



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	117894893069235
Call-Off Contract reference	Acas17181
Call-Off Contract title	ACAS ITSM Tool
Call-Off Contract description	Provision of an ITSM tool to improve customer service and user request management.
Start date	14/12/2020
Expiry date	13/11/2024
Call-Off Contract value	£52,962
Charging method	Annually
Purchase order number	To follow

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	Acas 0330 109 3836 Buyer's main address: Windsor House, 286 50 Victoria Street, London SW1H 0TL
To the Supplier	Freshworks Inc Company number: 33-121-8825 2950 S. Delaware Street, Suite 201, San Mateo, CA 94403
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: DDAT Head of Governance

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: General Manager UK&I

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 14/12/2020 and is valid for 24 months. [The date and number of days or months is subject to clause 1.2 in Part B below.]
Ending (termination)	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). 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).
Extension period	This Call-off Contract can be extended by the Buyer for 2 periods of up to 12 months each, by giving the Supplier 2 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below. 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. [The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each. If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under: • Lot 2: Cloud software
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: • information and communication technology (ICT) • operations management
Additional Services	NA
Location	Any data that Freshworks process for the Buyer as a data processor will be stored in the EU. However, Freshworks may also process certain data about Buyer or its users as a data controller, including in countries outside of the EU, in accordance with Freshworks privacy notice available at https://www.freshworks.com/privacy/
Quality standards	The quality standards required for this Call-Off Contract are as outlined in schedule 8

Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as outlined in Schedule 8
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as outlined in Schedule 8.
Onboarding	The onboarding plan for this Call-Off Contract is as outlined in Schedule 8.
Offboarding	The offboarding plan for this Call-Off Contract is as outlined in Schedule 8.
Collaboration agreement	NA

Limit on Parties' liability	The annual total liability of either Party for all Property Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for Buyer Data Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all other Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term
Insurance	The insurance(s) required will be: • 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	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

Audit	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 [enter text]. [List the required audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.]
Buyer's responsibilities	The Buyer is responsible for any hardware necessary to fulfil the implementation and allowing access to the Acas IT infrastructure
Buyer's equipment	NA

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners https://www.freshworks.com/privacy/sub-processor/.
-----------------------------------	--

Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS transfer
-----------------------	---

Payment profile	The payment profile for this Call-Off Contract is Annually.
Invoice details	The Supplier will issue electronic invoices Annually. 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 itadminsUPPORT@acas.org.uk
Invoice information required	All invoices must include the PO number and contract reference Acas17181
Invoice frequency	Invoice will be sent to the Buyer Annually.
Call-Off Contract value	The total value of this Call-Off Contract is £52,962.
Call-Off Contract charges	The breakdown of the Charges is as outlined in Schedule 2

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the Implementation Plan, exit and offboarding plans and milestones as outlined in Schedule 8 of the Call-off Contract.
Guarantee	NA

Warranties, representations	As outlined in the Supplier's Terms and Conditions under https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/715453/117894893069235-terms-and-conditions-2020-07-06-1537.pdf
Supplemental requirements in addition to the Call-Off terms	NA
Alternative clauses	NA
Buyer specific amendments to/refinements of the Call-Off Contract terms	NA
Public Services Network (PSN)	NA
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		
Title	Managing Director	DDAT Head of Governance
Signature		
Date	14 th December 2020	Dec 15, 2020

Schedule 1: Services

The Service to be provided in accordance with the Service Definition Document attached under Schedule 8 of the Call-off Contract.

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:

Service Order Form

CUSTOMER INFORMATION			
Billing Contact information		Shipping Contact Information	
Contact Name: [REDACTED]		Contact Name (Billing): [REDACTED]	
Organization: ACAS		Organization: ACAS	
Email address: J [REDACTED]		Email address: J [REDACTED]	
Phone: [REDACTED]		Phone: [REDACTED]	
Bill-To Address: Windsor House, 50 Victoria St, Westminster, London SW1H 0TL		Ship-To Address: Windsor House, 50 Victoria St, Westminster, London SW1H 0TL	
Term Start Date:	December 14, 2020	Term End Date:	December 13, 2022
PO:	No	Billing:	Yearly
PO Number (If Applicable):		Contract Duration:	24 Months
Payment Method:	Wire Transfer	Payment Terms:	Net 30

Account ID	Account URL
0	-

One-Time

Type	Item Name	List Price	Net price/Unit	Duration (months)	Quantity	Net Price
Service	Freshservice Onboarding - Gold	[REDACTED]	[REDACTED]	-	1	[REDACTED]
Total Price						[REDACTED]

Yearly

Type	Item Name	List Price	Discount %	Net price/Unit	Duration (months)	Quantity	Net Price
Product	Freshservice Estate Annual	[REDACTED]	[REDACTED]	[REDACTED]	12	1	[REDACTED]
						Discount	[REDACTED]
						Total Price	[REDACTED]

Total Net Price:**£33,981.00****TERMS**

- Any service performed by a third-party will be subject to the terms negotiated between the Buyer and such third-party.
- This Service Order Form is entered into pursuant to and subject to the G-Cloud 12 Call-Off Contract dated 14th December 2020 by and between Freshworks Inc. ("Supplier") and the Buyer identified (the "Agreement"). When executed by an authorized representative of Buyer and Supplier, this Form, together with the Agreement and its Schedules form a binding legal contract between the Parties.
- The Freshworks Products listed above may have supplemental terms associated with their use which are available at <https://www.freshworks.com/terms/supplemental-terms/>.

Freshworks Inc.		ACAS	
Name	[REDACTED]	Name	[REDACTED]
Title	Managing Director	Title	DDAT Head of Governance
Signature	[REDACTED]	Signature	[REDACTED]
Date	December 11, 2020	9:43 AM PST Date	Dec 15, 2020

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

An additional Standard Contractual Clause for Controllers to Processors has been agreed between the Buyer and Supplier as a safeguard for Data Transfer, as adopted by the European Commission. This Agreement is appended to this contract (Document ref: G-Cloud call-off contract controller-to-processor agreement - Acas ITSM Tool Call-off reference 17181)

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	For each Party, IPRs: - 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 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.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: - 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	Default is any: • 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 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.
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	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • 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 The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).

Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	Intellectual Property Rights are: • 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	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
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	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: • 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: ○ 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: dataprotection@acas.org.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 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	The Buyer is Controller and the Supplier is Processor 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: • IP addresses • Staff name • Email addresses • Telephone number
Duration of the Processing	Personal Data will be processed for the duration of the Call-Off Contract.
Nature and purposes of the Processing	Nature & Purpose of Processing: For providing the services to the Buyer per the Call-Off Contract. The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

	The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]
Type of Personal Data	name, telephone number, email address
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers)
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	Buyer may export all Buyer Data prior to the termination of the Buyer's Account. In any event, following the termination of the Buyer's Account, Buyer Data will be retained for a period of 14 days from such termination within which Buyer may contact Supplier to export Buyer Data; (ii) where the Buyer does not use custom mailbox and uses the e-mail feature, if available within the Service(s), e-mails forming part of Buyer Data are automatically archived for a period of 3 months; and (iii) logs are archived for a period of thirty (30) days in the log management systems, post which logs are retired to a restricted archived cold storage for a period of eleven (11) months (each a "Data Retention Period"). Beyond each such Data Retention Period, Supplier reserves the right to delete all Buyer Data in the normal course of operation except as necessary to comply with Supplier's legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Buyer Data cannot be recovered once it is deleted.

Annex 2: Joint Controller Agreement – Not Used

Schedule 8 - G-Cloud 12 Service Definition Freshworks Employee Engagement Suite (EES) - ITSM Service Desk Software Lot 2 Cloud Software

1. Introduction

Company Overview	
Value Proposition	3
What the Service Provides	3
Overview of the G-Cloud Service	5
Associated Services	7

2. Data Protection

Information Assurance	
Data Back-Up and Restoration	8
Business continuity statement/plan	8
Privacy by Design	9

3. Using the service

Ordering and Invoicing	
Pricing Overview	10
Availability of Trial Service	10
On-Boarding, Off-Boarding, Service Migration, Scope etc.	10
Training	11
Implementation Plan	11
Service Management	12
Service Constraints	12
Service Levels & Support	12
Outage and Maintenance Management	14
Financial Recompense Model for not Meeting Service Levels	15

4. Provision of the service

Customer Responsibilities	
Customers should follow the support procedures outlined in this document:	16
Technical Requirements and Client-Side Requirements	16
Outcomes/Deliverables	16
Development life cycle of the solution	16

After-sales Account Management	17
Termination Process	17
19	
Contact Details	21

1. Introduction

Company Overview

Freshworks is a multi-product software-as-a-service company, providing businesses all over the world with refreshing business software that teams will love. We are supported and backed by four major venture capital partners: Google Capital, Accel Partners, Sequoia Capital, and Tiger Global. Freshworks is a truly global brand headquartered in San Mateo, California with a global development centre in Chennai, India, and regional offices in London, Berlin, Paris, Utrecht, Singapore, Melbourne, and Sydney.

Freshworks Inc. is the parent company behind the suite of products which includes Freshservice, Freshdesk, Freshsales, Freshcaller, Freshconnect, Freshchat, Freshping, Freshrelease, Freshteam, Freshsuccess and Freshmarketer. Freshworks' suite of products is designed to work tightly together to increase contextual collaboration to help teams better connect and communicate with their customers and co-workers.

Value Proposition

Freshworks provides a platform for employee engagement called Freshworks EES, which consists of

Freshservice (ITSM service desk software), Freshchat (live chat), Freshcaller (telephony), Freshrelease (Project Management tool), and Freshmarketer (Experience Optimisation tool). The inherent benefits of having a platform to handle all employee support interactions include better customer visibility, more efficiency of agent operations and richer reporting insight.

Our most popular value-adds in the public sector tend to be our fresh approach to both business / partnership and the intuitive nature of the product itself. This is because many public sector institutions often struggle, due to their lack of capital, to find an optimal software solution across requirement matching, budget matching and working style. Due to the fact that we are a newer company in the market, we have been able to survey the market, understand what we think might be lacking and work those offerings into our overall solution (incorporating support throughout implementation, customer support, requirement matching and cost). For example, since using Freshservice, Western Sussex Hospitals NHS Trust (WSHT) have seen a 70% rise in first call resolution, a reduction in wait times from 15 minutes to 20 seconds, a threefold increase in self-service through the portal and an increase in customer satisfaction to 93.7%.

What the Service Provides

Freshworks as a company offer ourselves to the buyer as a partner. We always like to work very closely with any prospect right from first interaction through to them becoming a customer and beyond. This can be demonstrated through the fact that we have won the Service Desk Institute

Award for Implementation of the Year for the past two years (with Western Sussex Hospitals NHS Trust and Descartes respectively).

Freshservice

Freshservice provides an IT service desk that's actually simple. It enables you to modernize IT and other business functions with a refreshingly easy-to-use, simple-to-configure ITIL-aligned IT service desk solution in the cloud. This makes it very adaptable to a large variety of different needs. What's more, it is very intuitive for both agents and end users, which means the uptake is very quick. This also means that every employee is happy to use a solution that matches the nature of the products they often use in their private lives, as opposed to the tools they have typically been using over the last decade or two. This also shows through the rapid uptake of unique features like our powerful mobile app.

Freshcaller

Freshcaller has been designed with a linear set-up process that enables business process owners to set up and maintain a call centre without any technical pre-requisite. It provides managers and administrators with specialised features such as live dashboards, service-level monitoring, call recordings, appending to tickets and allowing calls to be answered through Freshservice. The Freshcaller platform is compatible with 90+ countries phone numbers, allowing agents to answer calls on the go via iOS and Android apps that can be downloaded through Google play store and iTunes.

Freshchat

Freshchat is a modern messaging platform that enables businesses to have fluid conversations and realtime engagement with customers. It modernises support, sales and other business functions with a refreshingly easy-to-use, simple-to-configure live chat solution in the cloud. This makes it adaptable to sales, support and engagement use cases. It is intuitive to set up, easy-to-use for both agents and endusers. Freshchat has been designed to be integrated and used within Freshservice.

The platform allows agents to use Freshservice as a single source of truth to answer chats and calls.

Freshrelease

Freshrelease is an end-to-end project management software that helps teams to plan and keep track of their work. It empowers teams to prioritize, collaborate and keep deliverables on track. Using Freshrelease, businesses can get more things done and deliver quality outcomes on time.

Freshmarketer

Freshmarketer is an experience optimisation tool. From generating session based replays to dropping heat maps onto a self-service portal or other web resources, it enables organisations to pull insight from user behaviour. With self-service being the ultimate goal for organisations, lowering the barrier for entry is incredibly important. This is done through understanding the

wants, needs and preferences of users - all of which are then catered to through the terminology used, and the look/feel of the resources provided. It is the insight provided by Freshmarketer that enables organisations to understand the above, and therefore influence the subsequent design and content decisions made. Indeed, this tool is invaluable to organisations in optimising the experience provided. In addition, the tool will help organisations trigger emails to aid specific actions performed by employees in your team based on the activity of employees within Freshservice, Freshchat, Freshcaller or Freshrelease. Other actions include, but are not limited to, the following:

- A chain of emails can also be configured based on whether the employee has opened the email or not.
- The emails can be personalized and can be used to send educational content, contextual emails, etc.

Marketplace/Integration

On average, employees will use 44 applications every day in fulfilling their job role. As such, the importance of sharing context and value across disparate systems is crucial if one wishes to assist employees, improve their experience, and enhance their efficiency and productivity.

Our product vision is to empower organisations of all sizes with the ability to provide moments of WOW to their employees. Indeed, we are focussed on Employee Experience, driven through Employee Engagement.

With all of this in mind, Freshservice follows a Marketplace model, and apps are added on a continuous basis to provide a two way value stream between Freshservice and other business applications. Freshservice has over 200 plus integrations and a number of Freshplugs based on custom requirements. Extending the functionality of Freshservice through integrations for a seamless employee experience has always been one of our strong assets and we are excited to let you know that the integrations can be done in a much more convenient way – pick and choose apps much like you e-shop!

All these established integrations are available in the marketplace. Marketplace apps include, but are not limited to: SCCM, Skype, JIRA, Office 365, MS Teams, Bomgar, PowerBI etc. Freshservice's APIs belong to the Representational State Transfer (REST) category. This means that they can be used to perform "RESTful" operations like reading, modifying, adding or deleting data from a business' service desk. Indeed as an open API first platform, the extensive and powerful APIs and SDKs can be leveraged to build custom platform apps as well if required. You can make use of these, engaging with the wider Freshservice community in the Developer Portal. Or if preferred, as per the direct partnership model, Freshworks can manage (end-to-end), and support, any custom app work through our extensive SI network.

Overview of the G-Cloud Service

Freshworks EES (ITSM Service Desk) is a truly omnichannel platform supporting employee conversations via email, phone, live chat, websites, mobile, and business applications (i.e.. MS Teams, Slack etc.). With powerful ITSM and ITAM features, an easy to use helpdesk interface, deep customization options, and affordable pricing, Freshworks has over 250,000 global customers, including numerous UK Councils including Royal Borough of Kensington and Chelsea, Stockport Council and Bracknell Forest Council, The FA, NHS trusts including Western Sussex, Maidstone and Tunbridge Wells and Norfolk and Norwich University Hospitals.

Freshservice is a powerful ITSM product from Freshworks that provides a modern, mobile and refreshing approach to ITSM. Freshservice has a beautiful and simple UI and UX and it can be configured in minutes and clicks, not requiring development work or further costs. Freshservice has everything you need for your IT support needs.

Key features include:

Freshservice

Easy to Access, Use and Configure

- Freshservice's modern and intuitive UI requires minimal to no training and is customizable to IT and non-IT needs. Administration of Freshservice is undertaken via a graphical console and requires no coding. All delivered from the cloud. Accessed from a web browser at any internet enabled location.

Multi-channel Support

- Automate tasks and provide support for issues raised via email, self-service portal, phone, chat, or in person.

Information at Your Fingertips

- Leverage the highest rated mobile service desk app for iOS and Android and support your high impact employees who are on the road

World class automation, Machine Learning and Artificial Intelligence

- Introduce automation via the workflow engine
- Utilise ML / AI to automate the detection of issues and update tickets based information within a ticket.
- Freshservice brings to you the ML-powered Ask Freddy feature, which uses Natural Language Processing algorithms to generate widgets by simply posing a question to Freddy.
- End-users can leverage the out-of-the-box Conversational UI as an alternative means for interacting with the Service Desk. This one click configure Chat Bot will enable you to hold the hand of your end-user as they browse your Knowledge Base, raise Incidents or Service Requests, and, check the status of their tickets and approvals.
- Popularity of your Knowledge Base is important but often hard to establish. To assist with this, Freddy will analyse the usage of your articles, provide insight - feeding this into the 'Popularity' standings within your Knowledge Base and search results.

Freshcaller

- Call queues and IVRs allow admins to set up multi-level IVRs or call queues to segment their callers effectively and distribute call load among agents according to their availability. This can be extended through leveraging speech-enabled IVRs.
- Call and voicemail recording capabilities with automated and manual (IVR) opt-out to support internal PCI compliance governance.
- Smart escalations: Call centre managers can set up calls flows or fallback options that handle customer calls when no agents answer them.
- Queue call management; enhanced call queue wait time functionality, including requesting a callback. These highlight important customer experience details, such as queue wait times, to drive continuous service improvements.

- Voicemail transcription and canned voicemails. Pre-record voicemail templates to save time and increase message consistency.
- Live Dashboard: provide supervisors and managers with a real-time snapshot of calls, agents, service levels, queues and how callers are being handled.
- Extensive reporting: curated reports that analyse key aspects of call centre operations, as well as custom reports that supervisors can build from scratch.
- The Freshcaller widget allows agents to answer calls from Freshservice, Freshdesk or Freshsales without switching app screens.
- Call centre app allows agents to manage calls from their own iOS or Android devices.
- Agents can now connect their SIP phones to Freshcaller and choose to answer calls from their desk phones instead of a web browser.

Freshchat

- Easy to Access, Use and Configure; administration of Freshchat is undertaken via a graphical console that requires little to no technical prerequisites.
- Use the combined power of proactive messaging, bots, and contextual data to elevate your lead conversion and customer service experience.
- Features like user segmentation, in-app campaigns, and campaign insights help segment users, personalize messages and convert signups into active, engaged users.
- Deliver customer satisfaction at scale with intelligent routing, focussed message threads, a self-service that resides inside the messenger, and connected workflows with external support apps.

Freshrelease

- Multi-project support
- Project roadmap & Kanban boards
- Powerful task management
- Time tracking
- Collaboration
- Project analytics
- Support for Agile project management
- Customisable task types, workflows and forms
- Guest access to projects

Associated Services

Please refer to our SFIA rate card for day rates.

2. Data Protection

Information Assurance

Freshworks is hosted globally on AWS. The safety and security policies that AWS provide to us are also applicable to Freshworks customers. Our AWS data centre operations have been

accredited under ISO 27001, SSAE 16, PCI Level 1 and FISMA Moderate Sarbanes-Oxley (SOX). Additionally, AWS is the US & EU Privacy Shield Certified. A SOC II report to be released shortly (AWS SOC II compliance reports can be shared if required)

Freshworks products are offered from PODs which include US, Germany, and Australia. Data at rest is encrypted using AES-256 bit standards . All data in transit is encrypted using FIPS-140-2 standard encryption over a secure socket connection for all accounts hosted on FreshWorks. For accounts hosted on independent domains, an option to enable a secure socket connection is available.

Passwords at storage are one-way hashed and salted. Penetration tests performed by external vendors (can be shared post-NDA signature)

Data Back-Up and Restoration

Data is backed up and stored in AWS. Data can be stored on either our US or EUC (Frankfurt). Data stored in the EUC, will not leave the EEA.

- Backup Interval: 5 mins
- Backup Nature: Full

The backup and restore operations are performed and tested regularly. Evidence of these tests can be provided upon request.

Application code and databases are written out to persistent storage volumes. If the need arises to ever rebuild instances from scratch, Freshworks possess the ability to restore data from previous snapshots.

Freshworks uses the AWS S3 service for backups. By default, database backups are taken daily and are rotated every 10 days. Advanced monitoring tools are used to monitor availability and performance of our application, database servers and virtual servers. Automatic monitoring of server and application performance incidents are carried out using New Relic. Freshworks use Pagerduty to monitor on-call schedule, escalation and incident resolution. If the application goes down, Pagerduty immediately escalates an incident to the Operations Team. If incidents are not resolved within 4 hours, they are escalated to the CEO of FreshWorks Inc.

Business continuity statement/plan

Business Continuity Management systems are in place. The Freshworks instances are booted in multiple zones within a region in AWS. Zones are physically separate data centres within AWS in the same region. If one of Freshworks' data centres drops connectivity, applications will be unaffected. In addition, Freshworks performs backups of the DB and AML and keep cloud formation templates of all instances. These can be restored in event of a region-level outage:

- Recovery Time Objective (RTO) – 2hrs
- Recovery Point Objective (RPO) – 5 minutes. AWS production backup happens within the AWS managed backup services every 5 minutes (thus providing an RPO of 5 minutes) and every 24 hours. Every 24 hours snapshot backup is retained for 7 days.

More information on the Security can be shared post NDA signature. Indeed, a more detailed plan can be provided to the buyer on request.

Privacy by Design

GDPR readiness at Freshworks focuses on changes related to product, processes, documentation and vendors. Freshworks has a dedicated cross-functional team that has undergone training on GDPR, reviewed company-wide readiness and recommended changes. These changes involve changes to the product, as well as process and documentation changes and will be completed before the May deadline. Programs, projects, and processes at Freshworks (and therefore within Freshdesk) are aligned to Privacy Principles right from inception of an idea or project, thereby supporting Privacy by Design and Default principles.

Product level changes have already been deployed in the form of additional features and enhancement on already existing features to ensure that the data belonging to requesters are secure as per GDPR standards. More on this, in the form of open discussions and collaterals (with the appropriate NDA) can be shared with the clients on request.

3. Using the service

Ordering and Invoicing

If an organisation wishes to engage in conversations with Freshworks, they should email the contact details at the bottom of this document and state the nature of their interest. Thereafter, Freshworks will respond, most likely attempting to organise an initial call to understand more about the requirements. Post the initial call, Freshworks will likely request for any additional information captured by the prospective customer (e.g. requirements) that would supplement this initial understanding. There may then be future meetings (depending on the complexity of requirements / search process) or the next step could equally be for the prospective customer to engage in an online / onsite demo followed by an active evaluation of the product (trial).

Regarding invoicing, Freshworks would work very closely with the prospective customer throughout the entire process (phone, email and sometimes face-to-face if necessary). This would include the review, amendment of and signature of any order forms, contracts or addendums.

Pricing Overview

Please refer to our pricing document and rate card for details of costs.

Availability of Trial Service

Freshworks offers a 21-day fully-functional free trial, during which all signups are given full access to the Freshservice ITSM solution Forest Plan (including Freshcaller, Freshchat and Freshrelease) for 21 days, free of charge. During this period, Freshworks product experts help with initial setup & guide the prospective customer through their evaluation, also free-of-charge - this may include onsite support. After the 21-day evaluation period, upon contacting Freshworks (as per the Ordering process above), the service can be extended to continue using the product. Please sign up at the following page: www.freshservice.com/signup.

On-Boarding, Off-Boarding, Service Migration, Scope etc.

Freshservice is designed to be intuitive and easy to use. Configurations settings are explained via in-app tour buttons as well as through support documentation. A dedicated UK product expert is available over phone or e-mail to offer advice/ guidance regarding initial configuration, training, any customization requirements, implementation, and on-going support. Freshworks encourages prospective customers to schedule a demo with a UK-based product expert, who can understand core requirements and suggest the best-tailored implementation plan.

Freshworks will provide a product expert at the time of going live and will dedicate a specific contact based in the UK to work with the project team, along with a technical account manager (TAM) for support questions, and an account manager for relationship and connectivity questions into the Freshworks organization.

The key elements of a successful onboarding process include:

- Identifying the key business stakeholders and product owners who can provide the current pain points and have the authority to make the change & drive it.
- Having a clear communication on what is expected out the scope of implementation and define the RACI chart for better engagement
- Define the Goal and have a project plan with timeframe and budget
- Clear identification of what will be part of the MVP (Most Viable Product) and what is in the long term goal The business owner should drive the requirements from the cross-functional team and clearly identify the MVP & score creep and bring in the process change wherever required.
- Use this new change as an opportunity to clean up the existing data and avoid migrating the old junk data which is not helping the business.
- Working session and knowledge transfer of the current systems and integration scope.
- Identify the technical contact points and any development required from the in-house or external platforms.
- Plan for the Product user training (onboarding) and share the industry best practices
- Go-live plan: on current system cut off-plan, data migration, activating the new platforms and integration and delta migration.
- Post-Go-Live support process & feedback collection mechanism.

Freshworks will dedicate the following resources to effectively off-board public sector customers:

- Account Manager for relationship and connectivity into the organisation.
- A product specialist for technical configurations.
- A TAM for ongoing support questions.

Upon termination, Freshworks will delete all customer data. All obligations except those, which survive by their nature, shall survive.

Training

The product is intuitive and easy to use. Most of the initial configuration and usage of the product can be achieved without any guidance/supervision. However, Freshworks offers full setup, training, and ongoing support over email and phone to all our customers. There are a number of product videos as well as admin & agent Guides that can be shared with the users of the product. Freshworks also conducts regular webinars to educate customers on different use cases and best practices.

Implementation Plan

Freshworks implementation plans will ensure that clients get the maximum value from the Employee Engagement Suite in the quickest time possible and lays the foundation for a long-term technology partnership. All Freshworks EES onboarding plans follow the following key themes:

- Implementation methodology led by best-practices built upon thousands of successful go lives
- 'Direct partnership model' delivered end-to-end ensuring a simple, easy and hassle-free experience
- Seamless transition to our customer success team to accelerate your product adoption For complex enterprise environments with advanced configuration workflows, data-migration and integration needs, Freshworks also offers tailored enterprise plans with on-site days, as needed.

A detailed implementation plan can be provided to the buyer on request.

Service Management

Freshworks has a 99.8% availability each calendar month (the “Uptime Commitment”). The availability of Freshworks for a given month will be calculated according to the following formula (referred to herein as the “Availability”): Where: Total minutes in the month= TMM; Total minutes in month unavailable = TMU; and: Availability = ((TMM- TMU) x 100)/TMM.

Service Constraints

Freshworks will not be considered to be unavailable for any outage that results from any maintenance performed by Freshworks of which Customer is notified at least 24 hours in advance.

Service Levels & Support

The following is the scope of support services that are in general offered by Freshworks to its customers. However, the scope of service will primarily depend on the plan the Customer falls under at any particular time.

Telephone Support (Help Desk) - Toll-free phone support will be available, in English only, through the Freshworks Support help desk as follows:

All locations +44 (800) 808-5790
Hours: 24 hours (Monday- Friday)

E-mail Support - Customer’s authorized personnel may also report issues by e-mail in the English language to support@freshservice.com. Freshworks welcomes Customer feedback and comments and Customer may forward such information to Freshworks by e-mail to support@freshworks.com

Excluded from Support -

- Services related to third-party products
- Errors in any End User Data or other information supplied by Customer • Errors not attributable to the Freshworks products’ service

Customer Responsibilities:

- Follow the Support procedures identified by Freshworks.
- Assist Freshworks in its efforts to diagnose and resolve a reported issue.
- Follow the instructions in the user guides and product documentation, including maintaining the minimum end user system requirements.

Response Times

All issues reported to the Freshworks customer support department will be classified and directed to the appropriate team for response.

Issues are classified under four severity levels as shown in the below table:

Severity Definitions

Severity 1 (Urgent)	The impact on business is severe with many users unable to perform their normal work, or there is a serious, adverse business / financial impact. The users have no readily available alternative way of performing their normal work
Severity 2 (High)	There is a significant impact on business. The users are having difficulty performing part of their normal work. Workaround solutions can be implemented but with significant degradation of productivity.
Severity 3 (Medium)	There is no immediate impact on business with only a few users affected. The users are inconvenienced by the problem but have alternative ways of performing work with nominal productivity impact.
Severity 4 (Low)	Additional development or enhancement services which are not critical in nature.

Response Time

Severity 1 (Urgent)	2 Hours
Severity 2 (High)	4 Hours
Severity 3 (Medium)	6 Hours
Severity 4 (Low)	8 Hours

The Freshworks support representative will determine the severity level based on the description provided by Customer. Once a case is created, Freshworks will acknowledge the issue to Customer and issue a tracking number. The priority level of the submitted ticket is used to determine the response time promises listed above. Initially, the Customer may set the priority level of a ticket. Freshworks reserves the right to reclassify the priority level at any time if Freshworks reasonably believes the classification is incorrect.

Freshworks' ability to replicate and respond to Customer issues will depend on accurate and detailed information supplied by Customer. Response times shall run from the earlier of:

- identification of the issue by Freshworks via email; or
- receipt of a phone call stating the correct identification of the issue by Customer. Freshworks will respond to Customer via phone and email in the event of “urgent” and “high” priority support requests and via email for all other support requests.

The response times stated above shall not apply:

- where both parties agree, the issue is outside of the control of Freshworks; or
- where the issue cannot be responded to due to Customer’s failure or inability to respond to any issue for which Customer’s participation or Customer’s response is inherently required as part of the response to the identified issue.

Freshworks may correct a Program Error by providing a fix or a reasonable workaround. Freshworks shall handle Severity 1 and Severity 2 issues with utmost priority but does not promise any resolution time. Freshworks shall engage in and shall continue all commercially reasonable efforts including incorporating any available work around solutions necessary to resolve any such issue and will continue to assist Customer to resolve any such issue.

Escalation Procedures

Level 1 – [REDACTED] (assigned TAM Engineer)

Level 2 – [REDACTED] (UK General Manager)

Level 3 – [REDACTED] (Global Support Manager)

Level 4 – [REDACTED] (Head of Product)

Outage and Maintenance Management

In the event a customer is not currently within their payment obligations when an outage occurs, remedies will accrue, but service credits will not be issued until Customer becomes current in its payment obligations.

To receive service credits, a customer must submit a written request to support@freshworks.com, within 30 days after the end of the month in which Freshworks failed to meet the uptime commitment, or customer’s right to receive service credits with respect to such unavailability will be waived.

Financial Recompense Model for not Meeting Service Levels

Actual Percentage	
> 98.5% but < 99.8%	of Monthly Fees 2%
> 97.5% but < 98.5%	of Monthly Fees 3%
> 96.5% but < 97.5%	of Monthly Fees 5%
> 95.5% but < 96.5%	of Monthly Fees 6%
> 94.5% but < 95.5%	10% of Monthly Fees, and ability to immediately terminate without further liability, provided that notice to terminate will be provided not greater than 30 days from the end of the month in question.
94.5%<	25% of Monthly Fees and ability to immediately terminate without further liability, provided that notice to terminate will be provided not greater than 30 days from the end of the month in question.

4. Provision of the service

Customer Responsibilities

Customers should follow the support procedures outlined in this document:

- Assist Freshworks in its efforts to diagnose and resolve a reported issue
- Maintain minimum end user system requirements.
- Customers may not use the service to store, host, or send unsolicited email (spam) or SMS messages.
- Customers may not use the service to transmit any viruses, worms, or malicious content.
- Customers shall maintain the privacy and security of its account.
- Freshworks will not be held liable for any damage or loss that may result from the customer's failure to protect customer's login information, including customer passwords.

Technical Requirements and Client-Side Requirements

Freshworks EES is accessed over the Internet. Any Internet connected device with a web browser in general should be able to access the service. It supports all browsers on PC & Mac, including Internet Explorer, Firefox, Chrome, Safari, and Opera. The website is also mobile optimised for easy viewing on phones & tablets.

Outcomes/Deliverables

- Great customer support experience for end-users Omni-channel experience
- Faster response times for customers Accountability and ownership across teams
- Automation of repetitive and arduous tasks
- Efficiency in working with many enquiries, collaborating with team members and obtaining context about each enquiry
- Ability to understand bottlenecks, performance and trends through reports.

Development life cycle of the solution

Product upgrades are carried out on a weekly basis, however, most of these releases are undertaken with no functional changes to the product and are primarily security patches and platform improvements. Features are pushed out as and when they become available. This is done six times a year at present, but this may increase if the speed of releases is changed. These releases are designed to minimise impact as the live production instance of Freshdesk is switched to a failover instance and then once the upgrade/ patch is loaded, tested and certified to be stable, the live instance is then switched back to production. This highly resilient infrastructure has resulted in 99.8% availability. All upgrades are seamless and don't require any retrofitting of code.

All builds are put through stringent functionality tests, performance tests, stability tests, and UX tests before the build is certified as "Good to go". Freshworks follows a blue-green deployment strategy for deployment of changes to the production environment that facilitates the introduction of new changes without any downtime and provides us the option to roll-back without impacting any existing users. Typically for routine deployment of enhancements do not require any downtime. Typically, on a yearly basis Freshworks perform major upgrades to the product that might require a minor downtime. All customers will be provided adequate advance notice of more than a week for such planned downtime and it will be typically scheduled during the low usage time of the product. Our Service upgrade SLA is at 99.8%.

After-sales Account Management

Ongoing support is also provided all-inclusive within the licensing cost. This includes proactive monitoring of the environment and runs 24/7, this includes email, phone, live chat, screen share, portal and face-to-face if required. In addition to a customer account manager, customers are assigned a dedicated Technical Account Manager who will respond reactively to any issues with the account. A Customer Success Manager will also be assigned to proactively ensure customers are getting the most from their account with Freshworks.

Termination Process

Customers may export all Service Data prior to the termination of the Customer's Account. In any event, following the termination of Customer's Account by either party, Service Data will be retained for a period of 14 days from such termination within which Customer may contact Provider to export Service Data; (ii) where the Customer does not use custom mailbox and uses the e-mail feature, if available within the Service(s), e-mails forming part of Service Data are automatically archived for a period of 3 months; and (iii) logs are archived for a period of thirty (30) days in the log management systems, post which logs are retired to a restricted archived cold storage for a period of eleven (11) months (each a "Data Retention Period"). Beyond each such Data Retention Period, Freshworks shall delete all Service Data in the normal course of operation except as necessary to comply with Freshworks' legal obligations, maintain accurate financial and other records, resolve disputes, and enforce its agreements. Service Data cannot be recovered once deleted.

Where customers cancel the account due to any breach or default on the part of Freshworks, Freshworks shall refund the proportionate amount for the months the services were not utilised. In all other cases, customers will not claim refund of the fee, but customers will not be liable to make any additional payments.

Contact Details

[REDACTED] [REDACTED]
[REDACTED]
&
[REDACTED] [REDACTED]
[REDACTED]

Acas17181-G-Cloud-12-Call-Off-Contract-Acas Final (1).docx

Final Audit Report

2020-12-15

Created:	2020-12-15
By:	Cedric Tasheira (ctasheira@acas.org.uk)
Status:	Signed
Transaction ID:	CBJCHBCAABAA7Q_WsgnQ3VK1mRsQJdkar6Hb1yybqwRT

"Acas17181-G-Cloud-12-Call-Off-Contract-Acas Final (1).docx" History

 Document digitally presigned by DocuSign\, Inc. (enterprisesupport@docusign.com)

2020-12-11 - 5:43:47 PM GMT- IP address: 86.53.126.68

 Document created by Cedric Tasheira (ctasheira@acas.org.uk)

2020-12-15 - 12:51:02 PM GMT- IP address: 86.53.126.68

 Document emailed to Jeanette Bennett (jbennett@acas.org.uk) for signature

2020-12-15 - 12:52:29 PM GMT

 Email viewed by Jeanette Bennett (jbennett@acas.org.uk)

2020-12-15 - 1:14:59 PM GMT- IP address: 104.47.5.254

 Document e-signed by Jeanette Bennett (jbennett@acas.org.uk)

Signature Date: 2020-12-15 - 1:16:03 PM GMT - Time Source: server- IP address: 86.53.126.68

 Agreement completed.

2020-12-15 - 1:16:03 PM GMT