



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

Part A: Order Form	2
Schedule 1: Services	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions	13
Schedule 3: Collaboration agreement	32
Schedule 4: Alternative clauses	44
Schedule 5: Guarantee	49
Schedule 6: Glossary and interpretations.....	57
Schedule 7: GDPR Information	68

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	1872 0770 6884 003
Call-Off Contract reference	21_11_01
Call-Off Contract title	Digital Accessibility Service
Call-Off Contract description	The provision of services in relation to Accessibility and assistive technologies for cloud based services (websites/front end applications).
Start date	22 January 2022
Expiry date	21 January 2024 (with the provision to extend by 2 x 12 month periods)
Call-Off Contract value	£250,000 ex VAT
Charging method	Monthly in arrears on completion of the Deliverables
Purchase order number	To be confirmed with each individual call-off from the contract

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	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY
To the Supplier	The Digital Accessibility Centre Limited Suite 18 Llan Coed House Darcy Business Park Llandarcy Neath West Glamorgan SA10 6FG Company number: 07413852
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Officer

Name: Thawheeda Khan

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Director of Sales and Service Development

Name: Cam Nicholl

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 22 January 2022 and is valid for 24 months with the option to extend up to a maximum of 48 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of 12 months each, by giving the Supplier 1 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

Buyer contractual details

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

G-Cloud lot	<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	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none">• Deliverable 1

The Supplier will produce a detailed written report on findings from the initial review. The initial review report shall include, as a minimum, the identification of gaps in the NHSBSA's current approach together with recommendations and plans to address these in the following areas:

- NHSBSA Strategy
- Screen Readers
- Assistive Technologies
- Accessibility Tooling Strategy and Requirements
- Accessibility Processes and checklist for teams to consider when approaching a new service design.
- Accessibility Products

The written report shall include a documented impact assessment.

- Deliverable 2

The Supplier shall produce a clear and detailed proposal for how any identified gaps and consequent recommendations could be delivered and how the Supplier would then support the NHSBSA in delivering these recommendations which may include jointly create a process/policy/tools/implementation for accessibility testing.

- Deliverable 3

Provide advisory consultancy services, recommendations and training on how to use screen readers/assistive technology and on the approach to be deployed on projects.

- Deliverable 4

Training for staff to raise awareness of accessibility and how to design and consider accessibility at every stage of the software design and development process.

- Deliverable 5

The Supplier will:

- Conduct the Audit
- Provide a report providing detailed findings and recommendations which can be used as evidence within a GDS assessment.
- Conduct the Re-Test
- Provide result of the Re-Test

Provide the services in accordance with agreed service levels which will form part of the contract.

Additional Services	The Buyer may require additional services relating to accessibility services through the term of the Contract.
Location	<p>The Services will be delivered to Stella House Goldcrest Way, Newburn Riverside, Newcastle Upon Tyne, NE15 8NY, or at allocation agreed between the Parties during the kick off meeting where there is a benefit to best utilise the Parties resource/facilities to reduce the cost and increase the benefit through of the delivery of the contract.</p> <p>Travel to other NHSBSA sites may be required and where agreed, the Supplier's resources may work off-site.</p>
Quality standards	The quality standards required for this Call-Off Contract are set out in Schedule 1 – Services.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are set out in Schedule 1 – Services.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as detailed in Schedule 1 – Services.
Onboarding	<p>The onboarding plan for this Call-Off Contract is to be agreed during a kick off meeting for the services as detailed in Schedule 1 – Services.</p> <p>Services to be called-off under the contract via a Statement of Work or Purchase Order. The Supplier shall engage directly with the Buyer to ensure the full scope of the requirements for each call-off is understood and agreed, in writing, by the Parties in advance of any engagement.</p>
Offboarding	The offboarding plan for this Call-Off Contract is in accordance with clause 21 of this Call-Off Contract. The Supplier shall work with the Buyer to produce an Exit Plan which will contain the relevant provisions for off-boarding this service.
Collaboration agreement	Not Used

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1,000,000 or 125% 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 £1,000,000 or 125% 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"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • 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 £1,000,000 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 5 consecutive days.</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> <p><u>What will happen during an audit or inspection</u></p> <p>7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.</p>

7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

7.9.1 provide audit information without delay

7.9.2 provide all audit information within scope and give auditors access to Supplier Staff

7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)

7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only

7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier

7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation

7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement

7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records

7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date

Costs of conducting audits or inspections

7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:

7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge

	<p>due in any monthly reporting and accounting period</p> <p>7.11.2 a Material Breach</p> <p>7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
Buyer's responsibilities	The Buyer is responsible for providing the Supplier with the appropriate access to systems and premises to allow the Supplier to deliver the Services.
Buyer's equipment	Not Used

Supplier's information

Subcontractors or partners	Not Used
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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 capped time and materials or fixed price. Each call-off will be scoped and priced individually on either a capped time and materials or fixed price basis.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.

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	Invoices will be sent to nhsbsa.accountspayable@nhs.net					
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none">the date of the invoice;a unique invoice number;valid Purchase Order Number as provided by the Customer;the period to which the charges relate;the correct agreement reference '21_11_01';any payments due in respect of achievement of a Deliverable;total charges gross and net of any applicable deductions and, separately.					
Invoice frequency	Invoice will be sent to the Buyer on completion of the call-off deliverables.					
Call-Off Contract value	The total value of this Call-Off Contract is capped at £250,000 ex VAT. This Call-Off Contract value does not represent a minimum commitment from the Buyer to the Supplier.					
Call-Off Contract charges	<p>The breakdown of the Charges are detailed in the table below:</p> <table><tr><td>Deliverable and Description</td><td>Capped Time and Materials Charge (£ excluding VAT and travel costs where services are not delivered virtually)</td></tr><tr><td>Deliverable 1 The Supplier will produce a detailed written report on findings from the initial review. The initial review report shall include, as a minimum, the identification</td><td>7 days at [REDACTED] per day = [REDACTED]</td></tr></table>		Deliverable and Description	Capped Time and Materials Charge (£ excluding VAT and travel costs where services are not delivered virtually)	Deliverable 1 The Supplier will produce a detailed written report on findings from the initial review. The initial review report shall include, as a minimum, the identification	7 days at [REDACTED] per day = [REDACTED]
Deliverable and Description	Capped Time and Materials Charge (£ excluding VAT and travel costs where services are not delivered virtually)					
Deliverable 1 The Supplier will produce a detailed written report on findings from the initial review. The initial review report shall include, as a minimum, the identification	7 days at [REDACTED] per day = [REDACTED]					

	<p>of gaps in the NHSBSA's current approach together with recommendations and plans to address these in the following areas:</p> <ul style="list-style-type: none"> • NHSBSA Strategy • Screen Readers • Assistive Technologies • Accessibility Tooling Strategy and Requirements • Accessibility Processes and checklist for teams to consider when approaching a new service design. • Accessibility Products <p>The written report shall include a documented impact assessment.</p>	
	<p>Deliverable 2 The Supplier shall produce a clear and detailed proposal for how any identified gaps and consequent recommendations could be delivered and how the Supplier would then support the NHSBSA in delivering these recommendations which may include jointly create a process/policy/tools/implementation for accessibility testing.</p>	<p>8 days at [REDACTED] per day = [REDACTED]</p>
	<p>Deliverable 3 Provide advisory consultancy services, recommendations and training on how to use screen readers/assistive technology and on the approach to be deployed on projects.</p>	<p>Consultancy services at [REDACTED] per day</p> <p>Training to use Assistive Technology for testing purposes: 5 delegates at [REDACTED] per day.</p>
	<p>Deliverable 4 Training for staff to raise awareness of accessibility and how to design and consider accessibility at every stage of the software design and development process.</p>	<p>Unless otherwise shown, all courses are priced per session for 10 delegates.</p> <p>Developer - [REDACTED] General awareness - [REDACTED] Designer/Conte</p>

		nt author - [REDACTED] Non-HTML documents - [REDACTED] QA for 5 delegates - [REDACTED] Advanced QA - [REDACTED]
	Deliverable 5 The Supplier will: <ul style="list-style-type: none"> • Conduct the Audit • Provide a report providing detailed findings and recommendations which can be used as evidence within a GDS assessment. • Conduct the Re-Test • Provide result of the Re-Test • Provide the services in accordance with agreed service levels which will form part of the contract. 	Charges based on a representative 30 page sample such as https://www.nhs.uk Charge inclusive of pan disability user testing and technical audit. 5 days at [REDACTED] per day = [REDACTED] Re-testing of site pages once adjustments have been made [REDACTED] per day.

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: <ul style="list-style-type: none"> • completion of a kick off meeting by 31 January 2022 • completion of the first phase of work by 31 March 2022.
Guarantee	Not Used

Warranties, representations	Not Used
Supplemental requirements in addition to the Call-Off terms	Not Used
Alternative clauses	Not Used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Used
Public Services Network (PSN)	Not Used
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1

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	Cam Nicholl	Sean Murphy
Title	Director	Head of Commercial Services
Signature	Supplier Signature <i>Signed via Docusign on 31/01/2022</i>	Buyer Signature <i>Signed via Docusign on 01/02/2022</i>
Date	<i>31/01/2022</i>	<i>01/02/2022</i>

Schedule 1: Services

1. Requirements

1.1 The requirements are as set out below:

- 1.1.1. To review and produce a gap analysis, against required standards, of the NHSBSA check-list/processes/tools currently in place;
- 1.1.2. Provide advisory consultancy services, recommendations and training on how to use, test and develop with screen readers/assistive technology;
- 1.1.3. Provide advisory services to assist with the NHSBSA accessibility strategy;
- 1.1.4. Jointly create a process/policy/tools/implementation for accessibility testing;
- 1.1.5. Training for staff to raise awareness of accessibility and how to design and consider accessibility at every stage of the software design and development process;
- 1.1.6. Review the strategy/tools/process at periodic stages through the term of the contract and provide services on a call off basis to make improvements/recommendations and assist in their implementation;
- 1.1.7. On a call off basis, carry out accessibility audits on projects to ensure compliance with Accessibility Standard WCAG 2.1 AAA.
- 1.1.8. Provide guidance and advisory services to assist with future WCAG guidelines releases (for example, upcoming WCAG 2.1 & WCAG 3.0).

2. Scope

- 2.1 The first phase of work (sections 1.1.1-1.1.6) to be carried out and completed by 31st March 2022.
- 2.2 The scope of the contract will include the provision of audit services (as per 1.1.7 above) and a pipeline of the projects which may require audit services on a call off basis will be provided to the awarded supplier on contract sign off and may be updated from time to time during the term of the contract. These services will require a report which can be used to prove compliance within a Government Digital Service (GDS) assessment. Where services are called off for the respective project the Authority will agree the scope of the work and agree the cost based upon the project specific requirements using the Statement of Work (SoW) template set out in Appendix B.

3. Deliverables

- 3.1 The deliverables required of the Initial Phase are set-out in Table 1 below. Deliverables for future work (under 1.1.7-1.1.7) will be specified and agreed in any subsequent Statements of Work.

Table 1: Required Deliverables from the Initial Phase

Reference	Deliverables
DEL 1	<p>The Supplier will produce a detailed written report on findings from the Initial Review. The report shall include, as a minimum, the identification of gaps in the NHSBSA's current approach together with recommendations and plans to address these in the following areas:</p> <ul style="list-style-type: none">• NHSBSA Strategy• Screen Readers• Assistive Technologies• Accessibility Tooling Strategy and Requirements

	<ul style="list-style-type: none"> • Accessibility Processes and checklist for teams to consider when approaching a new service design. • Accessibility Products <p>The written report shall include a documented impact assessment.</p>
DEL 2	The Supplier shall produce a clear and detailed proposal for how any identified gaps and consequent recommendations could be delivered and how the Supplier would then support the NHSBSA in delivering these recommendations which may include jointly create a process/policy/tools/implementation for accessibility testing.
DEL 3	Provide advisory consultancy services, recommendations and training on how to use screen readers/assistive technology and on the approach to be deployed on projects.
DEL 4	Training for staff to raise awareness of accessibility and how to design and consider accessibility at every stage of the software design and development process.

Table 2: Required Deliverables for Audit and Testing Services

Reference	Deliverables
DEL 5	<p>The Supplier will:</p> <ul style="list-style-type: none"> • Conduct the Audit • Provide a report providing detailed findings and recommendations which can be used as evidence within a GDS assessment. • Conduct the Re-Test • Provide result of the Re-Test <p>Provide the services in accordance with agreed service levels which will form part of the contract.</p>

4. Service Level Agreement

4.1 Completion of Deliverable 1 by 31st March 2022

4.2 Completion of each call-off within the timescales agreed by the Parties.

Supplier Terms and Conditions, G-Cloud Service Definition, Pricing document and clarification response is as detailed in Appendix 1.

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Deliverable and Description	Capped Time and Materials Charge (£ excluding VAT and travel costs where services are not delivered virtually)
<p>Deliverable 1 The Supplier will produce a detailed written report on findings from the initial review. The initial review report shall include, as a minimum, the identification of gaps in the NHSBSA's current approach together with recommendations and plans to address these in the following areas:</p> <ul style="list-style-type: none"> • NHSBSA Strategy • Screen Readers • Assistive Technologies • Accessibility Tooling Strategy and Requirements • Accessibility Processes and checklist for teams to consider when approaching a new service design. • Accessibility Products <p>The written report shall include a documented impact assessment.</p>	<p>7 days at [REDACTED] per day = [REDACTED]</p>
<p>Deliverable 2 The Supplier shall produce a clear and detailed proposal for how any identified gaps and consequent recommendations could be delivered and how the Supplier would then support the NHSBSA in delivering these recommendations which may include jointly create a process/policy/tools/implementation for accessibility testing.</p>	<p>8 days at [REDACTED] per day = [REDACTED]</p>
<p>Deliverable 3 Provide advisory consultancy services, recommendations and training on how to use screen readers/assistive technology and on the approach to be deployed on projects.</p>	<p>Consultancy services at [REDACTED] per day</p> <p>Training to use Assistive Technology for testing purposes: 5 delegates at [REDACTED] per day.</p>
<p>Deliverable 4 Training for staff to raise awareness of accessibility and how to design and consider accessibility at every stage of the software design and development process.</p>	<p>Unless otherwise shown, all courses are priced per session for 10 delegates.</p> <p>Developer - [REDACTED] General awareness - [REDACTED] Designer/Content author - [REDACTED] Non-HTML documents - [REDACTED] QA for 5 delegates - [REDACTED] Advanced QA - [REDACTED]</p>

Deliverable 5

The Supplier will:

- Conduct the Audit
- Provide a report providing detailed findings and recommendations which can be used as evidence within a GDS assessment.
- Conduct the Re-Test
- Provide result of the Re-Test
- Provide the services in accordance with agreed service levels which will form part of the contract.

Charge inclusive of pan disability user testing and technical audit.

5 days at [REDACTED] per day = [REDACTED]

Re-testing of site pages once adjustments have been made [REDACTED] per day.

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, 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 10 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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.

Data Protection Impact Assessment (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	<p>Can be:</p> <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.

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: Chris Gooday, nhsbsa.dataprotection@nhs.net.
- 1.2 The contact details of the Supplier's Data Protection Officer are: Gemma Nicholl
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Personnel names for training purposes• Personnel contact detail for training purposes
Duration of the Processing	The duration of this call-off contract including any extension periods which are exercised.
Nature and purposes of the Processing	Consultation and training on accessibility of digital services for the purposes of GDS and Equality Act 2010 compliance.
Type of Personal Data	Name Telephone number Email address
Categories of Data Subject	Buyer Staff
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	Destruction of data on completion of the processing/training.

Annex 2: Joint Controller Agreement – Not Used

Appendix 1

Digital Accessibility Centre Ltd Terms and Conditions

1. Interpretation

- 1.1. The definitions and rules of interpretation in this condition apply in these terms and conditions

(Conditions).

- 1.1.1. **Certification:** means the achievement of the Customer's digital product being accredited as a Digital Accessibility Centre "Certified AA" digital product or a Digital Accessibility Centre "Certified AAA" digital product whereby the Customer shall be entitled to the certification entitlements;
- 1.1.2. **Certification Expiration Date:** the expiry of twelve months from the date of Certification or, if earlier, the date on which the Customer makes changes to its digital product, other than purely to the actual text contained on the digital product, without obtaining prior written authorisation from the Supplier;
- 1.1.3. **Certification Period:** the period of twelve months starting from the date of award following a relevant re-test Report
- 1.1.4. **Contract:** The Digital Accessibility Services Order Confirmation and these Conditions;
- 1.1.5. **Customer's Equipment:** any equipment, systems, software, hardware, cabling or facilities provided and/or made available by the Customer in connection with the provision of the Services;
- 1.1.6. **Designation(s):** the agreed form(s) of wording set out in the Order Confirmation;
- 1.1.7. **Designated Logo(s):** the relevant logo(s) set out in the Order Confirmation;
- 1.1.8. **Document:** includes, without limitation, in addition to any document in writing, any drawing, map, plan, diagram, design, picture or other image, tape, disk or other device or record embodying information in any form;
- 1.1.9. **Intellectual Property Rights:** all patents, rights to inventions, utility models, copyright and related rights, trade- marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information including know-how and trade secrets, and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world;
- 1.1.10. **Order Confirmation:** The Digital Accessibility Centre Order Confirmation entered into by the Supplier and the Customer;

- 1.1.11. **Pre-existing Materials:** all Documents, information and materials provided by the Supplier relating to the Services which existed prior to the commencement of the Contract including computer programs, data, reports and specifications;
- 1.1.12. **Services:** the services to be provided by the Supplier under the Contract as set out in the Digital Accessibility Centre Order Confirmation;

- 1.1.13. **Supplier's Equipment:** any equipment, including tools, systems, cabling or facilities, provided by the Supplier or its subcontractors and used directly or indirectly in the supply of the Services;
- 1.1.14. **Value Added Tax:** Value added tax chargeable under English law for the time being and any similar additional tax.
- 1.2. Words defined in the Order Confirmation shall have the same meaning in these Conditions, unless expressly stated otherwise.
- 1.3. Headings in these conditions shall not affect their interpretation.
- 1.4. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.5. Except where provided otherwise, a reference to a statute or statutory provision is a reference to it as it is in force for the time being, taking account of any amendment, extension, or re- enactment and includes any subordinate legislation for the time being in force made under it.
- 1.6. A reference to writing or written includes faxes but not e-mail.
- 1.7. Any obligation in the Contract on a person not to do something includes, without limitation, an obligation not to agree, allow, permit or acquiesce in that thing being done.
- 1.8. References to conditions are to the conditions of the Contract.

2. Application of Conditions

- 2.1. These Conditions shall:
 - 2.1.1. apply to and be incorporated into the Contract; and
 - 2.1.2. prevail over any inconsistent terms or conditions contained, or referred to, in any Customer's purchase order, confirmation of order, acceptance of a quotation, or specification or other Document supplied by the Customer, or implied by law, trade custom, practice or course of dealing. To the extent that there is any inconsistency between the provisions of these Conditions and the Order Confirmation, the provisions of the Order Confirmation shall prevail.
- 2.2. The Customer's purchase order, or the Customer's acceptance of a quotation for Services by the Supplier, constitutes an offer by the Customer to purchase the Services on these Conditions. No offer placed by the Customer shall be accepted by the Supplier other than:
 - 2.2.1. By Supplier and the Customer executing the Order Confirmation; or
 - 2.2.2. (if earlier) by the Supplier starting to provide the Services, when a contract for the supply and purchase of the Services on these Conditions will be established. The Customer's standard terms and conditions, if any, attached to, enclosed with or referred to in any purchase order or other Document shall not govern the Contract.

- 2.3. Quotations are given by the Supplier on the basis that no Contract shall come into existence except in accordance with condition 2.1.1. Any quotation is valid for a period of sixty days from its date, provided that the Supplier has not previously withdrawn it.

3. Commencement and Anticipated Delivery Date for the Report

- 3.1. At the time of entering into the Contract, the Supplier shall provide the Customer with an anticipated delivery date for the Report. This will, subject in all cases to condition 4.2 of these Conditions, usually (but not always) be within 14 days of the date of the execution of the Contract.

4. Supplier's Obligations

- 4.1. The Supplier shall use reasonable endeavours to provide the Services to the Customer, in accordance with the Order Confirmation.
- 4.2. The Supplier shall use reasonable endeavours to meet any performance dates reasonably agreed between the parties,
- 4.3. The Supplier shall use reasonable endeavours to observe all health and safety rules and regulations, and any other reasonable security requirements that apply at any of the Customer's premises and that have been communicated to it under condition 5.1.2, provided that it shall not be liable under the Contract if, as a result of such observation, it is in breach of any of its obligations under the Contract.
- 4.4. The Supplier shall regularly audit its internal processes to ensure compliance with the Contract and the requirements of ISO9001:2015. Any non-compliance will be reported to the Services Team Manager and corrective/preventative action will be undertaken as appropriate.
- 4.5. The Supplier shall maintain appropriate insurance cover

5. Customer's Obligations

- 5.1. The Customer shall:
 - 5.1.1. co-operate with the Supplier in all matters relating to the Services;
 - 5.1.2. provide to the Supplier, in a timely manner, such information and materials and appropriate means of access to the Customer's digital product as the Supplier may reasonably require in connection with the Services;
 - 5.1.3. where the Services are being undertaken at the Customers' premises:
 - 5.1.3.1. provide the Supplier, including employees with access to the Customer's premises, office accommodation, data and other facilities as reasonably required by the Supplier, in a timely manner and at no charge;
 - 5.1.3.2. be responsible (at the Customer's own cost) for preparing and maintaining the relevant premises for the supply of the Services, including identifying, monitoring, removing and disposing of any hazardous materials from any of its premises in accordance with all applicable laws, before and during the supply of the Services at those premises, and informing the Supplier of all of the Customer's obligations and actions under this condition; and

- 5.1.3.3. inform the Supplier of all health and safety rules and regulations and any other reasonable security requirements that apply;

- 5.1.4. ensure that all Customer's Equipment is in good working order and suitable for the purposes for which it is used and conforms to all relevant United Kingdom standards or requirements and that no damage is caused to the Supplier's Equipment as a result of the Customer's Equipment being defective or unsuitable;
- 5.2. The Customer shall provide and/or make available the Customer's Equipment, free of charge, to the extent that the Supplier reasonably requires the same in order to be able to perform the Services.
- 5.3. If the Supplier's performance of its obligations under the Contract is prevented or delayed by any act or omission of the Customer, its agents, subcontractors, consultants or employees, the Supplier shall not be liable for any costs, charges or losses sustained or incurred by the Customer arising directly or indirectly from such prevention or delay.
- 5.4. The Customer shall not, without the prior written consent of the Supplier, at any time from the date of the Contract to the expiry of six months after the Accreditation Expiration Date, solicit or entice away from the Supplier or employ, or attempt to employ any person who is, or has been, engaged as an employee, Supplier in the provision of the Services.

6. Charges and Payment

- 6.1. In consideration of the provision of the Services by the Supplier, the Customer shall pay the charges as set out and in accordance with the Order Confirmation.
- 6.2. Any prices contained in the Order Confirmation exclude VAT, which the Supplier shall add to its invoices at the appropriate rate.
- 6.3. The Customer shall pay each invoice submitted to it by the Supplier, in full and in cleared funds, within thirty days of receipt to a bank account nominated in writing by the Supplier. Without prejudice to any other right or remedy that it may have, if the Customer fails to pay the Supplier on the due date, the Supplier may:
 - 6.3.1. charge interest on such sum from the due date for payment at the annual rate of 1% above the base lending rate from time to time of The Bank of England, accruing on a daily basis and being compounded annually until payment is made, whether before or after any judgment and the Customer shall pay the interest immediately on demand. The Supplier may claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and
- 6.4. All sums payable to the Supplier under the Contract shall become due immediately on its termination, despite any other provision. This condition is without prejudice to any right to claim for interest under the law, or any such right under the Contract.
- 6.5. The Supplier may, without prejudice to any other rights it may have, set off any liability of the Customer to the Supplier against any liability of the Supplier to the Customer.

7. Intellectual Property Rights

- 7.1. As between the Customer and the Supplier, all Intellectual Property Rights and all other rights in the Documents, Designated Logos and Designations and the Pre-existing Materials shall be owned by the Supplier.

- 7.2. Subject to the Supplier's certification of the Customer's digital product and to condition 7.3, the Supplier grants to the Customer on a non-exclusive, worldwide basis a licence to such extent as is necessary to enable the Customer to make reasonable use of the Designated Logo and the Designations provided that such licence;
- 7.3. shall be for the certification Period only;
- 7.4. shall cease immediately on the certification expiry date; and
- 7.5. extends only to use of the Designated Logo and Designations in accordance with the Contract and the Supplier's reasonable instructions from time to time.
- 7.6. The licence, the Designated Logo and the Designations shall be solely in respect of the Customer's digital product and the Designated Logo and the Designations shall not be used by the Customer to suggest that any other digital product, or other channel of communication, activity or operation of the Customer has been accredited by and/or is otherwise associated with the Supplier.

8. Confidentiality and the Supplier's Property

- 8.1. The Customer shall keep in strict confidence any confidential information concerning the Supplier's business or its products which the Customer may obtain during the course of the Contract.
- 8.2. The Customer may disclose such information:
 - 8.2.1. to its employees, officers, representatives, advisers, agents or subcontractors who need to know such information for the purposes of carrying out the Customer's obligations under the Contract; and
 - 8.2.2. as may be required by law, court order or any governmental or regulatory authority.
- 8.3. The Customer shall ensure that its employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such information comply with this condition
- 8.4. The Customer shall not use any such information for any purpose other than to perform its obligations under the Contract.

9. Limitation of Liability

- 9.1. This condition 9 sets out the entire financial liability of the parties (including any liability for the acts or omissions of the parties' employees, agents, consultants, and subcontractors) to each other in respect of:
 - 9.1.1. any breach of the Contract including through recklessness; and
 - 9.1.2. any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Contract.
- 9.2. All warranties, conditions and other terms implied by statute or common law are, to the

fullest extent permitted by law, excluded from the Contract.

9.3. Nothing in these Conditions limits or excludes the liability of either party for:

- 9.3.1. death or personal injury resulting from negligence; or
- 9.3.2. any damage or liability incurred as a result of fraud or fraudulent misrepresentation by either party.
- 9.4. Nothing in these Conditions limits or excludes the liability of the Supplier to the Customer in respect of any third-party claims arising out of any use made by the Customer in accordance with the Contract of the Designated Logo and the Designations, or any part of them.
- 9.5. Nothing in these Conditions limits or excludes the liability of the Customer to the Supplier in respect of any third-party claims arising out of any use made by the Customer of the Designated Logo and the Designations not in accordance with the Contract.
- 9.6. Subject to conditions 9.3 and 9.4;
 - 9.6.1. the Supplier shall not be liable for:
 - 9.6.1.1. loss of profits; or
 - 9.6.1.2. loss of business; or
 - 9.6.1.3. depletion of goodwill and/or similar losses; or
 - 9.6.1.4. damage to reputation; or
 - 9.6.1.5. loss of anticipated savings; or
 - 9.6.1.6. loss of goods; or
 - 9.6.1.7. loss of contract; or
 - 9.6.1.8. loss of use; or
 - 9.6.1.9. loss of corruption of data or information; or
 - 9.6.1.10. any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses.
 - 9.6.2. Subject to clause 9.4 and 9.5 the total liability of the parties in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise arising in connection with the performance, or contemplated performance, of the Contract shall be limited to total of the price payable for the provision of the Services as specified in the Order Confirmation and the price paid for the Services.

10. Warranty

- 10.1. The Supplier warrants that to the best of its knowledge the provision of the Services and the subsequent use by the Customer of the Designated Logo in accordance with the Contract and the Supplier's reasonable instructions, does not infringe the rights of any third party in existence as at the date of entering into this Contract.
- 10.2. The Supplier warrants that the Services performed by the Supplier will be undertaken with all reasonable care and skill.

- 10.3. The Supplier confirms that it will be working in line with the requirements ISO/IEC 40500:2012 with respect to Accessibility Services and Applications Testing.
- 10.4. The Supplier does not warrant that after the provision of the Services the Customer's digital product will be error-free, nor free from viruses, defamatory, offensive or other harmful matter. Any Recommendations made by the Supplier in its Report or any interim reports regarding the accessibility of the Customer's digital product are implemented at the Customer's sole discretion and the Customer will remain responsible for the content and operation of the digital product.
- 10.5. The Supplier makes no guarantees that Accreditation will enhance every individual's performance and learning capacity. Each individual will have differing capacities and the Supplier will not have direct control over the actual progress and learning capacity of an individual. As a result, the Supplier will not be responsible for an individual's inability to use the relevant digital product post certification award.

11.Complaints Procedure

- 11.1. The Supplier will deal with any of the complaints in accordance with the following procedure:
- 11.1.1. Complaints in the first instance should be addressed to the Sales Manager at the address stated in Clause 24.1 or via email or telephone.
 - 11.1.2. Complaints will be acknowledged within one working day. The Customer will thereafter be kept informed of the progression of the complaint on a thrice weekly basis until such time as the complaint is resolved in a manner agreeable to the Customer and the Supplier.
 - 11.1.3. If the complaint cannot be resolved to both parties' satisfaction, the Sales Manager will refer the matter to the Director of Operations. The Director of Operations will aim to respond to the Customer within five working days of referral and will set out its findings and any follow up action to be taken.

12.Data Protection

- 12.1. The Supplier confirms that it shall comply with the Data Protection Act 1998 and any amendments to or re-enactments thereof as required by law.

13.Virtual Private Network Software

- 13.1. Where the Customer provides virtual private network software to the Supplier in order for the Company to gain access to the Customer network for the purpose of providing the Services, the Customer shall, without prejudice to its other obligations under the Contract, provide and ensure that all appropriate security measures are in place to prevent unauthorised access to the Supplier's network and the alteration, disclosure, destruction or accidental loss of data. Such security measures will comply with current industry best practice and all relevant statutory and other provisions, regulations, rules and codes of practice, and the requirements of the Supplier's current information systems security policy.

14. Cancellation

- 14.1. Following the execution of the Order Confirmation, the Contract may not be cancelled or varied by the Customer without five days' prior written notice to the Supplier.

- 14.2. If the Customer cancels the Contract without providing the notice required in clause 14.1, a cancellation fee equivalent to 10% of the price of the Service, as set out in the Order Confirmation will be charged.
- 14.3. Without prejudice to conditions 14.1 and 14.2 above, if the Customer postpones the performance of the Services and then fails to agree an alternative date within 28 days of the written notice of postponement, a cancellation fee equivalent to 10% of the price of the Service, as set out in the Order Confirmation will be charged (taking into account any postponement fee already paid).

15. Termination

- 15.1. Without prejudice to any other rights or remedies which the parties may have, either party may terminate the Contract without liability to the other immediately on giving notice to the other if:
- 15.1.1. the other party commits a material breach of the Contract and (if such a breach is remediable) fails to remedy that breach within 14 days of that party being notified in writing of the breach; or
 - 15.1.2. the other party repeatedly breaches any of the terms of the Contract in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms of the Contract.
- 15.2. Without prejudice to any other rights or remedies which the Supplier may have, the Supplier may terminate the Contract without liability to the other immediately on giving notice to the Customer if the Customer is unable to pay its debts or enters into compulsory or voluntary liquidation (other than for the purpose of effecting a reconstruction or amalgamation in such manner that the company resulting from such reconstruction or amalgamation if a different legal entity shall agree to be bound by and assume the obligations of the other party under the Contract) or compounds with or convenes a meeting of its creditors or has a receiver (which shall include an administrative receiver) or manager or an administrator appointed of its assets or ceases or threatens to cease for any reason to carry on business or takes or suffers any similar action which in the reasonable opinion of the Supplier means that the Customer is unable to pay its debts.
- 15.3. On termination of the Contract for any reason:
- 15.3.1. the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and, in respect of Services supplied but for which no invoice has been submitted, the Supplier may submit an invoice, which shall be payable immediately on receipt;
 - 15.3.2. the Customer shall, within seven days, return all of the Supplier's Equipment, Pre-existing Materials and Documents;
 - 15.3.3. the Customer shall immediately cease all use of the Accreditation Entitlements, including ceasing all use/exploitation and display of the Designated Logo(s) and Designations and any other references to the Supplier and/or the Accreditation;
 - 15.3.4. the accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination, shall not be affected.

16. Force Majeure

- 16.1. The Supplier shall have no liability to the Customer under the Contract if it is prevented from, or delayed in performing, its obligations under the Contract or from carrying on its business by acts, events, omissions or accidents beyond its reasonable control, including (without limitation) strikes, lock-outs or other industrial disputes (whether involving the workforce of the Supplier or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors.

17. Variation

- 17.1. No variation of the Contract or these Conditions shall be valid unless it is in writing and signed by or on behalf of each of the parties.

18. Waiver

- 18.1. A waiver of any right under the Contract is only effective if it is in writing and it applies only to the circumstances for which it is given. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that (or any other) right or remedy, nor preclude or restrict its further exercise. No single or partial exercise of such right or remedy shall preclude or restrict the further exercise of that (or any other) right or remedy.
- 18.2. Unless specifically provided otherwise, rights arising under the Contract are cumulative and do not exclude rights provided by law.

19. Severance

- 19.1. If any provision of the Contract (or part of any provision) is found by any court or other authority of competent jurisdiction to be invalid, illegal or unenforceable, that provision or part-provision shall, to the extent required, be deemed not to form part of the Contract, and the validity and enforceability of the other provisions of the Contract shall not be affected.
- 19.2. If a provision of the Contract (or part of any provision) is found illegal, invalid or unenforceable, the parties shall negotiate in good faith to amend such provision such that, as amended, it is legal, valid and enforceable, and, to the greatest extent possible, achieves the parties' original commercial intention.

20. Entire Agreement

- 20.1. The Contract constitutes the whole agreement between the parties and supersedes all previous agreements between the parties relating to its subject matter.

- 20.2. Each party acknowledges that, in entering into the Contract, it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty whether made negligently or innocently (other than for breach of contract).
- 20.3. Nothing in this condition shall limit or exclude any liability for fraud.

21. Assignment

- 21.1. Neither party shall, without the prior written consent of the other party, not to be unreasonably withheld or delayed, assign, transfer, charge, mortgage, subcontract, or deal in any other manner with all or any of its rights or obligations under the Contract, except that the Customer acknowledges that the Supplier may subcontract or delegate certain of its obligations under the Contract to any third parties without the Customer's consent, provided that such subcontract or delegation will be subject to terms for the supply of the Services (or part of them) that are no less onerous than the terms of this Contract.

22. No Partnership or Agency

- 22.1. Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

23. Rights of Third Parties

- 23.1. A person who is not a party to the Contract shall not have any rights under or in connection with it.

24. Notices

- 24.1. Any notices to be delivered under this Contract should be

sent to: The Digital Accessibility Centre Ltd
Stephen Lloyd Suite (Suite 18)
Llan Coed House,
Llandarcy,
Neath,
West Glamorgan
SA10 6FG

- 24.2. Any notice or other communication required to be given under the Contract shall be in writing and shall be delivered personally, or sent by pre-paid first-class post, recorded delivery or by commercial courier to the other party and for the attention of the person specified in condition 11.1.1 above, or as otherwise specified by the relevant party by notice in writing to the other party.
- 24.3. Any notice or other communication shall be deemed to have been duly received if delivered personally, when left at the address and for the contact referred to in condition 11.1.1 or, if sent by pre-paid first-class post or recorded delivery, at 9.00 am on the second Business Day after posting, or if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed.
- 24.4. This condition 11.1.1 shall not apply to the service of any document in any proceedings or other documents in any legal action.

24.5. A notice or other communication required to be given under or in connection with the Contract shall not be validly served if sent by e-mail.

25. Governing Law and Jurisdiction

- 25.1. The Contract, and any dispute or claim arising out of or in connection with it or its subject or formation, including non-contractual disputes or claims, shall be governed by, and construed in accordance with, the law of England and Wales.
- 25.2. Subject to condition 11, the parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of, or in connection with, the Contract or its subject matter or formation (including non-contractual disputes or claim).

Exhibit A

Accessibility Services – Order Confirmation

Between

The Digital Accessibility Centre, Suite 18, Llan Coed House, Llandarcy, Neath SA10 6FG, a company limited by guarantee registered in England and Wales by number 7413852 (The Supplier)

And

(the Customer)

Price

Service Cost (including first re-test where required)

£ excluding VAT

Payment

Payment shall be effected in accordance with the terms and conditions of the contract and if not stated, shall be due 30 days from the invoice date. The Customer shall pay the charges without deduction or set-off.

All amounts payable under this agreement are referred to exclusive of Valued Added Tax which shall, where applicable, be paid by the Customer.

Services

The services shall consist of a review of the Customer's digital product to assess the accessibility status against compliance with AA level of the Web Content Accessibility Guidelines (WCAG 2.1) in order to comply with the Equality Act 2010, the EU Directive on Web Accessibility, in line with The Public Sector Bodies

(Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018 and other such Acts applicable outside the United Kingdom and in relation to digital products.

Audits will be undertaken by the Digital Accessibility Centre and will include:

1. An automated test using SortSite and other automated software
2. A technical review being carried out by an experienced technical reviewer
3. A manual user test undertaken by the Digital Accessibility Centre testing team (minimum of 9 testers), being comprised of individuals with varying disabilities and levels of severity of disabilities.
4. Setting out the results of all testing in a Report

The Report shall include current status of the digital product in terms of accessibility against recognised current standards such as WCAG 2.1 to level A, AA or AAA and recommendations for modifications which need to be made in order to gain certification.

The service shall be delivered at the supplier's premises (shown above) unless otherwise agreed between the parties.

Where agreed in advance interim reporting will be provided to the Customer by the Supplier.

Re-testing – where required

Following receipt of the report, where full review and certification services have been provided, the Customer shall have a 6-month period in which to implement recommendations made in the Report.

At either expiry of the 6-month period, or earlier if the Customer notifies the supplier that the recommendations have been implemented, the Supplier will then perform a re-test, assessing areas which were identified as being non-compliant during the initial testing.

If, at this stage, or earlier in the process, the Customer can evidence that implementation of the recommendations would constitute more than a reasonable adjustment as referred to in the Equality Act 2010, the Supplier will, if required, advise the Customer as to possible alternative solutions to allow an alternative method of access for those covered under the Act.

If the second Report (or any subsequent Report) produced by the Supplier identifies areas which have not been rectified, or suitable alternative method of access has not been implemented, the Customer shall not have achieved the certification.

If the Customer then chooses, a further period of 2 months can be allocated in order to implement such recommendations as were identified in the Reports or (in the case of reasonable adjustments being brought to bear) to implement an alternative method of access. In this event, the provisions of clause 4.1 of the Terms and Conditions will apply.

Certification – where required

Where the Customer's web product is certified under the terms of the Report it shall be entitled to display one of the following logos as directed in the Report by the Supplier.



The Digital Accessibility Centre AA 'certified' logo

Or



The Digital Accessibility Centre 'AAA' certified logo

The Customer may then refer to the web product as 'Digital Accessibility Centre Certified'.

The Customer may include the logo on their promotional materials and make reference to and display it on their website or app, detailing the digital product to which it refers.

Certification is for a period of twelve months from the date of the Customer being notified by the Supplier (in writing) that they have been awarded the certification, and the certification shall then remain current during that time providing the web product remains in the same condition.

Alterations to the digital product.

Where the Customer makes any changes (other than to text and/or articles content) to the web product such as changes to templates, sizing, colour, functionality, fonts, screen format and other structural changes, re-testing of the site will be necessary in order to maintain compliance and certification rights unless the Supplier confirms otherwise in writing (which may be email).

The Customer confirms that a duly authorised representative has read and understood the Terms and Conditions attached to this Order Confirmation. By signing this Order Confirmation, the Customer agrees to be bound by the Terms and Conditions.

Signed for and on behalf of the Customer by a duly authorised signatory of the Customer

Date

Signed for and on behalf of the Digital Accessibility Centre by a duly authorised signatory of the Digital Accessibility Centre

Date

WCAG 2.1 AA level accessibility user and technical testing/audits

WCAG 2.1 AA level accessibility Audit/testing by users with disabilities, and in-house technical experts. Testing aligns with GDS Service Design Manual guidance. Robust, targeted reporting in order of priority (A, AA, AAA level).

Includes desktop, tablet, mobile (web, native and hybrid apps)

We actively promote GDS Service Design System solutions

Features

- Access to users of assistive technology testing your service
- Testing/Audit in compliance with WCAG 2.1 AA level
- Accessibility testing/Audits by disabled users and technical experts
- Day rate includes user testing, Technical audit, report, ongoing support
- Testing across multiple browsers and platforms and Native Apps
- Report includes user and tech comments, code solutions. Retesting available
- Aligns with GDS Service Design Manual - Service Design Principals
- Pan Disability user accessibility testing of web products/native apps
- Access to users/technicians remotely or by visiting our Centre
- Remote, fully interactive, recorded testing sessions available using WebEx

Benefits

- Helps achieve compliance with WCAG 2.1 AA level
- Ensures everyone can access your online services
- Real life remote accessibility testing by disabled users and technicians
- In-house technical expertise supports and ratifies user testing results

- Desktop, Tablet, mobile and SMART TV Audits, across multiple browsers
- Helps create usable, services for all customers regardless of ability
- Clients have full access to testers during and after sessions
- Testing/Audits align with GDS Service Design Manual guidance
- Helpline available to support our clients
- Clients increase their knowledge by spending time with the team

Service documents

- [Pricing document](#)
ODT
- [Service definition document](#)
PDF
- [Terms and conditions](#)
PDF

[Request an accessible format](#)

Framework

G-Cloud 12

Service ID

187207706884003

Contact

Digital Accessibility Centre Ltd

Cam Nicholl

Telephone:07597 690358

[Email:cam.nicholl@digitalaccessibilitycentre.org](mailto:cam.nicholl@digitalaccessibilitycentre.org)

Planning

Planning service

No

Training

Training service provided

Yes

How the training service works

Accessibility training to help teams comply with WCAG 2.1 AA level.
All training is delivered by a subject expert, accompanied by a user of assistive software.

courses include General Awareness, UX/Design and Developer training.

We also offer training to teach QA and other roles how to test using assistive technologies such as screen readers and voice activation softwares

Training is provided either at DAC offices or the Client's premises

Training is tied to specific services

No

Setup and migration

Setup or migration service available

No

Quality assurance and performance testing

Quality assurance and performance testing service

No

Security testing

Security services

No

Ongoing support

Ongoing support service

Yes

Types of service supported

Hosting or software provided by your organisation

How the support service works

Ongoing reasonable support following testing is provided at no additional charge. This support may be provided via email, conference call, phone calls or web conference session. Face-to-face de-brief workshop sessions are provided at a small additional cost to cover travel. AIR (accessibility instant report) service. WebEx sessions on demand to help developers make sure small items such as tools, calculators or patterns are accessible for assistive technology users. Finally we can provide AccessIN accessibility maintenance tool to help maintain an accessible site. Access is fully triaged/supported by DAC user team and technical experts

Service scope

Service constraints

No constraints

User support

Email or online ticketing support

Email or online ticketing

Support response times

Email and phone support is available to clients following their audit and delivery of their report. We provide a web-conference de-brief and reasonable on-going email and phone support. We aim to answer emails within 24 hours within the constraints of normal office hours - 9 - 5pm Mon - Fri

User can manage status and priority of support tickets

No

Phone support

Yes

Phone support availability

9 to 5 (UK time), Monday to Friday

Web chat support

No

Support levels

Support is available to clients to help them understand adverse impact on assistive technology users of inaccessible digital services. Support is also available to help make necessary adjustments to increase the level of accessibility. Support is built into our day rate so there is no additional cost. Consultancy support on or off-site is available at a cost of £580 per day plus travel

Resellers

Supplier type

Not a reseller

Staff security

Staff security clearance

Other security clearance

Government security clearance

Up to Security Clearance (SC)

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

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Digital Accessibility Centre (DAC)

Rate Card – 2020 - 2021

Accessibility Testing Services – WCAG 2.1 AA – AAA

Accessibility testing - expert review

██████████ (code compliance review)

Accessibility Audit and user testing

████████████████████

Includes testing by a team of 7 disabled testers, an expert technical compliance review, delivery of comprehensive report and ongoing support. Desktop, mobile, tablet and various browsers and operating systems. Testing in line with WCAG 2.1 Level AA /AAA and The Public Sector Bodies (Websites and Mobile Applications) (No. 2) Accessibility Regulations 2018.

Half day testing available. Clients are welcome to spend time with DAC user testers whilst their service is being tested.

Retesting

██████████ – retest carried out by a technical auditor

Design reviews

██████████

Template testing

████████████████████

Intranet audit

██████████ (as per accessibility audit and user testing)

Internal applications

██████████

SMART TV

██████████ - includes user test team

Tablet /Mobile devices

████████████████████

Mobile Apps

██

Wireframe review

██ (Feedback on functionality only)

AccessIN supported maintenance tool.

████████████████████ (includes 10 hours DAC triage support)

Training and Consultancy Services

Training sessions are priced per session, not per delegate

Accessibility Training

[REDACTED]

- General awareness
- Accessible Web Design
- Accessibility for Content Authors
- Accessible Web Development [REDACTED]
- QA testing using assistive technologies (up to 5 delegates)

All training includes demos by a member of DAC User team

Please see Training services document for further details

Accessibility Consultancy

[REDACTED] plus travel expenses if applicable

Senior consultant [REDACTED] per day plus travel expenses

Consultancy/ Surgeries

[REDACTED] plus travel expenses

Policy creation/review

[REDACTED]

Creation of accessibility statement

[REDACTED]

AccessIN website issue reporting tool

██████████ (includes 10 hours triage support)

Definition: Consultancy Day Rate

Consultant's working day

8 hours - exclusive of travel and lunch

Working week

Monday to Friday excluding national holidays

Office hours

09:00 – 17:00 Monday to Thursday 09:00 – 16:00 Friday

Travel and Subsistence

Payable in line with HMRC guidelines from DAC Office address.

Overnight accommodation may apply in certain areas of UK.

Mileage

As above

Professional Indemnity Insurance – included in day rate. ██████████