



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

G-Cloud 12 Call-Off Contract1

Part A: Order Form.....3

Principal contact details4

Call-Off Contract term4

Buyer contractual details5

Supplier’s information7

Call-Off Contract charges and payment.....7

Additional Buyer terms.....8

1. Formation of contract8

2. Background to the agreement.....9

Schedule 1: Services 10

Schedule 2: Call-Off Contract charges29

Part B: Terms and conditions.....31

1. Call-Off Contract Start date and length31

2. Incorporation of terms31

3. Supply of services32

4. Supplier staff32

5. Due diligence33

6. Business continuity and disaster recovery33

7. Payment, VAT and Call-Off Contract charges.....33

8. Recovery of sums due and right of set-off.....34

9. Insurance34

10. Confidentiality.....35

11. Intellectual Property Rights35

12. Protection of information36

13. Buyer data.....37

14. Standards and quality.....38

15. Open source.....38

16. Security38

17. Guarantee.....39

18. Ending the Call-Off Contract39

19. Consequences of suspension, ending and expiry	40
20. Notices.....	41
21. Exit plan.....	41
22. Handover to replacement supplier	43
23. Force majeure.....	43
24. Liability.....	43
25. Premises.....	43
26. Equipment	44
27. The Contracts (Rights of Third Parties) Act 1999	44
28. Environmental requirements.....	44
29. The Employment Regulations (TUPE)	44
30. Additional G-Cloud services	45
31. Collaboration	46
32. Variation process	46
33. Data Protection Legislation (GDPR).....	46
Schedule 3: Not used.....	47
Schedule 4: Alternative clauses.....	48
1. Introduction.....	48
2. Clauses selected.....	48
2.3 Discrimination	48
2.4 Equality policies and practices.....	49
2.5 Equality.....	50
2.6 Health and safety.....	50
2.7 Criminal damage	51
Schedule 5: Not used.....	52
Schedule 6: Glossary and interpretations	53
Schedule 7: GDPR Information	64
Annex 1: Processing Personal Data	64
Annex 2: Joint Controller Agreement.....	67
1. Joint Controller Status and Allocation of Responsibilities	67
2. Undertakings of both Parties	67
3. Data Protection Breach	69
4. Audit.....	70
5. Impact Assessments	70
6. ICO Guidance	70
7. Liabilities for Data Protection Breach.....	70
8. Not used.....	71
9. Termination.....	71
10. Sub-Processing.....	72
11. Data Retention	72

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	5293 6540 8356 429
Call-Off Contract reference	Dynamics 365 Finance
Call-Off Contract title	Finance System Replacement
Call-Off Contract description	Microsoft Dynamics 365 Enabled Back Office Transformation Services
Start date	21st June 2021
Expiry date	19th August 2022
Call-Off Contract value	£1.3m, including expenses, excluding VAT
Charging method	Supplier invoice with payment by BACS
Purchase order number	TBC

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	Raven Housing Trust 0300 123 3399 Raven House 29 Linkfield Lane Redhill RH1 1SS
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To the Supplier	<p>Lorna Ward</p> <p>PricewaterhouseCoopers LLP</p> <p>07718 340121</p> <p>1 Embankment Place</p> <p>London</p> <p>WC2N 6RH</p> <p>England</p> <p>Company number: OC303525</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Director of Finance & Governance

Name: Mark Baker

Email: mark.baker@ravenht.org.uk

Phone: 07399 929 476

For the Supplier:

Title: Engagement Partner

Name: Lorna Ward

Email: lorna.c.ward@uk.pwc.com

Phone: 07718 340121

Call-Off Contract term

Start date	This Call-Off Contract Starts on 21st June 2021 and is valid until the Expiry Date,
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>

Extension period	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 1 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>
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Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • Planning • Setup and migration • Training • Quality assurance and performance testing
Additional Services	N/A
Location	<p>The Services will be delivered remotely and to:</p> <p>Raven House</p> <p>29 Linkfield Lane</p> <p>Redhill</p> <p>RH1 1SS</p>
Quality standards	N/A
Technical standards:	N/A
Service level agreement:	N/A
Onboarding	See scope of services in Schedule 1
Offboarding	See scope of services in Schedule 1
Collaboration agreement	N/A

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1,000,000 or 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of £100,000 or 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • Professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure	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 Buyer will be able to carry out audits where needed under provisions defined in clause 2.1
Buyer's responsibilities	<p>The Buyer will provide such information and assistance necessary to enable the Supplier to perform the Services. The Buyer will make sure that (i) any information given to the Supplier by the Buyer, or anyone else working with or for the Buyer, is (a) given promptly, (b) accurate and (c) complete; and (ii) any assumptions given are appropriate. The Supplier will not verify information given to it relating to the services.</p> <p>Further Buyer responsibilities are listed at Schedule 1, Section 3</p>
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none"> • PwC India who will be supporting the UK team with functional, technical and data roles across the programme • Other PwC approved subcontractors. The Supplier will inform the Buyer in advance if they intend to use any additional subcontractors
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS transfer.
Payment profile	The payment profile for this Call-Off Contract is determined by the achievement of named milestones which are listed in Schedule 2 of this Call-off.
Invoice details	The Supplier will issue electronic invoices on acceptance of achievement of milestones (as listed in Schedule 2). 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 accountspayable@ravenht.org.uk and be copied to mark.baker@ravenht.org.uk
Invoice information required	All invoices must include purchase order number
Invoice frequency	Invoices will be sent to the Buyer on acceptance of achievement of the relevant milestones.
Call-Off Contract value	The total value of this Call-Off Contract is £1.3m plus VAT
Call-Off Contract charges	The Charges are a Fixed Fee for delivery of Services listed in Schedule 1 payable upon the achievement of milestones listed in Schedule 2

Additional Buyer terms

Performance of the Service and Deliverables	Not used; see Schedule 2 for payment milestones
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1 only

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	PricewaterhouseCoopers LLP	Raven Housing Trust Limited	Raven Housing Trust Limited
Name	Lorna Ward	Mark Baker	Jonathan Higgs
Title	Engagement Partner	Director of Finance & Governance	Chief Executive Officer
Signature			
Date	21 June 2021	22 June 2021	25 June 2021

Schedule 1: Services

1. Background

- 1.1. Raven Housing Trust ('The Buyer') has selected Microsoft Dynamics 365 Finance solution ('The Product') to replace the existing Sun solution. Raven Housing Trust has selected PwC ('The Supplier') to implement this solution.
- 1.2. The Buyer will 'adopt, not adapt' which means that the Supplier will configure the requirements in accordance with the categorisations set out in section 2.5 below and as per the scope outlined in section 2.1 and further detailed in Appendix A: System Taxonomy. In adopting the Product the Buyer acknowledges the importance of business change and adoption to the success of this programme. In accordance with the Buyer's specification, the Buyer will exclusively manage the adoption of changes to business processes and ways of working by Buyer users of the Product and, as such, these responsibilities are outside the scope of this agreement.
- 1.3. Based on our joint understanding of the requirements it is assumed that all technical extensions (defined in section 1.2) can be delivered within a single sprint and that technical extensions requiring development activities greater than a single sprint will be considered a variation that is subject to Change Control Procedure.
- 1.4. The Services to be provided by the Supplier are based on the following application scope: Microsoft Dynamics 365 Finance ('The Product').
- 1.5. The Product will be configured around the Buyer's group structure, namely 2 VAT groups, 4 legal entities and one joint venture (part of Raven Development Homes Limited), namely:
 - 1.5.1. Raven Housing Trust Housing Association
 - 1.5.2. Raven Development Homes Limited
 - 1.5.3. Raven Devco Limited
 - 1.5.4. Raven Repairs Limited

2. Scope of Services

- 2.1. The Supplier will configure The Product to cover the processes shown below. Fixed assets, expenses, inventory, payroll (other than a General Ledger upload) and retail have been excluded and we understand will be provided from existing Buyer solutions.



- 2.2. The scope of Services to be addressed for the fixed price is defined as:
- 2.2.1. The 83% of requirements identified as either "Pre-configured" or "No code extension" in the analysis of the Appendix B_Raven Housing RTM.XLSX,
 - 2.2.2. A further 11.5% of requirements can be met through "New development", and
 - 2.2.3. The 7 identified Integrations as per paragraph 3.12.2
- 2.3. The final 5.5% of the requirements have been identified as "Not available" from a MS Dynamics 365 solution and do not form part of the scope of these Services.
- 2.4. Requirements categorised as:
- 2.4.1. "Pre-configured" will be delivered through configuration of the standard Microsoft solution without technical extension.
 - 2.4.2. "New development" will be delivered through configuration of the standard Microsoft solution with the minimum technical extension to the technical platform necessary to satisfy the requirement.
 - 2.4.3. "No code extension" will be delivered utilising the full Microsoft Stack offering to advance or adapt standard functionality to the specific requirement. This could include building a PowerBI report or configuring a PowerApp to meet a requirement which is not pre-configured as standard.
 - 2.4.4. "Not available" is used to indicate where significant configuration or bespoke development is required to provide capability, and will therefore not be included within the scope of the solution.
- 2.5. The adopt taxonomy (described in section 2.1) that will map to 'Raven Housing Trust RTMs' (Appendix B), will drive the "adopt not adapt" scope of functionality that will be delivered through this project. The sprint process described in paragraph 3 will design business processes and solutions per standard good practice business models supported by the Microsoft solution without technical extensions or Microsoft Independent Software

Vendors (ISVs); these processes will be adopted by the Buyer. Once approved by the Buyer, this Solution Design will be the basis for the build for the remainder of the project.

3. Delivery of Services

- 3.1. The engagement will consist of a "Sprint 0" and 4 Sprints. Sprints 1 - 4 inclusive will be of 5 weeks duration each (i.e 20 week total).
- 3.2. The Supplier will perform the services using an agile approach. The precise specification and details of the services and deliverables are not known in advance, and will be iterated over the course of the project as the sprints progress. Accordingly, the Supplier does not warrant that the services will produce a particular result or that they will achieve the Buyer's requirements or objectives for the project.
- 3.3. In order for the Supplier to perform the Services, The Buyer is required to provide a team as outlined in Appendix D: Raven Team Structure. This is in addition to the Buyer's other prerequisites and responsibilities, as set out at paragraph 4
- 3.4. The scope of "Sprint 0" will run for 7 weeks and is defined below. The services, deliverables, key sprint milestones and acceptance criteria for the remaining sprints will be agreed on an agile basis throughout the project by following the process set out in Appendix A to this schedule.
- 3.5. Sprint 0 ("Common Design Workshops") and Sprints 1 - 4, inclusive
 - 3.5.1. The Supplier will define and execute a Supplier-driven functional and technical design and implementation approach. Supplier activities will include:
 - 3.5.1.1. Plan and prepare for initial design workshops;
 - 3.5.1.2. Deliver initial design workshops;
 - 3.5.1.3. Plan, prepare and lead the 5 week sprint cycles for functional areas in scope;
 - 3.5.1.4. Agree acceptance criteria and technology and data preparation needed
 - 3.5.1.5. Develop and document the design of the Product;
 - 3.5.1.6. Agree the design based on the taxonomies for the Product Scope as held in Lifecycle Services (LCS); using standard Dynamics 365 finance functionality including relevant controls (e.g. segregation of duties)
 - 3.5.1.7. Support in the running of the Design Authority and other Governance forums to review design decisions and uphold the "adopt not adapt" methodology.
- 3.6. Sprint 0 will comprise a series of workshops with key personnel producing the following outputs
 - 3.6.1. Data Migration Strategy
 - 3.6.2. Test Strategy
 - 3.6.3. Integration Strategy
 - 3.6.4. Quality Management Plan
 - 3.6.5. Environment Strategy

- 3.6.6. Release Strategy (as part of Environment Strategy)
- 3.6.7. Sprint Plan & Backlog
- 3.6.8. Common Design Document
- 3.6.9. Definition of Sprint Acceptance criteria (for each item in the process taxonomy as per the diagram in section 2.1)
- 3.7. Sprints 1 - 4
 - 3.7.1. The scope of solution targeted for each sprint will be defined with reference to the standard PwC Process Taxonomy (as per the diagram at paragraph 2.1) preconfigured in the Microsoft LifeCycle Services tool within the Microsoft Dynamics development environment
 - 3.7.2. The categorisation of requirements in Appendix B: 'Raven Housing RTM' will be used to prioritise the requirements for each sprint.
 - 3.7.3. Changes to the 'Raven Housing RTM' to amend the category or priority of requirements in the Product Backlog (e.g. "Pre-configured" to "No code extension") and/or add new requirements to the Product Backlog will be via the agreed Change Control Procedure (outlined in paragraph 5.12).
 - 3.7.4. Each of Sprints 1 - 4 will include the following activities, in order, over the 5 week duration of each Sprint
 - 3.7.4.1. The Buyer and Supplier will hold a sprint planning meeting before the relevant sprint commences. The Buyer and Supplier will:
 - Select and agree the requirements from the Product backlog to be included in the current sprint backlog, taking guidance from the development team, who shall determine how many of the selected requirements can be developed during the current sprint and notify the Product lead accordingly
 - Confirm the selected requirements, their respective acceptance criteria and other relevant information
 - 3.7.4.2. Once the requirements to be included in the sprint backlog (sprint requirements) have been agreed, the Supplier will commence work to develop them, which will include the following activities:
 - Technology and data preparation
 - Integration Design Documents for agreed integrations
 - Functional configuration and build as per defined as an output of the Common Design Phase
 - Defects resolution, in accordance with paragraph 3.17
 - 'Sprint retrospective' in which the Supplier will invite the Buyer to identify and share lessons learned, to continually evolve joint ways of working.
 - Playback (for Sprint 2 and Sprint 4 only), in which the Supplier will invite the Buyer to a demonstration of the incremental progress to date of the build
 - 3.7.5. At the conclusion of the 5 week Sprint period, when the defined Sprint Acceptance criteria for each item are met this will indicate that:

- 3.7.5.1. The associated portion of application scope to support the target requirements has been developed and delivered
 - 3.7.5.2. It has been delivered with acceptable functional capability for the Buyer that has been signed-off and agreed by the Product Owner (the person with the authority to make design decisions across one or more client business processes).
 - 3.7.5.3. That element of the application is then ready for Systems Integration Testing and Operational Acceptance Testing prior to cutover and go-live.
 - 3.7.6. The Supplier will invite Buyer representatives to a playback of Product functionality at the conclusion of Sprints 2 and 4.
 - 3.7.7. Sprints will be delivered by joint teams of the Buyer, the Supplier and third parties operating as a single sprint team. Subject to paragraph 3.2, should the target scope of the Sprint not have been fully accepted at the end of the 5 week sprint timeline, the Project Board will prioritise the backlog items into subsequent Sprints .
- 3.8. In support of the Sprints, the Supplier will provide the services described below. These sections are all subject to the Buyer discharging the Buyer responsibilities detailed in paragraph 4.5.
- 3.9. Mobilisation
- 3.9.1. The Supplier will mobilise the Project. This includes establishing operational project management processes that will be used throughout, such as governance and reporting, risk and issue management, change control, quality management and planning- which will be jointly agreed and defined in the Project Initiation Document. The Supplier will provide the below services:
 - 3.9.1.1. Produce, in consultation with the Buyer, the Project Initiation Document;.
 - 3.9.1.2. Resource, onboard and orient the Supplier project team appropriately;
 - 3.9.1.3. Provide guidance through clearly defined roles, responsibilities and skills required of the Buyer in how business resources should be identified for the project;
 - 3.9.1.4. Finalise Governance Process jointly with the Buyer including the Project Leadership Team meeting and other key forums required throughout the Project (see paragraph 5)
 - 3.9.1.5. Plan, prepare and run the project kick off meetings, using the Supplier's 'Winning Teams' methodology
 - 3.9.2. Subject to the ongoing impact of Covid 19, provide Supplier requirements to the Buyer so that the Buyer can organise administrative tasks in order for the combined team to work together. This includes for example but not limited to the project location, desks, passes and security;
- 3.10. ERP Project Management
- 3.10.1. The Supplier will define and execute the Project Management of this engagement in line with the jointly agreed project Initiation Document (PID). Supplier activities will include:

- 3.10.1.1. Create the Level 1 project plan including the Sprint Objectives for this implementation and keep it updated based on the wider project progress and feedback provided by the Buyer;
- 3.10.1.2. Set up and run the Project Management Office (PMO) as agreed in the Project Initiation Document;
- 3.10.1.3. Establish and run project governance forums in line with the agreed Program Initiation Document and implement escalation paths; create and set up Design Authority and other Governance forum, confirm roles and responsibilities;
- 3.10.1.4. Track and support the Buyer in the management of project Risks, Actions, Assumptions, issues and Dependencies / Decisions (RAAIDD) Log and mitigating actions;
- 3.10.1.5. Manage and maintain inventory of project deliverables (listed in Appendix C) including their state (e.g.: Draft, issued for Approval, Final, etc) and key dates, including acceptance.
- 3.10.1.6. Deploying and Configuring of Azure DevOps which will be located on the Buyer's tenant to store PMO Tools such as RAAIDD and also the Process Taxonomy structure for the remainder of the Project.

3.11. Data Migration

- 3.11.1. Data migration is the process of obtaining data from the existing (legacy) systems, mapping this to the data requirements of the target system i.e. Dynamics 365 Finance. The process of data mapping will highlight the transformations required to the data before they can be loaded to the new system; transforming data is the process of converting data from one format (legacy) into another format (new), it is a fundamental aspect of most data migration. For clarity, the data migration life cycle has 6 stages:
 - 3.11.1.1.
 - 1. Cleanse - To be carried out by the Buyer
 - 2. Extract - To be carried out by the Buyer
 - 3. Map - To be carried out by the Buyer
 - 4. Transform - To be carried out by the Buyer
 - 5. Load - To be carried out by the Supplier
 - 6. Reconcile - To be carried out by the Buyer
- 3.11.2. The Supplier will provide a data migration consultant to advise the Buyer owned and managed data migration process. Supplier activities include:
 - 3.11.2.1. Handover of good practice advice on data migration strategies including but not limited to support in milestones planning;
 - 3.11.2.2. Confirm the Product data entities scope;
 - 3.11.2.3. Provide Product data population templates to the Buyer for objects in scope to map against for ETL process;
 - 3.11.2.4. Carry out 2 trial data loads for the data, extracted, cleansed, transformed and provided by the Buyer, and provide feedback;
 - 3.11.2.5. Execute uploads of data to agreed D365 environment(s)
 - 3.11.2.6. Provide cutover advice and insight during the cutover rehearsals and the final cutover;
 - 3.11.2.7. The Buyer responsibilities in relation to data migration activities are described in paragraphs 4.4 and 4.6.

3.12. Technical Setup & Integration

- 3.12.1. Technical Setup & Integration is the process of enabling an overall solution that integrates all in scope legacy systems, seamlessly handles the processes that cut across multiple component systems and provides an integrated, consistent view of customers, assets, and other data for the solution users, avoiding rekeying or duplicate effort.
- 3.12.2. The Supplier will define and execute a Supplier-driven technical integration for the Product for the seven legacy systems in scope for integrations as per the table below. Supplier activities include:
- 3.12.2.1. Jointly create Environment and Release strategy
- 3.12.2.2. Create Integration strategy
- 3.12.2.3. Create Integration Design Document outlining each integration required as per the table below.
- 3.12.2.4. Develop the technical integration between the solution and the identified systems in the Buyer's system landscape (see table below)

System	Outbound / Inbound	Frequency	Data feed
PTX	Outbound	Twice Weekly (all LEs)	<ul style="list-style-type: none"> Supplier Payments
Barclays.net	Inbound	Daily	<ul style="list-style-type: none"> Bank Statements (16 bank accounts)
HMRC Gateway	Outbound	Monthly for VAT Quarterly CIS	<ul style="list-style-type: none"> Making Tax Digital for VAT Construction Industry Tax (tbc)
Sequel	Outbound	Weekly	<ul style="list-style-type: none"> Projects Ledger
RAM	Inbound	Monthly	<ul style="list-style-type: none"> General Ledger Feed
Dynamics 365 for Customer Engagement	Outbound	Near Real time	<ul style="list-style-type: none"> Financial Dimensions Supplier Details
	Inbound	Near Real time	<ul style="list-style-type: none"> General Ledger Feed (Or Possibly via AR) Customer Details

- 3.12.3. The Buyer is Responsible and Accountable for all Line of Business systems integrations. The Buyer responsibilities can be found in paragraphs 4.4 and 4.6

3.13. Security

- 3.13.1. The application is required to have Role Based Access Controls configured to meet the Buyer's business needs in line with the processes defined within

the Program. This is to ensure the data contained within the application is only available to the business users determined by the Buyer's defined data control processes.

- 3.13.2. The Buyer is responsible for the design and build of User security roles within the application with the Supplier providing supportive and good practice guidance.
- 3.13.3. The Supplier will provide the Buyer with the following;
 - 3.13.3.1. User Mapping Document - used by the Buyer to map business user access needs to the Product's application roles for which a template will be provided.
 - 3.13.3.2. SME training to the Buyer's designated security expert on how to use the the Product's Role Based Access Control tools for build and management of business roles
 - 3.13.3.3. Supporting advice on good practice of delivery of Security delivery in line with the program delivery plan
 - 3.13.3.4. Load the data template populated by the Buyer which allocates business users to security roles as part of the data migration workstream.
- 3.13.4. The Buyer is Responsible and Accountable for configuration of the system security roles and mapping business users. The Supplier will support the client in their decision making to allow for knowledge transfer of good practices integrated in the delivery.

3.14. Testing

- 3.14.1. Testing confirms that the Product meets the agreed requirements and agreed test criteria , from both a system and a process perspective. Discovering requirement, design, configuration, integration and data issues during the early stages of testing significantly reduces the cost of remedial work when compared to discovering these issues post go-live.
- 3.14.2. The Supplier will support a Buyer driven testing process and execute in line with the jointly agreed test strategy and plans covering:
 - 3.14.2.1. Prepare the testing strategy and test plan for the Product build phase; including playback/design approval, 'shift left' approach, and test type/phasing ownership and alignment throughout Sprint & Stability
 - 3.14.2.2. PwC Functional and Technical team to perform Unit Testing of all configuration during Sprints;
 - 3.14.2.3. In conjunction with the Buyer's allocated team; perform System Integration Testing (SIT) based on the agreed test plan to validate base connectivity to legacy systems in scope of deployment, as part of the end to end process (the Buyer is responsible for legacy systems SIT tests - incoming and outbound data). This will be a collaborative activity which takes place during the Innovate (build) phase of the Project;
 - 3.14.2.4. Provide insight and advice to the Buyer in strategy & planning the Operational Acceptance Testing (OAT) for the System. This is scheduled to take place in the Release (Deploy) stage of the Plan;

- 3.14.2.5. Define and manage the defects process for the Product during the project phase.
- 3.14.2.6. Triage of defects identified and managing the defect prioritisation within the requirements backlog. The proposed severity is as per the below;
 - Severity 1 - Critical - Major disruption to the service, which could result in serious damage to the business. No workarounds in place leading to a significant risk of commercial issues and regulatory breaches.
 - Severity 2 - High - Disruption to the service, which could result in customer complaints. Temporary workaround in place, but potentially a risk of commercial issues and regulatory breaches.
 - Severity 3 - Medium - No disruption to the service and not visible to customers as a permanent workaround is in place. No risk of commercial issues or regulatory breaches.
 - Severity 4 - Low - No disruption to the service and no workaround is needed. Slight variance to the specification/requirement but has minimal impact.
- 3.14.2.7. Advise the Buyer to deliver test scripts for SIT legacy systems and OAT activities.
- 3.14.2.8. Advise the Buyer to deliver the test data as defined by each test script for the sprints and testing phase
- 3.14.2.9. Prepare test closure report
- 3.14.3. The Buyer is Responsible and Accountable for the OAT testing process, project / IT estate end to end testing and by signing off the outputs confirms that the testing has been completed in line with the jointly agreed test strategy and test plans. Buyer responsibilities are detailed in paragraphs 4.4 and 4.6

3.15. Train the Trainer

- 3.15.1. The Supplier will provide functional consultant support to a Buyer led training project. Supplier activities include:
 - 3.15.1.1. Prepare train the trainer strategy and plan;
 - 3.15.1.2. Review the training documentation produced by the Buyer
 - 3.15.1.3. Deliver a maximum of eight 'train the trainer' training sessions in line with the agreed strategy and plan, either classroom based or online, to trainers and super users as defined in the Deliverables table on the in scope processes
 - 3.15.1.4. This is to be delivered within a two week period and is expected there will be one session per level 2 process (ie Procure to Pay, Funding to Cash) plus technical handover.
- 3.15.2. The Supplier will 'Train the Trainer' to enable the Buyer to train its own end users. The Supplier will not train end users.
- 3.15.3. Buyer responsibilities for training are detailed in paragraphs 4.4 and 4.6

3.16. Cutover Management

- 3.16.1. Cutover Management is the technical and business activities that are required to move from the Project to the Production state
- 3.16.2. The Supplier will provide functional subject matter expert support to a Buyer led cutover management process. Supplier activities include:
 - 3.16.2.1. Work with the Buyer to identify key elements of the Microsoft launch checklist
 - 3.16.2.2. Advise the Buyer with respect to the cutover process by feeding Go-Live tasks into the Buyer's plan
 - 3.16.2.3. Assist a cutover rehearsal in conjunction with the Buyer
 - 3.16.2.4. Execute agreed technical cutover tasks such as environment readiness for the Product
 - 3.16.2.5. Provide Validation of data loaded to the production system, for when the Buyer will then be responsible for reconciling to previous legacy system accounts.
- 3.16.3. The Buyer is Responsible and Accountable for the cutover management plan and by signing off the Cutover Management plan confirms that the standards are fit for purpose for their business and fulfills their requirements. All systems other than the Product will be the responsibility of the Buyer.

3.17. Post Go Live Support (PGLS)

- 3.17.1. To define and execute a Supplier driven PGLS project. Supplier activities include:
 - 3.17.1.1. Plan and manage PGLS process including jointly agreed Supplier exit criteria (e.g. acceptance criteria, handover to the Buyer's AMS team, defects and fixes tracking);
 - 3.17.1.2. Provide a dedicated team from go-live of Release 1 for a period of 4 weeks, with a solution architect providing triage of test and live incidents;
 - 3.17.1.3. Perform Severity 1 and 2 defect fixes attributable to the Supplier during the 4 week PGLS period (as defined in the test strategy)
 - 3.17.1.4. Perform a hand over in the form of two handover meetings of the Product design to the Buyer's AMS team.

4. Buyer's Prerequisites & Responsibilities and Project Assumptions

- 4.1. In addition to the assumptions and Buyer responsibilities detailed below, the following prerequisites have been identified as items that must be in place before the project can commence, or releases can complete, respectively.
- 4.2. The Buyer acknowledges that the anticipated project timetable may be delayed, and additional fees may apply, if any of the prerequisites, assumptions or responsibilities are not met.
- 4.3. Prerequisites
 - 4.3.1. The Buyer will procure their own Product licenses and with the Supplier supporting activate these as appropriate. Then the Buyer will provide the Supplier with Administrator access. The Supplier will then deploy the test and production versions of the Product into the Buyer's domain.

4.4. Assumptions

- 4.4.1. Due to the uncertainty caused by Covid-19 the Supplier will work with the Buyer to agree on an appropriate and Covid-compliant working model. It is currently assumed that the project will be delivered primarily remotely and as such no expenses have been factored into the Fixed Price. However, as Government guidelines are amended from time to time, the Parties will meet to discuss and agree, both acting reasonably, amendments to the working model. Any agreed associated expenses will be incorporated into this agreement by written variation in accordance with 4.14 of this schedule 1. In the event that the Supplier is able to work on-site at the Buyer's premises, the Buyer will provide a safe, secure and appropriate working environment.
- 4.4.2. The Buyer will not provide the Supplier with any personal data or source code unless specifically authorised in the agreement. Where personal or source data is required and authorised by the Buyer to be passed to the Supplier only pre-agreed and secure mechanisms will be used.
- 4.4.3. This engagement is for the Buyer and its listed legal entities only, as per section 1.
- 4.4.4. The Product will replace SUN Accounts, the incumbent Finance system for which the Buyer is responsible for decommissioning.
- 4.4.5. Existing Housing Asset management systems will not be modified by the Supplier as part of this Project.
- 4.4.6. There is no requirement for Inventory Management.
- 4.4.7. No Business & functional change management is included. Any business change support will be subject to change request.
- 4.4.8. The use of Dual Write to integrate Dynamics 365 CE and the Product is dependent on these solutions existing within a single tenant. If the Buyer cannot facilitate a single tenant module, Supplier integration costs and implementation times will be revisited due to increase in custom interface requirements. This will be managed through the Change Control procedure.
- 4.4.9. The Supplier will enable the data feed to the Data Warehouse and will demonstrate how to configure the Data Warehouse. It is the responsibility of the Buyer to then scope their data requirements and activate for business use.
- 4.4.10. Resources from all Parties (including third parties) will be empowered to make decisions in a timely manner in order to achieve sprint acceptance.

4.5. Buyer Responsibilities

- 4.6. The Buyer will, at no charge to the Supplier, be responsible for executing the following activities;

- 4.6.1. Business Change, which includes but is not limited to:

- 4.6.1.1. Capturing to be processes and business change assessment to support the business change workstream particularly where there are significant changes to existing processes as agreed between the Buyer and the Supplier as part of the Common Design Phase
 - 4.6.1.2. Providing all Business Change and communications necessary for the wider business based on the business change assessment
 - 4.6.1.3. Undertaking End User Training after the 'Train the Trainer' period

4.6.2. Resources

- 4.6.2.1. Make available facilities and equipment required for the Supplier to perform the services, to the extent the services are to be performed at the Buyer's premises
- 4.6.2.2. Provide accurate information and access to personnel that are required in order for the Supplier to perform the services
- 4.6.2.3. Review any work product according to the requirements of this agreement, including the acceptance process and provide timely feedback;
- 4.6.2.4. Perform the Buyer's programme management obligations as set out in the agreement and the Project Initiation Document;
- 4.6.2.5. Provide a dedicated project manager to co-ordinate the required input from the Buyer's stakeholders and staff and to assist with the organisation for workshops and meetings
- 4.6.2.6. Provide access to staff knowledgeable on the Buyer's current ERP, processes and associated systems with the appropriate authority to provide timely decisions, as required as per the requirements specified in Appendix D: Raven Team Structure

4.6.3. Security

- 4.6.3.1. Complete regular back-ups, in accordance with good industry practice, of all systems containing data or software to which the Supplier will have access when performing the services;
- 4.6.3.2. implement controls to prevent the Supplier gaining inadvertent access to any confidential computer records or data not necessary for the performance of the services;
- 4.6.3.3. The Buyer must monitor the access rights of the Supplier staff on an on-going basis to ensure compliance with this agreement. The Buyer must immediately notify the Supplier in writing if:
 - any changes to the permitted users' access are required
 - any permitted user details become known to anyone other than the relevant user so that the Supplier can disable those user details and provide a replacement access code.
- 4.6.3.4. The Buyer must notify the Supplier as soon as they become aware of any unauthorised use of the Product by anyone. Neither the Supplier, nor its licensors, accept any liability in connection with any unauthorised use of the access codes or any unauthorised access to or use of the Product.
- 4.6.3.5. The Buyer is responsible for providing all security requirements, and for satisfying themselves that these are being adhered to. This includes any performance or penetration testing of the Product prior to go-live.
- 4.6.3.6. The Buyer is responsible configuration of the system security roles and mapping business users
- 4.6.3.7. The Buyer is responsible for providing all services associated with Cyber Security.

4.6.4. Data Migration

- 4.6.4.1. Constrain the scope of data to be migrated to three years prior at the point of Go-Live.
- 4.6.4.2. Extract, cleanse and transform data in line with agreed Data Templates
- 4.6.4.3. Map, populate and confirm when data templates are ready for loading
- 4.6.4.4. Undertake business reconciliation of all migrated data. Data quality will be the responsibility of the Buyer.
- 4.6.4.5. Undertake the tasks outlined below, any additional support from the supplier to execute the above will be subject to change request
 - Data Profiling
 - Master Data Management
 - Data mappings to source
 - Data Reconciliations
 - Data Anonymization
- 4.6.4.6. Project Management and/or coordination of Resources required from the Buyer for Data Migration activities Project Management

4.6.5. Technical Setup and Integrations

- 4.6.5.1. Provide information regarding the Buyer's current ERP system; which modules have been implemented, licencing arrangements including the number of end users and what customisations and interfaces to other systems have been built.
- 4.6.5.2. Provide information regarding the Buyer's current IT Architecture
- 4.6.5.3. Coordinate legacy systems in line with cutover plan
- 4.6.5.4. Provide exposed API's (accessible from the applications' hosted location) that allow import/ export of data from/ into any existing systems, if required, in order to provide the functionality that is required to meet the agreed user requirements.
- 4.6.5.5. Complete any questionnaires that the Supplier may issue. These will focus on existing processes and system setup.
- 4.6.5.6. The Buyer will need to have the necessary product hosting, maintenance and support arrangements in place in order to Deploy the Production version of the Product
- 4.6.5.7. The buyer will ensure provision of and/or access to Microsoft 365 and Azure resources where the Supplier has a dependency on these resources for delivery of the Services.
- 4.6.5.8. As part of the services the Buyer will provide the Supplier with login access to their Azure DevOps platform.
 - The Buyer agrees that it will only access the platform in accordance with PwC's Acceptable Use Policy version 1.1. For the purposes of this agreement any reference to 'PwC Employee' within the 'PwC Acceptable Use Policy' shall be

read as 'Raven Housing Trust ' employee or nominee that has access to Azure DevOps environment Buyer responsibilities - The Buyer is responsible for:

- all use of the product by all permitted users
- ensuring the permitted users are made aware of the relevant terms of the agreement and comply with them, any terms of use and all reasonable instructions issued by the Supplier to the Buyer. The Buyer warrants that anyone who accesses the product using access codes the Supplier give to them has their authority to do so.

4.6.6. Application Management Support

- 4.6.6.1. Provide information regarding the current support arrangements for the existing ERP, detailing super user numbers and responsibilities.

4.6.7. Governance and Engagement

- 4.6.7.1. Be responsible for the overall programme and making all management decisions and performing all management functions
- 4.6.7.2. Provide oversight of the Supplier's services by the Buyer's senior management team or such other individuals that possess the requisite suitable skill, knowledge, and/or experience.
- 4.6.7.3. Be actively involved in the services, such that the Buyer will continuously evaluate the appropriateness and results of the services being performed and tell the supplier if and when the Buyer requirements change;
- 4.6.7.4. Provide ownership of deliverables, their review, approval and risk management through the Buyer's governance structure, and where appropriate their implementation;
- 4.6.7.5. Provide to the Buyer document templates, if required, for any deliverables
- 4.6.7.6. Make clear any other interdependencies / projects / plans that the Buyer is aware of that may have influence / impact on this project

4.6.8. Testing

- 4.6.8.1. Own and manage the Operational Acceptance Testing Phase including test scripts and dependencies on legacy systems
- 4.6.8.2. Provide timely reporting of issues according to test strategy and agreed defect management
- 4.6.8.3. Be responsible for all aspects of appropriate penetration (PEN) testing of the Product prior to go live

4.6.9. Manage Third Parties

- 4.6.9.1. The Buyer will contract with and manage all necessary delivery parties not working for the Supplier for the services required from them. The Buyer will procure the cooperation of these parties with the Supplier's reasonable requests and manage all interdependencies between its suppliers. The Supplier will not supervise these parties. The Supplier will not owe a duty of care to these parties; the Supplier's services are provided solely for the Buyer and the Buyer will inform these parties

that the Supplier has no liability to them. The Buyer will be entirely responsible for the management of these third parties.

4.6.9.2. The Buyer will be responsible for procuring any third party software or data required in connection with, or resulting from, the Supplier's performance of the services.

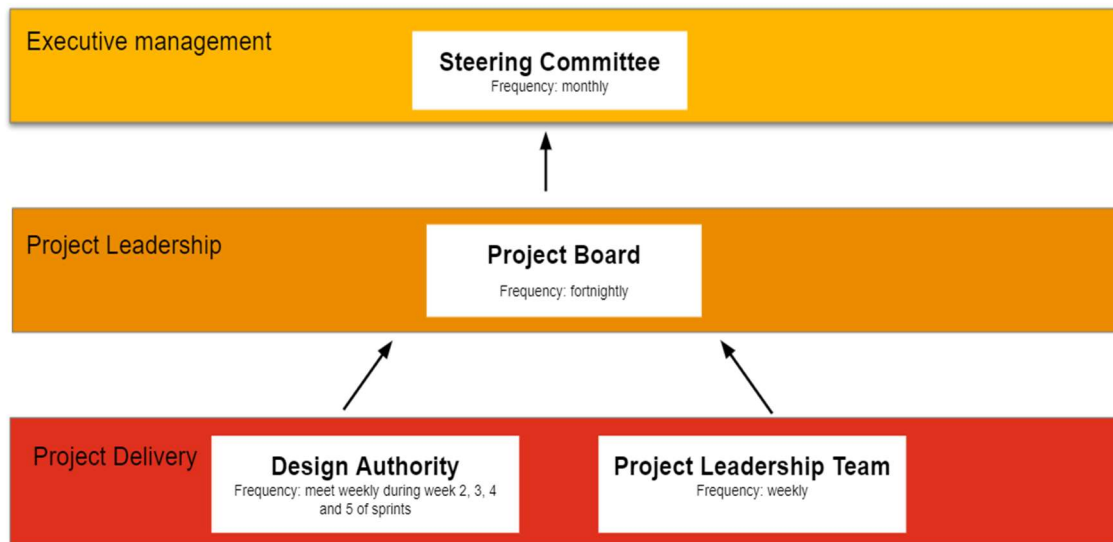
4.6.9.3. The Buyer will ensure that the Supplier and other 3rd parties working for the Supplier do not have access to sensitive or personal data.

4.6.10. Data Protection

4.6.10.1. The Buyer is responsible for performing all necessary data protection implications in regards to this engagement, such as gaining consent by affected parties and undertaking an appropriate assessment such as a 'Privacy Impact Assessment' or a 'Data Protection Impact Assessment';

5. Governance, Change Control Process and Relief Events

5.1. The Governance model of the Project will be confirmed as part of the mobilisation phase, however the initial proposal is as per the below:



5.2. The Steering Committee will:

- 5.2.1. Monitor the management and progress of the project (and project deliverables)
- 5.2.2. Provide overall project direction, prioritisation
- 5.2.3. Coordinate and enable cross project decision making
- 5.2.4. Be attended by such representatives as the Buyer determines as necessary. Supplier attendance at the Steering Committee will be in an advisory capacity only.

5.3. The Project Board will:

- 5.3.1. Provide strategic leadership and direction to, and scrutiny of, the overall project progress. Provide approval for the deliverables associated with each Milestone Payments subject to section 5.6.1.
- 5.3.2. Buyer attendees at Project Board will include:

- 5.3.2.1. For the Buyer: Director of Finance & Governance, Project Manager, Lead Architect
 - 5.3.2.2. For the Supplier: Delivery Director, Project Manager and PMO
 - 5.3.2.3. Substitute attendees, where they are empowered to make decisions in place of the original attendee.
- 5.4. The Project Leadership Team will:
 - 5.4.1. Align on management intervention required to improve the 'delivery health' of the project.
 - 5.4.2. Buyer attendees at Project Leadership Team will include:
 - 5.4.2.1. For the Buyer: Project Manager
 - 5.4.2.2. For the Supplier: Project Manager and PMO
 - 5.4.2.3. Substitute attendees, where they are empowered to make decisions in place of the original attendee.
- 5.5. Design Authority (DA)
 - 5.5.1. The project Design Authority will be a joint review board comprising empowered leadership from the Buyer, the Supplier and other critical stakeholders (including the Buyer's Product Owners, Process Owners and/ or SMEs).
 - 5.5.2. The primary objective of the Design Authority will be to make sure that the principle of adopting standard configuration rather than technical extension of the solution is rigorously applied in order to maintain the validity of business case assumptions.
 - 5.5.3. Only in cases where standard configuration without technical extension is genuinely unable to support a viable business process as part of the Common Design Workshops (Sprint 0) will development of technical extensions to the standard Microsoft solution be authorised by the Design Authority and signed off by the Buyer.
 - 5.5.4. Changes during the program timeline to systems that integrate with the Product or that provide source data for migration to the Product will be reviewed by the Design Authority and, if impacting on effort or timeline, an amendment to this Call Off will be agreed via the Change Control Procedure.
 - 5.5.5. Attendees at this forum will be confirmed on a weekly basis
- 5.6. Acceptance Criteria
- 5.7. The following acceptance procedure shall operate:
 - 5.7.1. The Buyer shall evaluate the deliverables created by the Supplier and delivered to the Buyer at the end of each sprint of the project against their respective agreed acceptance criteria.
 - 5.7.2. The Supplier shall provide the Buyer with such assistance as the Buyer may reasonably require in connection with the Buyer's evaluation of each of these deliverables. For Sprints 1 & 3 this will be a report of the user stories completed against the sprint backlog. For Sprint 2 & 4 there will also be a playback as well as the reported progress.
 - 5.7.3. At the end of every sprint, the Buyer's Product Owner shall notify the Supplier whether or not it considers that the deliverable meets its acceptance criteria.

If the Buyer does not accept or reject the deliverable in writing within 5 days, or if the Buyer uses the deliverable for any purpose other than acceptance testing, it will be deemed to have been accepted.. If the deliverable meets its acceptance criteria the Buyer will accept it and provide a completed acceptance form if requested. Upon acceptance of the deliverable, all services associated with it shall be deemed accepted and we shall have no further obligation with respect to that deliverable.

5.7.4. The Buyer will not withhold acceptance unreasonably and will be entitled to reject a deliverable only if the deliverable fails to meet its acceptance criteria. If a deliverable is rejected, the Buyer will notify the Supplier of the reasons why it does not meet its acceptance criteria and the Supplier will take reasonable steps to remediate the deficiency and resubmit it for testing.

5.7.5. If the Buyer notifies the Supplier that a deliverable does not meet its acceptance criteria, then the Supplier shall either:

5.7.5.1. modify that deliverable so that it does meet its acceptance criteria and at no charge to the Buyer in respect of the time spent in modifying that deliverable; or

5.7.5.2. discuss and agree an appropriate work around: or

5.7.5.3. terminate this agreement and refund to the Buyer the fees paid for the deliverable.

5.7.6. Subject to paragraph 3.2, if the Buyer has not provided requested information or design decisions any dependant user stories will be put back to the backlog for replanning against future Sprints

5.8. Handover

5.9. Unless otherwise agreed by both parties during the engagement, handover of the Product will be carried out once the Final Sprint (Post Go-Live Support) has been signed off as accepted.

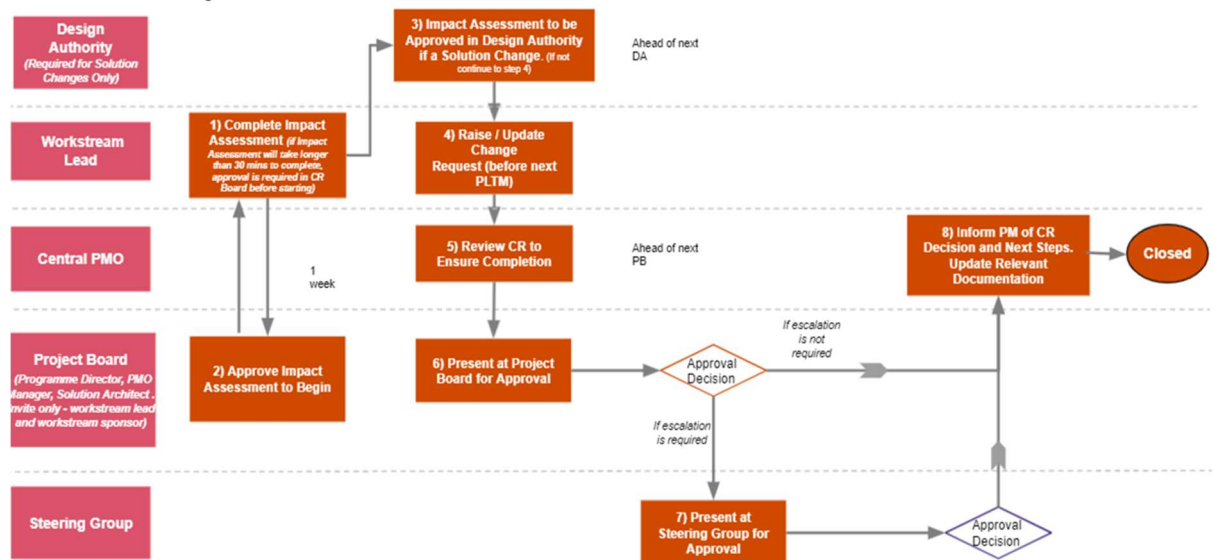
5.10. Upon acceptance of the Final Sprint the Buyer will, if requested by the Supplier, sign an acceptance letter in the form set out in Appendix [3] ("Acceptance Letter"). This letter confirms the services have been completed and that the Supplier will be under no obligation to provide maintenance, support or further changes to the Product.

5.11. Upon making the Product available to the end users, the Buyer will not use the Supplier's name or logo in connection with it and the Supplier will remove any references to the Supplier from the Product. Both parties shall mutually agree to disclose the Supplier's involvement in the development of the Product.

5.12. Change Control

5.13. Signing rights for Change Requests are to be agreed with the Buyer within 4 weeks of the start of the project.

5.14. The change control procedure and the key forums involved for the approval of scope, solution, budget, benefit and timeframe changes are described below. The aim is to have the impact assessment completed within 5 days before being ratified at the next Project Board meeting. The expected timescale is 2-3 weeks depending on when the next Design Authority and Project Board fall. Where the Change is urgent, specific forums may be used to expedite.



5.15. Should the Buyer request that a new requirement be added to the Product backlog, an amendment is made to the category or priority of requirements in the Product Backlog (e.g. "Pre-configured" to "No code extension") or a technical extension spans more than one sprint the following process shall apply.

5.15.1. The development team shall determine the development effort of that requirement

5.15.2. The Supplier, in agreement with the Buyer, may then agree to

5.15.2.1. Add the requirement to the backlog as a low priority requirement that will only be completed if the other requirements are completed in less than planned time; or

5.15.2.2. Remove from the Product backlog an existing requirement or multiple requirements of equal effort provided that the development team confirms that the existing requirements have not already been selected for a sprint and the proposed change is technically viable; or

5.15.2.3. Deliver such new requirement as an additional requirement, and both parties will agree an additional fee for such additional requirement

5.16. For all other changes to the agreement the parties will agree a written Variation to this contract in accordance with Clause 32 of its terms.

6. The Schedules and Appendices attached to this Call-Off Contract are hereby expressly incorporated into this Call-Off Contract and apply between the Supplier and the Buyer.

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 are set out below.

Fixed Price

The total cost of the Services is a Fixed Price of £1.3m, including expenses and excluding VAT. This is based on the Supplier providing the Services in accordance with the Buyer's RTMs, as described at Appendix B: Raven Housing RTM. In the event that the Buyer's RTMs change or are recategorised, the scope and fee will be amended via the Change Control procedure.

Expenses

The total cost set out in the Fixed Price section above is based on assumptions as follows:

- Supplier onshore activity will be performed at the Buyer's offices in Redhill, Supplier's offices in London or remotely
- Supplier offshore activity will be performed in India

Invoicing and Payment

The Supplier will invoice the Buyer for amounts due and payable according to the following schedule:

Target Date	Milestone	Amount Due
Start Date + 1 Month	Mobilisation	£65,000.00
Start Date + 2 Months	Sprint 0 Complete	£195,000.00
Start Date + 3 Months	Sprint 1 Complete	£195,000.00
Start Date + 4 Months	Sprint 2 Complete	£195,000.00
Start Date + 5 Months	Sprint 3 Complete	£195,000.00
Start Date + 6 Months	Sprint 4 Complete	£195,000.00
Start Date + 8 Months	Train the Trainer Complete	£97,500.00
Start Date + 9 Months	Release 1 Go-Live	£97,500.00
Start Date + 10 Months	Completion of PGLS	£65,000.00

Milestone acceptance criteria are as follows (for further detail please refer to Appendix C: Deliverables):

- Mobilisation:** The deliverables relating to the phase have been accepted. This will be confirmed in the Project Leadership Team Meeting.
- Common Design Phase:** The deliverables relating to the phase have been accepted. This will be confirmed in the Project Leadership Team Meeting.
- Sprints:** Tasks relating to the functional and technical scope, agreed at the start of the relevant sprint, are completed. This will be confirmed in the Project Leadership Meeting.

- D. Train the Trainer Completion: Delivery of a week-long 'train the trainer' and 'super user training boot camp for core processes in scope for up to 10 Buyer employees. Train the trainer completion will be formalised via a Closure report.
- E. Release 1 Go-Live: Formal approval from the Project Leadership Team of the go/no-go decision to put the Release 1 functionality live. Please note the Go-live date will be confirmed on completion of the Common Design Phase.
- F. Completion of PGLS: Major defect fixes attributable to the Supplier completed. Two hand over meetings with the Buyer's AMS team completed.

The Buyer will settle invoices within 30 days of the date of submission. The charges will be denominated in UK pounds sterling, exclusive of VAT.

Additional services

Charges associated with any additional services, over and above the Services, will be agreed on a case-by-case basis as part of the Change Control procedure.

Tax

All prices and charges are exclusive of applicable sales tax, service tax and any other applicable taxes and duties, in each case to the extent payable by the Buyer under relevant legislation, at the rate and in the manner from time to time prescribed by such legislation and provided these are properly set out in a valid tax invoice. Unless otherwise agreed between the Parties, the Buyer will be responsible for all other taxes which are incurred as a result of the Service being provided

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, 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 good 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: Not used

Schedule 4: Alternative clauses

1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 8.12 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.2.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000

- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004
- Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons
- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its

Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

- 2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.
- 2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

- 2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.
- 2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.
- 2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.

- 2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

- 2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.
- 2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.
- 2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Not used

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax</p> <p>Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
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)	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR

Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	<p>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:</p> <p>https://www.gov.uk/guidance/check-employment-status-for-tax</p>
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	<p>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).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.12 together with the Framework Schedules.</p>
Fraud	<p>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.</p>
Freedom of Information Act or FoIA	<p>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.</p>
G-Cloud Services	<p>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.</p>
GDPR	<p>General Data Protection Regulation (Regulation (EU) 2016/679)</p>
Good Industry Practice	<p>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</p>

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

Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).

Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> o under the Bribery Act 2010 o under legislation creating offences concerning Fraud o at common Law concerning Fraud o 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.

1.1.1.1 The contact details of the Buyer's Data Protection Officer are:

dataprotectionofficer@ravenht.org.uk

1.1.1.2 The contact details of the Supplier's Data Protection Officer are:

UK_privacy_information_management@pwc.com

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

1.1.1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> The supplier team will have access to the Buyer's personal data of their customers, suppliers and external parties for the purposes of data migration, applications support and will have access to the Buyer Production environment to deploy solution packages.
Duration of the Processing	The duration of the data processing will be throughout the lifetime of this contract and any extension.
Nature and purposes of the Processing	For the purposes of Data Migration, applications support and while accessing Buyer's Production environments.

Type of Personal Data	Personal data as defined, captured and controlled by the Buyer.
Categories of Data Subject	Buyer's customers, staff, suppliers and external parties as defined by the Buyer's data controls.
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	No data will be collected or stored on the Supplier's own environments. All data are on the Buyer's own Microsoft Cloud environment and the Buyer's own data centre and on-premise environments.