Supplier will continue to operate a scalable platform based on AWS infrastructure and services. This platform is tightly coupled to the COVID-19 App Cloud Services component to provide the resources and integrations necessary for those services to support the day-to-day operation of the COVID-19 Mobile App.

Specific work on this platform includes:

- Operating, and maintaining necessary security policies and firewall rules as required by Buyer.
- Work with the NHS Digital Cyber Defence Operations Centre (CDOC) on security integrations
- Setting up and performing account-level monitoring and alerting
- Maintaining the AWS accounts used to support the app, QR website, SIP gateway, and analytics systems
- Create and maintain Quicksight dashboards as requested and appropriate
- Perform user management for Quicksight dashboards

Self-Isolation Payments Gateway

The Self-Isolation Payments Gateway is the public website the users of the COVID-19 App are redirected to when applying for a Self-Isolation Payment. It consists of the web pages that make up the payment journey and the APIs that support those pages. APIs are deployed to the Amazon AWS Cloud Infrastructure.

The Gateway includes integrations with NHS Login for authentication and the CTAS system to create the payment request records. The Supplier will not be held responsible issues caused by failures of these external systems.

QR Poster creation and administration system

The Poster creation website is a public website that allows owners of venues to create and download QR posters to be displayed at their premises. A record of each poster and its associated venue is stored within the system.

The administration system allows PHE users to login and view the poster database and trigger a request for the COVID-19 App to display a message to users who have visited that venue.

Only the website and administration systems of the QR journey are covered by Managed Services. Check-in and notifications are part of the COVID-19 App system and are covered under the Time and Materials services.

Activities

The Supplier will provide a managed team of engineers that will provide ongoing support

and maintenance of the systems covered. This work will include:

- Ongoing improvements to ensure the systems continue to meet the defined service levels
- Ongoing monitoring of systems to identify potential issues
- Minor changes to functionality if agreed in advance through the Change Control process (30 to 40 person-days will be made available for minor changes each working week)
- Delivery management of the engineering team allocated to Managed Services

Change Control

The systems maintained under Fixed Price Services will be operated and supported as is. Any change in scope or functionality requested by the Buyer will be managed through the following Change Control process.

The Supplier will document any change to scope and estimate the change based upon any change to scope. This process will be followed as good practice even if the change of scope has no impact upon the budget.

The Supplier will present any changes and the amended costs to the Buyer in the form of a Change Control Request. No further work will be conducted on areas of the Fixed Price Services that are impacted by the Change Control Request without either prior written approval of the Change Control Request by the Buyer, or written agreement between the Parties that the variation remains out of scope.

The Change Control Request will take the form of a document outlining the following:

- Detailed description of the change to be implemented, including scope, risks, dependencies and assumptions
- An estimate of the effort required to implement the change in person-days
- If the required change cannot be completed within the available capacity of the Fixed Priced Services team an estimate of the amended costs to the Call Off Contract.

If any change cannot be delivered within the available capacity of the Fixed Price Services team, the Buyer can request for the change to be delivered under Time and Materials Services or agree a Variation to the Call Off Contract to cover the work. Costs will be based on the agreed Supplier Rate Card.

Time and Materials Services

The Supplier will continue to provide ongoing analysis, design and development of new features on a Time and Materials basis for the following systems:

NHS COVID-19 Mobile App

A mobile application for the iOS and Android operating systems designed to support the Test & Trace contact tracing programme. The application makes use of the joint Google/Apple Exposure Notification framework to identify proximity contacts between devices, and alert users in the case of exposure to another user who has used the app to record a positive COVID-19 diagnosis.

The app provides additional features to users, including:

- Postcode-based risk alerting
- QR-based venue check-in
- Isolation countdown
- In-app test ordering

- Symptom checker
- Multiple language support
- Exposure Notification framework interoperability with other UK contact-tracing apps
- Devolved authority branding and virology integration
- Usage analytics

COVID-19 App Cloud Services

AWS-hosted APIs built to support the features provided by the NHS COVID-19 Mobile App. Existing integrations include:

- JBC-provided local authority risk levels, i.e., “Tier system”
- QR admin system for sending venue alerts
- Virology for test ordering and result entry
- Statutory Isolation Payment gateway
- Usage analytics

Activities

The Time and Materials Services estimate in Schedule 2 includes capacity to provide software development services as and where required to provide flexible capacity to develop the above systems.

Programme Management and Governance

- Overall delivery leadership of the Supplier delivery teams working closely with the Buyer delivery management team and senior stakeholders
- Overall product roadmap planning and capacity management in close collaboration with the Buyer product ownership and policy teams
- Release management working closely with the Buyer release team to plan, prepare and execute the release of new versions of the system
- Technical support for the Buyer medical compliance team providing expert advice in the technical and engineering delivery aspects of ensuring the COVID-19 App meets the requirements of a class 1 medical device
- Ongoing GDS compliance of all systems
- Ongoing WCAG compliance of all public facing systems

Product Design and Discovery

The Supplier will provide product management, UX design and UI design and architecture capabilities to work with the Buyer to continuously develop and refine a Product Roadmap of features, enhancements, and improvements.

The Product Roadmap will document the current release schedule of planned features. The Supplier and Buyer will regularly review and update the Product Roadmap to ensure it is aligned to the overall goals of the programme.

The Supplier will perform Discovery activities for all new features and changes requested by the Buyer. As input to Discovery the Buyer will provide problem statements for each new feature or change defining the requirements in detail. Discovery activities may include:

- User research and validation (see below)
- UX & UI design
- Technical feasibility assessment

- Architectural design (system design and integration requirements)
- High-level estimation of effort

Once Discovery activities have been completed and a high-level estimation of effort has been provided, the Supplier will work with the Buyer to update the Product Roadmap to include any changes to the release schedule.

The Supplier will refine upcoming features from the Product Roadmap into a detailed Backlog of Work Items suitable for development and will manage this backlog in the Buyer's JIRA system. This refinement may include:

- Detailed analysis of requirements (including workflows, edge cases, etc.)
- Detailed UI designs
- Work Items sized and prioritised
- Acceptance criteria defined and agreed by the Product Owner

Feature Delivery

The Supplier will deliver features from the Backlog in an agile, iterative and incremental way. The Supplier will organise the engineering teams into small teams that will each work on specific areas of functionality. The composition of these teams and the allocation of work will be at the Supplier's discretion. Each team will be managed by a Supplier delivery manager.

The Supplier will maintain a delivery plan, specifying the Work Items that are planned for development in upcoming iterations. The delivery plan will be documented in Buyer's Confluence and Jira systems and agreed with the Buyer during regular planning meetings.

The Supplier teams will work in short iterations delivering working software into a test environment at the end of each iteration. Delivery activities during these iterations will include:

- Implementation and system testing of Work Items from the Backlog
- Development of build tooling to support continuous and automated testing
- Implementation and maintenance of automated regression tests
- Instrumentation to monitor stability and performance
- Refactoring of existing code to improve overall system performance, maintainability and resilience
- Support of Discovery activities for upcoming work
- Support any planned release activities
- Retrospective meetings to identify and action improvements to ways of working

Before each planned release the Supplier will hand over the software to the Buyer's quality assurance team for testing and sign-off. Any defects identified by the Buyer will be assigned a priority as defined in the Incident Priority table below.

Along with each release of the software the Supplier will make all source code available publicly as Open Source.

User Research

The Supplier will provide user research for any planned feature to ensure product decision are based on user feedback in line with GDS guidelines.

The Supplier will provide qualitative and quantitative user research to inform the Buyer about how the app is likely to be received or is being used by users of the app. This research may include:

- The recruitment of participants for user research
- Remote usability testing
- In depth interviews
- Surveys
- Ad hoc user research methods

The Supplier will recruit and provide incentives for participants to take part in user research sessions, support with user experience design and will provide advice and input to the team during team workshops, delivery ceremonies and stakeholder communication sessions.

Inclusive Insight and User Testing

The Supplier will provide professional inclusive design support to the Buyer to test concepts or find solutions to identified accessibility and inclusive design issues as and when needed. These activities may include:

- Recruit participants that represent a range of different access needs and interaction types in line with the objectives of the test.
- Find additional inclusive usability challenges and delights.
- Advice and inclusive perspectives for new design directions
- Categorized, prioritised summary of areas of difficulty or delight noted by journey/task

Non-functional Requirements

The Supplier will continue to work with the Buyer to build in all essential non-functional requirements required by the Buyer for the production of the Test and Trace contact tracing mobile application. These requirements include:

- Scalability – The NHS COVID-19 Cloud Services and infrastructure have been built to support at least 50m individual app installations
- Performance – The Supplier will work alongside the Buyer's performance testing teams to understand, document, and meet the required performance of each current and newly-built API
- Security – The Supplier will work with Buyer's security and penetration testing teams, including the NHS Digital Cyber Defence Operations Centre (CDOC), to operate security policies defined and required by the DHSC
- Availability – The NHS COVID-19 Mobile App is built in such a way that it will continue to operate core functionality even in the event of API failures. API outages that affect end users will be treated as incidents as described in Schedule 1 and addressed via the service levels described below

Research & Data Science

The Supplier will work closely with the Buyer, Google and Apple, to implement enhancements to the contact tracing implementation based on current and future versions of the EN APIs. This work may include but is not limited to:

- Unscented Kalman smoothing algorithm in iOS and Android
- Field testing
- Implement and trial privacy preserving indoor/outdoor determination
- UWB investigations
- Statistical estimation of BLE Rx/Tx calibration loss
- Implement full probabilistic risk scoring
- Implement epidemiological estimation procedures

Deployment Management

The supplier will ensure that all changes to the production environment follow the approved ITSM change management process including receiving explicit approval to proceed with any production change. Supplier's employees failing to follow this process can be subjected, at the request of the Buyer, to a range of sanctions including temporary loss of deployment rights through to the employee in question being asked to cease their involvement in the program.

Certification Assurance and Testing Services

The Supplier on request by the Buyer and subject to agreement of a variation notice, will provide architecture, assurance and testing services for any certification requirements within the Test and Trace programme or in other areas of DHSC such as NHSX. Any additional costs required to deliver this work will be agreed in advance and will be based on the Suppliers agreed Supplier Rate Card specified in Schedule 2 under Time and Materials excluding VAT and expenses.

Incident Management Services

The Supplier will provide Incident Management Services for all production systems under both Fixed Price Service and Time and Materials Services.

The Buyer will be responsible for running, maintaining and providing the overall Incident Management for the systems in production. The Supplier will provide engineering and Incident Management Services to respond to and resolve production incidents raised by the Buyer's Service Management team.

The Supplier will provide staff available for 24x7 on-call and out-of-hours support making use of the Suppliers teams in Asia and Europe to ensure the majority of incidents occur during core working hours. Out-of-hours shifts will be staffed by an assigned incident manager, a primary support engineer and a secondary support engineer. The Supplier's staff will resolve any incidents raised by the Buyer within the service levels below.

Support activities include:

- End-to-end incident and problem management across Supplier's entire scope
- Maintenance of the operational ticket backlog and providing regular updates to support partners such as NHSBSA
- Maintenance of a clear, accessible knowledge base, including runbooks and reference documentation
- Assisting Buyer or Buyer's appointed suppliers with ad-hoc service requests
- Implementation and maintenance of active monitoring of apps, services, and system events
- Tracking and reporting on key support metrics via the monthly service management report
- Ongoing service improvements based on learnings from support drills and incidents
- For any P1/P2 (Major) incidents, provide a fully documented root cause analysis to the Buyer within 3 working days of the incident's recovery

Service Level Agreement Definitions & Targets

The service level definitions for incident response and recovery as well as problem resolution are defined as follows:

SLA	Definition
Response	The time taken by the Supplier to take ownership (i.e. a response in the ticketing tool) of an incident or problem and acknowledge receipt– this could be verbally on a bridge call, via email or via designated ticketing tool. Response must be recorded in ticketing tool.
Recovery	The time the Supplier takes to restore service to end users. Recovery methods could include activation of panic procedures or utilising temporary workarounds with more detailed investigations following the conclusion of the event.
Resolution	The time the Supplier takes to providing a permanent fix for the defect / incident.
Update	The frequency at which the Supplier commits to providing updates on either the recovery of the incident or resolution of the problem.

Incident priorities are defined as follows:

Priority	Definition	Incident Examples
P1	A total failure of or significant disruption to a core user journey that impacts the majority of users (over 30%) OR a significant defect that could have clinical or security implications	<ul style="list-style-type: none"> Android users cannot complete the registration process, regardless of their phone make/model All users are unable to log that they are experiencing COVID symptoms All users are not seeing the current COVID risk level for their area App is crashing for all iPhone users following a new release of the iOS app Following an App updates, Clinical advice to end user is incorrect A security incident where the data stored on the central platform is compromised Platform alert identifying service is down due to infrastructure failure e.g. network connectivity Outage of Integration between NHS COVID-19 App platform and Virology Test Results for more than 6 hours
P2	A total failure of or significant disruption to a core user journey that impacts a subset of users (more than 50%) e.g., specific smartphone model OR materially degraded service impacting all users OR	<ul style="list-style-type: none"> A proportion of users cannot complete the registration process on a specific model of phone that should be compatible A proportion of users are unable to log

	risk of significant negative media coverage	<p>that they are experiencing COVID symptoms on a specific model of phone that should be compatible</p> <ul style="list-style-type: none"> • Following an App update, a UI defect that means important text is being “cut off” across all Android phones • Material degradation in the time taken to register a user is experiencing symptoms • Outage of Integration between NHS COVID-19 App platform and Virology Test Results for less than 6 hours • Incorrect foreign language translation • Accessibility issue impacting AA standard • Incorrect clinical advice being provided to App users
P3	A minor degradation or cosmetic defect that does not impact app usability or performance however does impact the majority of users (over 30%) OR a total service failure impacting a small subset of users (less than 20)	<ul style="list-style-type: none"> • There is a minor spelling mistake or typing error in the text • Reports from a small number of users, identify need for additional FAQ guidance to be published on website to support end user queries
P4	A minor degradation or cosmetic defect that does not impact app usability or performance that impacts a subset of users e.g., specific smartphone model OR a total service failure impacting a single user	<ul style="list-style-type: none"> • For a specific model of phone, there is a minor app aspect ratio issue where some non-critical text is cut off • The quality of an image used appears blurred/pixelated, no impact to use journey • Reports from 10 users, identify need for additional FAQ guidance to be published on the website to support end user queries • Single user reports an issue installing phone on a specific model of phone that should be compatible

The Service Delivery Manager may escalate an Incident to a higher priority in the event of an exceptional situation not falling within the definitions above or has the potential to cause reputational damage.

The Supplier commits to meeting the following service levels for the above incident priorities are as follows.

Priority	Hours	Response	Recovery	Resolution	Update
P1	24x7	30 mins	2 hours	2 Working Days	Every hour
P2	24x7	1 hour	4 hours	5 Working Days	Every 4 hours
P3	8x5	4 hours	3 Working Days	20 Working Days	Every Working Day
P4	8x5	1 day	10 Working Days	40 Working Days	Every 5 Working Days

The parties acknowledge that there are occasions where recovery of incidents or resolution of problems are impacted by factors outside of the control of the Supplier (e.g. app store publication lead times or third-party incidents). In these occasions, the applicable service level clock will be paused until the dependency has been resolved.

The parties agree that the above service levels are contractually binding and failure to meet the service levels will result in the Supplier being required to issue the Buyer service credits to compensate. The Supplier must report on service level performance on a monthly basis as part of the Service Review process. The Supplier shall have the opportunity to “earn back” any due Service Credits in subsequent months.

Service Credit Calculations

- The supplier is required to complete the attached service level Scorecard as part of their monthly Account Management meeting
- Service Credits are applicable to the following service levels
 - P1 Response
 - P1 Recovery
 - P1 Resolution
 - P2 Response
 - P2 Recovery
 - P2 Resolution
- Each service level has been given a “weight” to indicate its relative importance to the program. E.g., P1 recovery being the most important
- Service credits are capped at 10% of the total value of this contract for one calendar month
- Service level performance shall be calculated using the project’s operational ticketing tool(s)
- Measurements are taken as a calendar month mean average for that given metric i.e., all tickets that match the criteria of P1 or P2 that are raised/created between the first and last calendar day of a given month
- Any service credit calculated will be accrued during the length of this contract and provided as a discount off the final contract month invoice.



SLA Reporting
Scorecard v2.xlsx

Earn Back

- If the Supplier has fallen short of one of their service levels in a given month, an “earn back” mechanism is in place which allows the Supplier to “void” the service credit by meeting or exceeding their performance target (score of 9 or 10 for the same metric) in the next two consecutive months
- For example, if the supplier fails P1 recovery in month 1 however scores 9 and 10 in months 2 and 3, the service credit will be deemed “void” and no longer part to the accrued Service Credit balance
- Zero incidents for a given priority in a calendar month will score a 10 for that priority in that month
- If the Supplier fails to meet or exceed the target score (9 or 10) in any of the two consecutive months following the failure, the service credit remains part of the accrued Service Credit balance
- For the avoidance of doubt, earn back applies on a per metric basis

Transition Support

The Supplier agrees, that in the last 60 calendar days of the contact, if requested by the Buyer, the Supplier will prepare and execute a transition plan to the new service provider. Note, transition activities may impact the delivery schedule of planned upcoming features. The Supplier will work with the Buyer and new supplier(s) to replan the delivery schedule to take into account the transition work.

Transition activities should include but are not limited to:

- Handover of all applicable technical documentation (architecture diagrams, requirements documents, etc.) for the apps and all supporting services
- A series of knowledge transfer sessions towards new supplier(s) explaining all aspects of the app and platform from architecture through to operational support
- Handover of Source code for all applications and supporting services
- Handover of all test scripts and any test automation
- Handover of all operational documentation (run books, play books, deployment procedures, etc.)
- Handover of all applicable admin accounts (e.g., AWS infrastructure)
- Transition and knowledge transfer of operational tools such as JIRA dashboards and Opsgenie

Account Management

The Supplier and Buyer will ensure the reporting and monitoring procedures described below are set up and complied with.

The Supplier and Buyer will attend monthly account and service management meetings on a mutually agreed upon date within the month to review the engagement.

These meetings will review the following:

- Progress made on the delivery of the planned Product Roadmap
- Supplier performance against the service levels defined in this Call Off Contract and agreement of any remediation plans where a failure to meet agreed service level(s) has occurred
- Supplier performance against the following KPIs calculated within the service management tooling:

- Throughput – number of stories & defects (measured in story points) completed per time period
- Lead time – the average time taken for features to transition from idea to production release
- Cycle time – the average time taken for features to transition from ready for development to ready for deployment
- Mean Time to Recovery (MTTR) – the average length of time taken for the system to recover from production incidents
- Defect rate – number of defects raised per time period (a defect is defined as, a story marked as done that fails to meet its defined acceptance criteria)
- Failed Deployment Rate – number of deployments in the calendar month that directly caused a platform incident up to 7 calendar days after release to the live platform
- Time to Respond to Level 1 – the average time taken by Supplier to provide a meaningful response (not just an acknowledgement) to the Level 1 Customer Helpdesk. The trend for the previous 5 months should also be shown with this metric
- Problem Record Trend – number of open problem tickets / defects and how this number is trending over time
- Created Vs Resolved Incidents – number of newly created incidents in the given calendar month versus the number closed. This should be shown as a month-by-month trend to show how this metrics changes over time
- Ongoing team capacity and technical skills
- Supplier teams average daily working hours
- Feedback on the Buyer and the Supplier personnel
- Risks, Assumptions, Issues and Dependencies (RAID)
- Review the asset register
- Future programme plans and requirements
- Any other business

The Supplier will document the outcomes of these meetings in a monthly review report. These reports will be distributed by the Supplier to all parties within 5 Working Days of the meeting. These monthly review reports are not official until the Buyer approves them. Monthly review reports are to be accepted, rejected or edited by both Parties as an accurate reflection of the meeting within 2 Working Days of receipt of the report. Monthly review reports are approved when both parties sign them off as accepted. If no feedback or rejections are received from both Parties after 5 Working Days, the report will be deemed to be accepted. The Supplier will then send the approved monthly review reports to the Buyer as evidence of Services being received and support the Buyer's receipt request process to enable invoices to be paid.

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) cannot be amended during the term of the Call-Off Contract.

The detailed Charges breakdown for the provision of Services **including any agreed discounts** during the Term are as follows:

Fixed Price Services

The Supplier will charge a fixed monthly fee for the Managed Services outlined in Schedule 1 of [REDACTED] including discount. The total fee for Managed Services for the Term (not including any extension period) will be [REDACTED] including discount.

The Fixed Price cost for Extension Period 1 to cover the period between [REDACTED] [REDACTED]

The Fixed Price cost for Extension Period 2 to cover the period between [REDACTED] [REDACTED]

The size and make-up of the team required to deliver Managed Services is at the Supplier’s discretion. However, team members will be onboarded on to NHS systems in line with the onboarding process described in this contract. As at the date of this Call off Contract there are **18** Supplier Personnel in the Fixed Price Service team.

Time and Materials Services

For Time and Materials Services, the Supplier will charge a Day Rate per team member based on the agreed Supplier Rate Card set out below.

Based on the current understanding of the programme plans the estimated costs for services are broken down into work streams below. Note, the following team sizes are indicative, the Supplier may move staff between work streams in-line with the needs of the Buyer.

Estimated person-days are based on a total of [REDACTED]
[REDACTED]

Programme Management and Governance

The Supplier will provide Director level (SFIA 7) management and technical oversight free of charge.

SFIA Level	Supplier Grade	Staff	FTE	Day Rate	Total
[REDACTED]					
				Total	[REDACTED]
				Discounted	[REDACTED]

Product Design and Discovery

SFIA Level	Supplier Grade	Staff	FTE	Day Rate	Total
				Total	
				Discounted	

Feature Delivery

SFIA Level	Supplier Grade	Staff	FTE	Day Rate	Total
				Total	
				Discounted	

User Research

The cost breakdown in the table below will be incurred monthly and is expected to decrease from [REDACTED] the table below gives indicative monthly costs for the User research required for this project and may change pending requests to increase or decrease activity across the month.

Monthly Breakdown

Monthly Work Breakdown	Indicative Costs

Estimated costs over next 6 months

Month	Estimated total Costs
Total	
Total (inc. discount)	

Inclusive Insight and User Testing

The cost breakdown in the table below will be incurred monthly and assumes 1 day of 1:1 usability testing facilitated remotely with 6 pan-disability participants. Screener assumed to be a broad pan-

disability spread. More detailed characteristics particularly to do with assistive tech use to be defined min 2 weeks prior.

Work breakdown	Indicative Monthly Costs
Total	

Estimated costs over next 6 months

Month	Estimated total Costs
Total	
Total (inc. discount)	

Research & Data Science

SFIA Level	Supplier Grade	Staff	FTE	Day Rate	Total
				Total	
				Total (inc. discount)	

Out-of-Hours Support

The following charges cover the Out-of-Hours support services as outlined in Schedule 1 above.

Monthly Breakdown

Monthly Work Breakdown	Indicative Costs (Ex VAT)*
Total	

Fixed costs over next 6 months

Month	Estimated total Costs (Ex VAT)*
August	

Total			
Total (inc. discount)			

Out-of-Hours is defined as any non-Working Day (weekends and bank holidays) and, after 6pm and before 9am on any Working Day in the local time-zone of the team member providing support.

Extension Period Costs

The Cost for Extension Period 1 to cover the period between broken down as follows:

Fixed Price Services:

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The Cost for Extension Period 2 to cover the period between broken down as follows:

Fixed Price Services:

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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 6 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.6 (Relationship)
 - 8.9 to 8.11 (Entire agreement)
 - 8.12 (Law and jurisdiction)
 - 8.13 to 8.14 (Legislative change)
 - 8.15 to 8.19 (Bribery and corruption)
 - 8.20 to 8.29 (Freedom of Information Act)
 - 8.30 to 8.31 (Promoting tax compliance)
 - 8.32 to 8.33 (Official Secrets Act)
 - 8.34 to 8.37 (Transfer and subcontracting)
 - 8.40 to 8.43 (Complaints handling and resolution)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.51 to 8.53 (Publicity and branding)
 - 8.54 to 8.56 (Equality and diversity)
 - 8.59 to 8.60 (Data protection)
 - 8.64 to 8.65 (Severability)

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

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

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

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

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
 - 11.5.1 rights granted to the Buyer under this Call-Off Contract
 - 11.5.2 Supplier's performance of the Services
 - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance

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

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

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

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

11.7.3 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: <https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:
<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:
<https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6 buyer requirements in respect of AI ethical standards
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
- 17.1.1 an executed Guarantee in the form at Schedule 5
- 17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

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

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

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

22.1 At least 60 Working Days before the Expiry Date or End Date, the Supplier must provide any:

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
- 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
- 25.5.2 comply with Buyer requirements for the conduct of personnel
- 25.5.3 comply with any health and safety measures implemented by the Buyer
- 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age

- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

29.6.1 its failure to comply with the provisions of this clause

29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

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

33. Data Protection Legislation (GDPR)

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

Schedule 3: Collaboration agreement

Not Used

Schedule 4: Alternative clauses

Not Used

Schedule 5: Guarantee

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	Data, Personal Data and any information, which may include (but isn't limited to) any: <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 (DPIA)	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: (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (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 the 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: https://www.gov.uk/guidance/check-employment-status-for-tax
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 Majeure • 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 RM1557.12 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	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	The government's preferred method of purchasing and payment for low value goods or services.
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	<p>Intellectual Property Rights are:</p> <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 registered in any country or jurisdiction • 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 law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
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: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
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.

- 1.1 Buyer's instructions to Supplier with respect to Processing Personal Data are contained in this Annex. The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Supplier shall comply with any further written instructions with respect to Processing by the Buyer.
- 1.4 Any such further instructions shall be incorporated into this Schedule 7.
- 1.5 Buyer hereby provides written consent under this Schedule 7 for the transfer of Personal Data outside of the EU and Supplier uses and Buyer hereby gives written consent to the use of the following Subprocessors:

Zühlke Engineering AG

Wiesenstrasse 10a
8952 Schlieren (Zurich)
Switzerland

Zühlke Engineering GmbH

Düsseldorfer Straße 38
65760 Eschborn (Frankfurt)
Germany

Zuhlke Engineering Pte Ltd

80 Robinson Road #22-04
Singapore 068898

Zuhlke Engineering Pte Ltd

29/F, Sun Life Tower, 15 Canton Road
Harbour City, Tsim Sha Tsui, Hong Kong

Zuhlke Engineering (Austria) GmbH

Rivergate, Handelskai 92,
1200 Wein, Österreich

Zuhlke Engineering EOOD

Studentski District, 83 Nikola Gabrovski str., floor 5
1700 Sofia, Bulgaria

Zuhlke Engineering d.o.o.

Bulevar Milutina Milankovica 1z
11070 New Belgrade, Serbia

Zuhlke Engineering, Unipessoal

Lda, Porto 4050-292, Portugal

Open Inclusion

30 Stamford Street, London, England, SE1 9LQ

Fluent Interaction Ltd

6a-7a Albermarle Way, London EC1V 4JB

1.6 With regard to the Processing of Personal Data in non-EU countries the Supplier shall ensure that Personal Data is protected in accordance with Data Protection Legislation by procuring that any Personal Data Processed pursuant to the Contract will only be transferred to:

- Switzerland, provided that an EU Commission decision on adequacy made under Article 45 of the GDPR remains in place at the time of the proposed Processing;
- Serbia, Singapore and Hong Kong, provided that any Processing is subject to and carried out in accordance with the standard contractual clauses published by the European Commission and available at:

<https://eur-lex.europa.eu/legal-content/EN/TXT/?uri=CELEX:32010D0087>

pursuant to Article 46(2)(c) of the GDPR;

and

Supplier will enter into a written agreement with each Subprocessor which gives effect to the terms set out in Schedule 4 of the Framework Agreement such that they apply to the Subprocessor.

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.

1.7 The contact details of the Buyer's Data Protection Officer are: [REDACTED]

1.8 The contact details of the Supplier's Data Protection Officer are: [REDACTED]

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

1.10 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>
Duration of the Processing	For the duration of the Term

Nature and purposes of the Processing	The Supplier may need to access Personal Data to provide the technical support services that are further described in Schedule 1 of this Call-Off Contract.
Type of Personal Data	<ul style="list-style-type: none"> • Contact details and communications with external organization's staff • Postal district and local authority of App Users • Any associated symptom information of App Users • First name, last name, email address, and phone number of SIP applicants (processed but not logged/stored) • Device model • OS & app versions • Virology test results • Identified venues • Check In venues count • Risk score from encounter detection • Isolation status and reason
Categories of Data Subject	Data Subjects are users of the NHS Test and Trace contact tracing mobile application. The Parties acknowledge that the NHS Test and Trace contact tracing mobile application is not intended or designed for use by children and that no instructions have been received by the Supplier in respect of the same.
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	In the unlikely event that any Buyer Personal Data should be in the Supplier's possession on termination of this Call Off Contract, then the Supplier shall return such Buyer Personal Data in accordance with clauses 8.57 and 8.58 of the Framework Agreement and shall, at the written direction of the Buyer, delete or return such Personal Data (and any copies of it) to the Buyer on termination of this Call-Off Contract unless the Supplier is required by Law to retain the Personal Data.

Certificate Of Completion

Envelope Id: 2375B8209BA84C2D9B0F07B8C854ABF2 Status: Completed

Subject: Please DocuSign: Contract 5 - DHSC Covid-19 Fixed Price and Time and Materials Flex Digital Del...

Source Envelope:

Document Pages: 65

Signatures: 2

Envelope Originator:

Certificate Pages: 2

Initials: 0

[REDACTED]

AutoNav: Enabled

Zürcherstrasse 39j

Envelope Stamping: Enabled

Schlieren, Zurich 8952

Time Zone: (UTC+01:00) Amsterdam, Berlin, Bern, Rome, Stockholm, Vienna

[REDACTED]

IP Address: [REDACTED]

Record Tracking

Status: Original

Holder: [REDACTED]

Location: DocuSign

3/16/2021 4:52:02 PM

[REDACTED]

Signer Events

Signature

Timestamp

[REDACTED]

[REDACTED]

Sent: 3/16/2021 5:01:52 PM

[REDACTED]

[REDACTED]

Viewed: 3/16/2021 7:28:38 PM

Security Level: Email, Account Authentication (None)

Signed: 3/16/2021 7:29:08 PM

Signature Adoption: Drawn on Device

Using IP Address: [REDACTED]

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

[REDACTED]

[REDACTED]

Sent: 3/16/2021 7:29:09 PM

[REDACTED]

[REDACTED]

Viewed: 3/16/2021 7:39:16 PM

[REDACTED]

[REDACTED]

Signed: 3/16/2021 7:39:30 PM

Security Level: Email, Account Authentication (None)

Signature Adoption: Pre-selected Style

Using IP Address: [REDACTED]

Signed using mobile

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

In Person Signer Events

Signature

Timestamp

Editor Delivery Events

Status

Timestamp

Agent Delivery Events

Status

Timestamp

Intermediary Delivery Events

Status

Timestamp

Certified Delivery Events

Status

Timestamp

Carbon Copy Events

Status

Timestamp

Witness Events

Signature

Timestamp

Notary Events

Signature

Timestamp

Envelope Summary Events

Status

Timestamps

Envelope Sent

Hashed/Encrypted

3/16/2021 5:01:53 PM

Certified Delivered

Security Checked

3/16/2021 7:39:16 PM

Signing Complete

Security Checked

3/16/2021 7:39:30 PM

Envelope Summary Events	Status	Timestamps
Completed	Security Checked	3/16/2021 7:39:30 PM
Payment Events	Status	Timestamps