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ORDER FORM

Ministry of Justice Call-Off Agreement

Order Form No. 072

- A. On 18 July 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of Data Centre Colocation Services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a Private Sector Partner and subscribing for shares in the Supplier. The Supplier, a joint venture between HM Government and the Private Sector Partner, was established to act as the provider of these Services.
- B. On or about 16 March 2015, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
- C. On 5 July 2017 and in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer decided to enter into a Call-Off Agreement with the Supplier for the provision of the Services (the "Original Call-Off Agreement").
- D. The Customer and Supplier ("the Parties") entered a number of Service Request Forms under the Original Call-Off Agreement. The most recent Committed Service Period under the Original Call-Off Agreement expired on 30 June 2022. The Parties wish to terminate the Original Call-Off Agreement before its expiry date and renew it pursuant to this Call-Off Agreement
- E. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Parties wish to enter into this Call-Off Agreement for the continued provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form and to enter into a new Service Request Form.
- F. For the avoidance of doubt, the provision of the Services shall not be interrupted following termination of the Original Call-Off Agreement.
- G. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

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Table of Appendices

Appendix 1 (Service Request)

Appendix 2 (Customer Responsibilities)

Appendix 3 (Implementation Plan)

Section 1: Customer Details

1.	Customer	THE SECRETARY OF STATE FOR JUSTICE acting as part of the Crown
2.	Address	Ministry of Justice, 102 Petty France, London SW1H 9AJ

The Service Recipients for the purpose of this Call-Off Agreement are:

3.	Service Recipients	The Customer
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Section 2: Preliminaries

4.	Conditions Precedent	The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing this Call-Off Order Form by the Framework Authority's authorised representative.
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Section 3: Call-Off Agreement Particulars

5.	Initial Term	<p>The Initial Term shall be the period commencing on 1 July 2022 and expiring on the 30th June 2027, notwithstanding any provisions to the contrary in the Framework Agreement or the Standard Terms regarding how the Initial Term shall be calculated.</p> <p>For the avoidance of doubt, the right of the Customer to elect to extend the Initial Term in accordance with clause 42.2 of the Standard Terms remains.</p>
6.	Customer Responsibilities	The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form.
7.	Staff Transfer	<p>Pursuant to Clause 19 of the Standard Terms (Staff Transfers), the Customer anticipates that the following Part(s) of Schedule 5.1 (Staff Transfers) shall apply to this Call Off Agreement and any Service Request served under it unless otherwise specified in Section 6 of the relevant Service Request (<i>tick as applicable</i>):</p> <p><input type="checkbox"/> Part A;</p> <p><input type="checkbox"/> Part B; or</p> <p><input checked="" type="checkbox"/> Part C; and</p> <p><input checked="" type="checkbox"/> Part D</p>

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8.	Implementation Plan	NOT APPLICABLE
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9.	Delay Payments	NOT APPLICABLE
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Section 4: Personnel and Governance

10.	Customer Representative	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]
11.	Supplier Representative	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]
12.	Customer Notice	Name	[REDACTED]
		Address	[REDACTED]
		Email	[REDACTED]
13.	Supplier Notice	Name	[REDACTED]
		Address	[REDACTED]
		Email	[REDACTED]

Section 5: Project management

14.	Customer's Project Manager(s)	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]

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15.	Supplier's Project Manager	Name	[REDACTED]
		Address	[REDACTED]
		Telephone No.	[REDACTED]
		Email	[REDACTED]

Section 6: Invoicing

16.	Invoice Address(es)	<p>For Customer:</p> <p align="right">Ministry of Justice Shared Services Connected (SSC) Limited PO Box 743 Newport NP10 8FZ Email: submission of invoices via – APinvoices- MOJ-U@sscl.gse.gov.uk [REDACTED]</p> <p>For Supplier:</p> <p align="right">Finance Team Crown Hosting Data Centres Limited Spring Park, Westwells Road, Corsham, Wiltshire SN13 9GB [REDACTED]</p>
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Section 7: Insurance

17.	Required Insurances
	The Supplier shall maintain the Insurances set out in Schedule 3.7 (Insurance Requirements) to the Framework Agreement.

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Section 8: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

18.	Special Conditions
	<p>1. In consideration of the Supplier entering into this Call-Off Agreement, the Customer shall pay the sum of [REDACTED] to the Supplier, the adequacy and sufficiency of which is hereby acknowledged by the Parties.</p> <p>2. Conflicts and Priority</p> <p>The following provisions are “Special Conditions” and in the event of any conflict or ambiguity, these Special Conditions shall take priority over the provision of the Standard Terms or the Framework Agreement, as the case may be.</p> <p>3. Original Call-Off Agreement</p> <p>3.1 The Supplier waives the requirement for the Customer to serve notice of the Customer’s intention to terminate the Original Call-Off Agreement, notwithstanding any non-compliance with the process for termination under the Original Call-Off Agreement or Service Request Forms</p> <p>3.2 The Parties agree that the Customer shall be deemed to have exercised its rights to terminate the Original Call-Off Agreement and the Original Call-Off Agreement and any related Service Request Form shall be deemed to have terminated on 30 June 2022.</p> <p>3.3 The Parties agree that the Services provided under the Original Call-Off Agreement after expiry of the Committed Service Period on 30 June 2022 shall be deemed to have been provided in accordance with the terms of the first Service Request Form issued under this Call-Off Agreement with effect from and including 1 July 2022.</p> <p>4. Data Protection</p> <p>The existing Data Protection provisions (in clause 25 of the Standard Terms) shall be deleted and replaced by the following:</p> <p><u>Change 1: Standard Terms (Schedule 2.3 of the Framework Agreement)</u></p> <p>25. Protection of Personal Data</p> <p>25.1 The Supplier shall comply (and shall ensure that each of its Key Sub-contractors complies) with its obligations under this Call-Off Agreement and under Data Protection Legislation with respect to the types of Personal Data it processes and according to its responsibilities as a Controller or Processor (as appropriate) for the relevant Personal Data, as described in Schedule 8 (Schedule of Processing, Personal Data and Data Subjects).</p> <p>25.2 With respect to the Parties' rights and obligations under this Call-Off Agreement, the Parties acknowledge that, to the extent that the Supplier's provision of the Services involves the processing of Personal Data, the following provisions shall apply.</p> <p>25.3 The Supplier shall:</p>

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- (a) ensure that at all times it has in place appropriate Protective Measures to guard against a Data Loss Event, including the measures as set out in Clause 22 (Customer Stored Data and Customer Data) of these Standard Terms and in Schedule 3.6 (Security Management) to the Framework Agreement, having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development;
 - (iv) cost of implementing any measures; and
 - (v) the operational requirements of the Call-Off Agreement
- (b) take all reasonable steps to ensure the reliability and integrity of any Supplier Personnel who have access to the Personal Data and ensure that the Supplier Personnel:
 - (i) are aware of and comply with the Supplier's duties under this Clause 25 and Clauses 22 (Customer Stored Data and Customer Data) and 23 (Confidentiality) and under Schedule 3.6 (Security Management) to the Framework Agreement;
 - (ii) are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Call-Off Agreement; and
 - (iii) have undergone adequate training in the use, care, protection and handling of personal data (as defined in the Data Protection Legislation);
- (c) comply with clause 20 (Supply Chain Rights) with respect to any Sub-processor who the Supplier allows to process any Personal Data related to this Agreement. The Supplier must use reasonable efforts to enter into a written agreement with the Sub-processor which gives effect to the terms set out in this clause 25 such that they apply to the Sub-processor and provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require; and
- (d) remain fully liable for all acts or omissions of any Sub-processor.

25.4 Where it acts as a Processor, the Supplier shall:

- (a) Process the Personal Data only in accordance with Schedule 8 (see further below) and the documented instructions from the Customer to perform its obligations under this Call-Off Agreement, unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before processing the Personal Data unless prohibited by Law;

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- (b) not disclose or transfer the Personal Data to any third party or Supplier Personnel unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, obtain the prior written consent of the Customer (save where such disclosure or transfer is specifically authorised under this Call-Off Agreement);
- (c) notify the Customer (within five (5) Working Days) if it receives:
 - (i) from a Data Subject (or third party on their behalf):
 - (A) a Data Subject Request (or purported Data Subject Request);
 - (B) a request to rectify, block or erase any Personal Data; or
 - (C) any other request, complaint or communication relating to the Customer's obligations under the Data Protection Legislation;
 - (ii) any communication from the Information Commissioner's Office or any other regulatory authority in connection with Personal Data; or
 - (iii) a request from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law;
- (d) provide the Customer with full cooperation and assistance (within the timescales reasonably required by the Customer in relation to any complaint, communication or request made (as referred to in Clause 25.4(c)), including by promptly providing:
 - (i) the Customer with full details of the complaint, communication or request;
 - (ii) where applicable, such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation; and
 - (iii) the Customer, on request, with any Personal Data it holds in relation to a Data Subject;
 - (iv) assistance as is reasonably requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commission's Office; and
- (e) if requested by the Customer, provide a written description of the measures that it has taken and the technical and organisational security measures that it has in place for the purpose of compliance with its obligations pursuant to this Clause 25 and provide to the Customer copies of all documentation relevant to such compliance including protocols, procedures, guidance, training and manuals.

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	<ul style="list-style-type: none">(f) notify the Customer immediately if it considers that any of the Customer's instructions infringe the Data Protection Legislation;(g) provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment required by Data Protection Legislation prior to commencing any processing. Such assistance may, at the discretion of the Customer, include:<ul style="list-style-type: none">(i) a systematic description of the envisaged processing operations and the purpose of the processing;(ii) an assessment of the necessity and proportionality of the processing operations in relation to the Services;(iii) an assessment of the risks to the rights and freedoms of Data Subjects; and(iv) the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data;<p>For the avoidance of doubt, the Supplier shall not be required to provide any assistance to the Customer in the preparation of any Data Protection Impact Assessment in relation to Customer Stored Data;</p>(h) maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:<ul style="list-style-type: none">(i) the Customer determines that the processing is not occasional;(ii) the Customer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 GDPR; and(iii) the Customer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects;(i) allow for audits of its data processing activity by the Customer or the Customer's designated auditor. <p>25.5 The Supplier shall not Process or otherwise transfer or permit the transfer of any Personal Data in or to any country outside the United Kingdom or the European Economic Area (each an "Offshore Location"). If, after the Call-Off Effective Date, the Supplier (or any Sub-contractor) wishes to Process and/or transfer or permit the transfer of any Personal Data in or to any Offshore Location, the following provisions shall apply:</p> <ul style="list-style-type: none">(a) the Supplier shall submit a RFC to the Customer which, if the Customer agrees to such RFC, shall be dealt with in accordance with Schedule 4.2 (Change Control Procedure) of the Standard Terms and Clauses 25.5(b) to 25.5(c);
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- (b) the Supplier shall set out in its RFC and/or Impact Assessment details of the following:
 - (i) the Personal Data which will be transferred to and/or Processed in or to any Offshore Location;
 - (ii) the Offshore Location(s) to which the Personal Data will be transferred and/or Processed in;
 - (iii) any Sub-contractors or other third parties who will be Processing and/or receiving Personal Data in such Offshore Location(s); and
 - (iv) how the Supplier will ensure an adequate level of protection and adequate safeguards in respect of the Personal Data that will be Processed in and/or transferred to such Offshore Location(s) so as to ensure the Customer's compliance with DPA 2018;
- (c) in providing and evaluating the RFC and Impact Assessment, the Parties shall ensure that they have regard to and comply with then-current Customer, Central Government Bodies and Information Commissioner's Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing in and/or transfers of Personal Data in or to any such Offshore Location(s); and
- (d) the Supplier shall comply with such other instructions and shall carry out such other actions as the Customer may notify in writing, including:
 - (i) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the DPA 2018) in this Call-Off Agreement or a separate data processing agreement between the Parties; and
 - (ii) procuring that any Sub-contractor or other third party who will be Processing and/or receiving or accessing the Personal Data in any Offshore Location(s) either enters into:
 - (A) a direct data processing agreement with the Customer on such terms as may be required by the Customer; or
 - (B) a data processing agreement with the Supplier on terms which are equivalent to those agreed between the Customer and the Supplier relating to the relevant Personal Data transfer,

and in each case which the Supplier acknowledges may include the incorporation of model contract provisions (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) and technical and organisation measures which the Customer deems necessary for the purpose of protecting Personal Data.

25.6 The Supplier shall use its reasonable endeavours to assist the Customer to comply with any obligations under Data Protection Legislation, including assistance as requested by the Customer following any Data Loss Event, and

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shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its obligations under the Data Protection Legislation to the extent the Supplier is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations.

- 25.7 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation.

Add a new Schedule 8 to the Standard Terms as follows:

Schedule 8 – Schedule of Processing, Personal Data and Data Subjects

- 1 This Schedule 8 sets out details of the Supplier's processing of Personal Data.
- 2 Ark Data Centres Limited shall be acting as a Controller with respect to the processing of Personal Data that is described in the Ark Privacy Notice. The Supplier shall procure that Ark Data Centres Limited complies with its obligations as a Controller under Data Protection Legislation and those provisions of clause 25 of the Standard Terms that apply to it as a Controller.
- 3 Where the Supplier is acting as a Processor, the Supplier shall comply with the description of the Processing of Personal Data set out in the table below. The Supplier shall also comply with any further documented instructions of the Customer with respect to the Supplier's processing of Personal Data in the Supplier's capacity as a Processor. Any such further documented instructions shall be incorporated into this Schedule, unless they amount to a Change, in which case the instructions must be submitted in accordance with the Change Control Procedure.

Description	Details
Identity of the Controller and Processor	<p>The Parties acknowledge that for the purposes of Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor for the purposes of the processing described in this table.</p> <p>Ark Data Centres shall be acting as a Controller with respect to the processing of Personal Data that is described in the Ark Privacy Notice.</p>
Subject matter of the processing	<p>The processing is required in order for the Supplier to deliver the Services to the Customer and to notify the Customer of Incidents in accordance with the Service Levels.</p>
Duration of the processing	<p>For the duration of this Call-Off Agreement and for such longer period of time as Ark Data Centres Limited may maintain access logs for visitors to the Data Centres that correspond with the Data Subjects whose Personal Data is processed in accordance with this table.</p>

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Nature and purposes of the processing	The collection and storage of Personal Data for the purposes of using and maintaining visitor logs and emergency contacts for the provision of the Services.
Type of personal data	Identity and contact details, such as name, address, telephone number, employer, position and vehicle registration number. No special categories of personal data (as defined in Article 9 of the GDPR) shall be processed.
Categories of Data Subject	The Customer's visitors and emergency contacts provided to the Supplier for the purposes of emergency correspondence with respect to any Incidents at the Data Centres.
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	The Supplier will return or destroy the Personal Data after the duration of the processing (as described above) ceases. Records are typically electronic and those records will be deleted or otherwise rendered practically inaccessible.

Change 2: Consolidated Definitions (Schedule 1 of the Framework Agreement)

- Delete the definition of DPA.
- Insert the following definitions in the appropriate alphabetical location:

FWA	ST	Expression	Definition
	X	"Ark Privacy Notice"	the privacy notice for third parties made available from time to time by Ark Data Centres Limited with respect to its processing of Personal Data at the Data Centres;
	X	"Data Protection Legislation"	(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018; (iii) all applicable Law about the processing of personal data and privacy;
	X	"Data Protection Impact Assessment"	an assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data;
	X	"Controller", "Processor", "Data Subject", "Personal Data Breach" and "Data Protection Officer"	take the meaning given in the GDPR;

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		X	"Data Loss Event"	any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach;
		X	"Data Subject Request"	a request made by, or on behalf of, a Data Subject in accordance with rights granted pursuant to the Data Protection Legislation to access their Personal Data;
		X	"DPA 2018"	the Data Protection Act 2018;
		X	"European Economic Area "EEA""	consists of the Member States of the European Union and three countries of the European Free Trade Association (namely Iceland, Liechtenstein and Norway but not Switzerland);
		X	"GDPR"	the General Data Protection Regulation (Regulation (EU) 2016/679);
		X	"LED"	Law Enforcement Directive (Directive (EU) 2016/680);
		X	"Protective Measures"	appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of the such measures adopted by it;
		X	"Sub-processor"	any third party appointed to process Personal Data on behalf of the Supplier in its capacity as a Processor of Personal Data related to this Agreement;

Section 9: Initial Services

The Parties have agreed to enter into the Service Request set out in Appendix 1 (if any) in respect of the Services which the Customer wishes to commission from the Call-Off Effective Date

The Parties agree that the Call-Off Effective Date for the Service Request set out in Appendix 1 shall be deemed to be 1 July 2022 notwithstanding any provisions to the contrary in the Framework Agreement or the Standard Terms.

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Section 10: Framework Authority Consent

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Standard Terms. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 10:

Signature	[REDACTED]
Print Name	[REDACTED]
Title	[REDACTED]
Date	[REDACTED]

Section 11: Formation of Call-Off Agreement

Subject to Section 10 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the **Customer**:

Signature	[REDACTED]
Print Name	[REDACTED]
Title	[REDACTED]
Date	[REDACTED]

SIGNED for and on behalf of the **Supplier**:

Signature	[REDACTED]
Print Name	[REDACTED]
Title	[REDACTED]
Date	[REDACTED]

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Appendix 1

SERVICE REQUEST FORM

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Appendix 2

Customer Responsibilities

NOT APPLICABLE

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Appendix 3
Implementation Plan
NOT APPLICABLE