

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 4 Framework Agreement (RM1043.6) [REDACTED]

[Part A - Order Form](#)

[Part B – Terms and conditions](#)

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Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract v2

<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

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The Order Form (Part A), the Terms and Conditions (Part B), and the Schedules (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part C) are set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	Department for Environment, Food and Rural Affairs (DEFRA)										
Supplier	Kainos Software Limited										
Call-Off Contract Ref.											
Call-Off Contract title	Defra Digital Delivery										
Call-Off Contract description	Assisting Defra to transform its public service delivery in a digital and Agile manner										
Call-Off Contract period	24 months										
Start date	1 st June 2021 and is valid for 24 Months.										
End date	31 st May 2023										
(Optional) Maximum Call-Off Contract Extension Period	6 months										
Latest Extension Period End Date	31 st November 2023										
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	1 month (or longer by written agreement of the Parties)										
Call-Off Contract value	Up to £54.5m (to be controlled by Statement of Works)										
Charging method	<table border="1"> <tr> <td>Capped time and materials (CTM)</td><td></td></tr> <tr> <td>Price per story</td><td></td></tr> <tr> <td>Time and materials (T&M)</td><td>Y</td></tr> <tr> <td>Fixed price</td><td></td></tr> <tr> <td>Other pricing method or a combination of pricing methods agreed by the Parties</td><td></td></tr> </table>	Capped time and materials (CTM)		Price per story		Time and materials (T&M)	Y	Fixed price		Other pricing method or a combination of pricing methods agreed by the Parties	
Capped time and materials (CTM)											
Price per story											
Time and materials (T&M)	Y										
Fixed price											
Other pricing method or a combination of pricing methods agreed by the Parties											

Notice period for termination for convenience	A maximum of 30 consecutive calendar days
Initial SOW package	To be confirmed in SOW1

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043.6).

Project reference:	DOS-13666
Buyer reference:	ecm_31560
Order date:	1 st June 2021
Purchase order:	TBA
From:	the Buyer The Secretary of State for Environment, Food and Rural Affairs Nobel House, 17 Smith Square, London SW1P 3JR
To:	the Supplier Kainos Software Limited 0289 0571 1100 Kainos House 4-6 Upper Crescent Belfast BT7 1NT
Together:	Company number NI019370 the "Parties"

Principle contact details

For the Buyer:	Name:	

For the supplier	Name:	
	Phone:	

Data Protection Officers

For the Buyer:	Name:	
	Email:	

Buyer contractual requirements

Digital outcomes and specialists services required:	The Buyer requires the Supplier to develop and support key services for Europe and Trade Deliver and Future Farming & Countryside Portfolios. The Supplier shall support the Buyer across the DDTS Europe and Trade Delivery and Future Farming and
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	<p>Countryside Portfolios in the following (but not limited too) services:</p> <ul style="list-style-type: none"> • Trade Services (in line with Evolving government Europe Trade Policy) • Imports (IPAFFS) • Exports (EHCO) • Data and Reporting Services • Common Platforms • Centralised WebOps • Chemicals (REACH IT) <p>The Buyer reserves the right, in agreement with the Supplier to extend the use of services outside of the listed services if necessary</p>
Warranty period	90 days from the date of Buyer acceptance of release.
Location:	On site in the Buyer's designated offices or remote working as agreed on a SOW basis.
Staff vetting procedures:	Basic Clearance
Standards:	Digital by Default Service Standard
Limit on supplier's liability:	As per the Contract clause 34
Insurance:	As per the Contract clause 10
Supplier's information	
Commercially sensitive information:	<p>The CVs of staff provided by the Supplier qualifies under the "Personal Information Exemption (s.40)" of the Freedom of Information Act and would be exempt from disclosure under the Data Protection Act 1998 (the period that this information should be confidential for would be the lifetime of the Data Subject).</p> <p>Rate and Pricing information considered by the Supplier to be confidential and commercially sensitive and therefore covered by the 'Commercial Interests' exemption (s.43) of the FOI, as the release of this information is likely to prejudice the commercial interests of Kainos and is likely to adversely affect its (and the Buyer's) future negotiating position. (Propose that the period that this information should be confidential for should be 5 years).</p>

Subcontractors / Partners:	<ul style="list-style-type: none"> Clarasys Limited Registration Number: 07311129 40 Bloomsbury way, Lower Ground Floor, London, WC1A 2SE, England Made Tech Company number 12204805 86-90 Paul Street, London, United Kingdom, EC2A 4NE Hippo Digital 1st Floor Aireside House, Aire Street, Leeds, United Kingdom, LS1 4HT Company number 09877239 BJSS Limited Registration Number: 02777575 Coronet House, Queen Street, Leeds, LS1 2TW Redrock Consulting Limited Registration Number 05415757 Pembroke House, 15 Pembroke Road, Bristol, BS8 3BA, United Kingdom
Call-Off Contract Charges and payment	
The method of payment for the Call-Off Contract Charges (GPC or BACS)	BACS
Invoice (including Electronic Invoice) details	The Supplier shall issue electronic invoices monthly in arrears. In accordance with Contract Part B – Terms and conditions, clause 8, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.
Who and where to send invoices to:	SCCL <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 20%;"></div> <div style="background-color: black; height: 15px; width: 10%;"></div> <div style="background-color: black; height: 15px; width: 15%;"></div> <div style="background-color: black; height: 15px; width: 40%;"></div>

Invoice information required – eg PO, project ref, etc.	All invoices must include PO Number, Statement of Work number and number of days and rate card details
Invoice frequency	Monthly in arrears
Call-Off Contract value:	Up to £54.5 million plus VAT in the aggregate called off by independent Statements of Work under this Contract.

Call-Off Contract Charges:

The Contract Value of up to a maximum aggregate value of £54.5 million, plus VAT, will be called off in phases as set out in each Statement of Work. The following Day Rates will apply (subject to the banded Discounts set out in the Discount Table below). Day Rates are exclusive of VAT which will be invoiced in addition.

Expenses associated with travel, accommodation and subsistence at other locations will be invoiced in addition, at cost, in arrears.

	Strategy & architecture	Change and transformation	Development and implementation	Delivery and operation	Skills and quality	Relationships and engagement
1. Follow						

Discount:

A tiered discount model will apply based on accumulated spend per month under the Call Off Contract as set out in the Discount (%) column below.

Additional Buyer terms

Warranties, representations and acceptance criteria	The Supplier warrants and undertakes to the Buyer that: Acceptance of the Services will occur on sign off by the Buyer. The Buyer will endeavour to ensure that this is completed within five Working Days following delivery.
Supplemental requirements in addition to the call-off terms	During the Contract period and for six (6) months after termination the Parties will not directly or indirectly solicit, induce, recruit, encourage or otherwise endeavour to cause or attempt to cause any employee or consultant of the other Party directly involved in the delivery of the Services to terminate their relationship with such Party. For the avoidance of doubt recruitment by way of an advertised position without any solicitation or inducement is not a breach of this clause.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Clauses 5, 6, 8, 13, 20 and 44 of the Contract terms is amended as follows:

<p>Specific terms:</p>	<p>The following new clause 5.3 shall be added:</p> <p>5.3 The Supplier acknowledges that where due diligence has included full participation in the quality assurance of the solution design provided by the Buyer (the "Design") and approved in writing by the Supplier, that the Supplier shall not be entitled to recover any additional costs, fees, expenses or charges from the Buyer, seek any change or be excused from the performance of their obligations under this Contract or any Statement of Work if the Supplier is unable to perform the Services due to defects in the Design.</p> <p>Clause 6.4 shall be amended as follows:</p> <p>The Supplier undertakes to develop the interfaces in conjunction with the Buyer's requirements as may be varied in line with the agile process set out in schedule 13 (Agile Process), maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.</p> <p>New clause 6.6 to be added:</p> <p>In producing its Deliverables so as to accord to the Buyer's requirements, the Supplier shall comply in all respects with the Buyer's requirements and any other instructions given by the Buyer to the Supplier, subject to changes in scope impacting timelines and charges, arising from changes to the Buyer's requirements and instructions being managed through the agile process and where relevant, the change request process.</p> <p>New clause 6A shall be inserted:</p> <p>6A Collaboration</p> <p>The Parties shall comply with their respective obligations as set out in schedule 12 (Collaboration).</p> <p>New clause 6B shall be inserted:</p> <p>6B Agile Process</p> <p>Within 10 Working Days of the commencement of the Contract the Parties</p>
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	<p>shall agree an agile working process and in the absence of agreement between the Parties, the Parties may raise a formal exception in writing at which stage, the agile process set out in schedule 13 (Agile Process) shall apply.</p> <p>The following new clauses 8.1 - 8.5 shall be added and the remaining clauses in clause 8 renumbered accordingly.</p> <p>8.1 The Supplier will submit the timesheets to the Buyer on a weekly basing using format agreed with the Buyer. Any disputes will be discussed at the delivery level and in case of the dis-agreement the commercial team will be involved.</p> <p>8.2 Any corrections to the previously submitted data to be notified with appropriate reasoning.</p> <p>8.3 The timesheet data will also include the rates and cost for each resource for each period.</p> <p>8.4 Once the timesheet data is agreed the Supplier will inform of any applicable discounts and then raise the formal invoices. The timesheet data will also include the rates and cost for each resource for each period.</p> <p>8.5 [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] Invoic [REDACTED]</p> <p>The provisions of clause 13 shall be deleted and replaced with the following:</p> <p>13. Intellectual Property Rights</p> <p>13.1 Unless otherwise specified in the Contract:</p> <ul style="list-style-type: none"> the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software. the Crown may publish any Deliverable that is software as open source.
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	<ul style="list-style-type: none"> the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication; <ul style="list-style-type: none"> and failure to seek prior approval gives the Buyer right and freedom to use all Deliverables. the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including: <ul style="list-style-type: none"> the Buyer Background IPRs; the Project-Specific IPRs; IPRs in the Buyer Data. <p>13.1A Subject to the Background IPRs provisions set out in clause 13.1 and 13.5, all IPRs in the Project-Specific IPRs and the Deliverables shall vest in the Buyer unconditionally and immediately upon their creation. Accordingly, the Supplier assigns to the Buyer, with full title guarantee for all purposes, applications and fields of use (including by way of an assignment of future IPRs) all IPRs in the Project-Specific IPRs and the Deliverables including the right to take action for any past, present and future damages and other remedies in respect of any infringement. The Supplier shall execute, and shall procure that any Subcontractors execute, such documents and do such things as the Buyer may consider reasonably necessary to give effect to this clause 13.1A. The Buyer grants on an "as is" basis to the Supplier a royalty free, non exclusive, non transferable licence to use, and to permit its Subcontractors to use, the Project-Specific IPR and the Deliverables during the term of the Contract solely to the extent reasonably required in order to perform the Services.</p> <p>13.2 Where either Party acquires, by operation of Law, right to IPRs in the Project Specific IPRs and the Deliverables that is inconsistent with the allocation of rights set out clauses 13.1 and 13.1A above, it will assign in writing such title to such IPRs in the Project Specific IPRs and the Deliverables as it has acquired to the other Party with full title guarantee for all purposes, applications and fields of use (including by way of an assignment of future IPRs).</p> <p>13.3 Except where necessary for the performance of the Contract (and only where the Buyer has given its prior</p>
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	<p>written approval and subject to any conditions imposed by the Buyer), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.</p> <p>13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under the Contract, without prior written approval from the Buyer (this may be conferred in writing at a project level by the relevant Product Owner or nominated deputy of the Buyer following the normal operational process for the consent by the Buyer to the incorporation of any open source software or third party IPRs).</p> <p>13.5 The Supplier will grant the Buyer (and any third party Supplier to the Buyer or any Service Recipient) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services and/or use of the Deliverables that is additional to the rights granted to the Buyer under the Contract and to enable the Buyer:</p> <ul style="list-style-type: none"> • to receive the Services; • to make use of the Services provided by the third party Supplier; • to use any Deliverables;and • to appoint other suppliers to work on the Programme alongside the Supplier. <p>13.5A The Supplier shall ensure that its employees, contractors consultants and Subcontractors waive all moral rights they might have in the Project-Specific IPRs and the Deliverables.</p> <p>13.5B In the case of any Supplier Background IPRs licensed by the Supplier from a third party and incorporated or provided in conjunction with or in any Project-Specific IPRs or Deliverable or provided to the Buyer in conjunction with the provision of the Services, (with the exception of any Supplier Software or third party IPRs which will be provided subject to the terms of their respective end user licence or SaaS/PaaS agreements, as applicable and approved by the Buyer in advance) the Supplier warrants that it will have obtained any necessary</p>
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	<p>authority, permission or licence from the relevant third party to grant a licence in the same terms as set out in clause 13.1A, and 13.5, as applicable above (save as may be expressly agreed by the Parties in accordance with this clause 13.5B).</p> <p>13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of the Contract for the sole purpose of enabling the Supplier to provide the Services.</p> <p>13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:</p> <ul style="list-style-type: none"> • includes the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and • is granted solely to the extent necessary for the provision of the Services in accordance with the Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose. <p>13.8 At the end of the term of the Contract, the Buyer grants to the Supplier a licence to use the Project-Specific IPRs (excluding any information which is the Buyer's Confidential Information or which is subject to the Data Protection Legislation) on the terms of the Open Government Licence v3.0.</p> <p>13.9 Subject to the above Clause, the Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable unless the Buyer gives its prior approval in writing this may be conferred in writing at a project level by the relevant Product Owners or nominated deputy of the Buyer following the normal operational process for the consent by the Buyer to the incorporation of any open source software or third party IPRs).</p>
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	<p>13.10 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs the Buyer requests.</p> <p>13.11 Where the Supplier is granted permission to use third-party IPRs in a request for approval, the Supplier will ensure that the owner of such third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval. If the proposed licence terms are not acceptable to the Buyer (acting reasonably), the Supplier shall use reasonable commercial endeavours to procure amendments to the licence terms so as to render them acceptable to the Buyer, or source alternative third party IPRs or Supplier proprietary products to fulfil the same requirements on licence terms which are reasonably acceptable to the Buyer.</p> <p>13.12 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, and the Buyer rejects the Request for Approval, then the Contract will need to be varied in accordance with Clause 30 'Changes to Services'.</p> <p>13.13 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with the Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').</p> <p>13.14 Clause 13.13 will not apply if the IPR Claim arises from:</p> <ul style="list-style-type: none"> • designs supplied by the Buyer save to the extent such designs have been validated by the Supplier pursuant to clause 5.3;
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	<ul style="list-style-type: none"> the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of the Contract; or other material provided by the Buyer necessary for the provision of the Services. <p>13.15 The indemnity given in Clause 13.13 will be uncapped.</p> <p>13.16 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The Supplier will at its own expense conduct all negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:</p> <ul style="list-style-type: none"> consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations; takes due and proper account of the interests of the Buyer; considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed). <p>13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with the Contract, the Supplier will, at the Supplier's own cost and expense and subject to the prompt written approval of the Buyer use its best endeavours to:</p> <ul style="list-style-type: none"> modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer; or obtain a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms that are either consistent
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	<p>with the Contract or acceptable to the Buyer, in which case clause 13.10 shall apply.</p> <p>13.18 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.</p> <p>13.19 If the Supplier does not comply with provisions of this Clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.16 or receipt of the notification by the Buyer from the Supplier under clause 13.18 (as appropriate), the Buyer may terminate the Contract for Material Breach and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.</p> <p>13.20 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.</p> <p>13.21 The Supplier will, as an enduring obligation throughout the term of the Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between the Buyer and the Supplier).</p> <p>13.22 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.</p> <p>13.23 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, and clause 20.3, will be met and paid by the Buyer and the Supplier as follows:</p>
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	<ul style="list-style-type: none"> • by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier. • by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer. <p>13.24 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer.</p> <p>13.25 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer unless the Buyer agrees in advance in writing that the converted format is not required.</p> <p>The following new definition to be added to clause 44:</p> <p>Service Recipient means the following Defra bodies:</p> <ol style="list-style-type: none"> a) Environment Agency; b) the Rural Payments Agency; c) Natural England; d) the Animal and Plant Health Agency; and e) the Marine Management Organisation, <p>each being a "Service Recipient";</p> <p>New clause 20A shall be added:</p> <p>20A.1. Performance Monitoring</p> <p>20A. 1.1 At the end of each fortnightly period during the Term, or such alternative period as may be agreed between the Parties, the Supplier shall provide the Buyer with a report which summarises the performance of the Supplier against each of the aspects more particularly described in Clause</p>
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	<p>20A1.2 below (the "Performance Monitoring Report").</p> <p>20A.1.2 The Performance Monitoring Report shall be reviewed at the Performance Review Meeting and the content and format may be reviewed as agreed between the Parties.</p> <p>20A.1.3 Rectification Plan Process</p> <p>The rectification for any Project or Service related issues will be captured in a rectification plan and translated into detailed stories/prioritised as the the Buyer's Product Owner sees fit. All other issues will be raised at the weekly review meetings and actioned in accordance with the outputs from such meetings.</p> <p>20A.2 Review Meetings</p> <p>The Parties shall attend meetings on a fortnightly basis (unless otherwise agreed) to review the Performance Monitoring Reports ("Performance Review Meeting"). The Performance Review Meetings shall (unless otherwise agreed):</p> <ul style="list-style-type: none"> (a) take place within 5 Working Days of the Performance Monitoring Report being issued by the Supplier; (b) take place at such location and time (within normal business hours) as the Buyer shall reasonably require (unless otherwise agreed in advance); and (c) be attended by an authorised Supplier representative and an authorised Buyer representative.
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	<p>20B- Knowledge Transfer</p> <p>For the purposes of this clause 20B, the term "Additional Supplier" shall have the same meaning ascribed to it as in paragraph 1.1 of Schedule 12 (Collaboration).</p> <p>20B.1 The Supplier shall, for the duration of the Contract, provide for the transfer to the Buyer and/or any Additional Suppliers of necessary knowledge reasonably required for the provision of the Services or services equivalent to them (whether by the Buyer or any Additional Suppliers).</p> <p>20B.2 To facilitate the transfer of knowledge from the Supplier to the Buyer and/or any Additional Suppliers, the Supplier shall provide a detailed explanation of the procedures and operations used to provide the Services, the change management process and other standards and procedures to the operations personnel of the Buyer and/or any Additional Suppliers.</p> <p>20B.3 The information which the Supplier shall provide to the Buyer and/or an Additional Suppliers pursuant to clause 20B.1 and 20B.2 shall include (where applicable):</p> <ul style="list-style-type: none"> (a) copies of up-to-date procedures and operations manuals; (b) product information; (c) agreements with third party suppliers of goods and services; (d) key support contact details for third party supplier personnel; (e) information regarding any unresolved Failures (as set out in a Rectification Plan defined in clause 20A.1);
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	<p>(f) details of physical and logical security processes and tools which will be available to the Buyer and/or any Additional Suppliers; and</p> <p>(g) any relevant interface information.</p> <p>20B.4 On termination or expiry of the Contract, the Supplier shall:</p> <p>20B.4.1 in addition to the obligations set out in clauses 20B.1, 20B.2 and 20B.3 above, grant any agent or personnel (including employees, consultants and suppliers) of the Buyer and/or any replacement Supplier access, during business hours and upon reasonable prior written notice, to any of the Supplier's premises for the purposes of effecting a prompt knowledge transfer;</p> <p>20B.4.2 provide to the Buyer agreements with third party suppliers of goods and services which are to be transferred to the Buyer and/or any replacement Supplier; and</p> <p>20B.4.3 provide key support contact details for third party supplier personnel under contracts which are to be assigned or novated to the Buyer and/or any replacement Supplier;</p> <p>provided that any such agent or personnel (including employees, consultants and suppliers) having access to any of the Supplier's premises pursuant to this clause 20B.4 shall:</p> <p>(a) sign a confidentiality undertaking in favour of the Supplier (in such a form as the Supplier shall reasonably require; and</p> <p>(b) during each period of access comply with the security, systems and facilities operating procedures as required at the Supplier's premises and that the Buyer deems reasonable.</p>
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	<p>20B.4.4 The Buyer and/or the replacement Supplier shall pay the reasonable, proven and proper costs of the Supplier incurred in facilitating such access.</p> <p>20B.4.5 The costs incurred by the Supplier in complying with this clause 20B shall be based on the T&M Day Rates specified in Schedule 3 and shall be paid to the Supplier by the Buyer and/or the replacement Supplier.</p> <p>New clause 34.2A shall be added:</p> <p>34.2A The Supplier's total liability arising from or in connection with any breach of its obligations under this Agreement relating to data protection (including without limitation for any regulatory fines imposed on the Buyer arising from a breach by the [REDACTED])</p> <p>The following new definition to be added to clause 44:</p> <p>'Supervisory Authority' means any competent data protection or privacy authority from time to time in any jurisdiction in which the Authority is established, the Supplier provides the Services and/or in which the Supplier processes Personal Data;</p>
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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), the Call-Off Contract terms and conditions (Part B), and the Schedules (Part C), and by signing below agree to be bound by this Call-Off Contract.
1.3	In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the "call-off effective date").
1.4	The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part B. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043.6 (the “Framework Agreement”).
- (B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.
- (C) The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:		

Part B – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 Unless the Call-Off Contract period has been either increased in accordance with Clause 1.4 or decreased in accordance with Clause 1.5 then the term of the Call-Off Contract will end when the first of these occurs:

- the Call-Off Contract period End Date listed in the Order Form is reached; or
- the final Deliverable, specified in the final SOW, is completed.

1.4 The Buyer can extend the term of the Call-Off Contract by amending the Call-Off Contract End Date where:

- an Extension Period was specified in the Order Form; and
- written notice was given to the Supplier before the expiry of the notice period set out in the Order Form. The notice must state that the Call-Off Contract term will be extended, and must specify the number of whole days of the extension.

After this, the term of the Call-Off Contract will end on the last day of the Extension Period listed in the notice (the “Extension Period End Date”).

1.5 If the Call-Off Contract is terminated early, either during the initial Call-Off Contract period, or during any Extension Period, the term of the Call-Off Contract will end on the termination date.

1.6 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

2. Supplier Staff

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer;
- apply all due skill, care and diligence to the provisions of the Services;

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<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

- be appropriately experienced, qualified and trained to supply the Services;
 - respond to any enquiries about the Services as soon as reasonably possible;
- and
- complete any necessary vetting procedures specified by the Buyer.

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate the Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request (and subject to any obligations under the Data Protection Legislation), provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

3. Swap-out

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer. For this approval, the Buyer will consider:

- the provisions of Clause 2.1; and
- their Statement of Requirements and the Supplier's response.

4. Staff vetting procedures

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during the Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures requested by the Buyer.

5. Due diligence

5.1 Both Parties acknowledge that information will be needed to provide the Services throughout the term of the Call-Off Contract and not just during the Further Competition process. Both Parties agree to share such information freely.

5.2 Further to Clause 5.1, both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of the Call-Off Contract

5.2.3 have raised all due diligence questions before signing the Call-Off Contract

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.

7. Business continuity and disaster recovery

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

8. Payment terms and VAT

8.1 The Buyer will pay the Supplier within 30 days of receipt of an Electronic Invoice subject to the provisions of Clauses 8.5 and 8.6 or a valid invoice submitted in accordance with the Call-Off Contract.

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<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

8.2 The Supplier will ensure that each invoice or Electronic Invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All invoices and Electronic Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under the Call-Off Contract are inclusive of VAT.

8.5 The Buyer shall accept and process for payment an Electronic Invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

8.6 For the purposes of Clause 8.5 an Electronic Invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

9. Recovery of sums due and right of set-off

9.1 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during the 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 claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of [REDACTED]

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of [REDACTED] for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to the Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

10.3.1 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing insurance policies procured under the Framework Agreement.

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with Clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other satisfactory evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or the Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in the Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and

- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

11.1 Except where disclosure is clearly permitted by the Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure
- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this Clause or the Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this Clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during the Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

12. Conflict of Interest

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this Clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
- has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
- is providing, or has provided, Services to the Buyer for the discovery phase; or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under the Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

13. Intellectual Property Rights

13.1 Unless otherwise specified in the Call-Off Contract:

- the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.
- the Buyer may publish any Deliverable that is software as open source.

- the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to prevent its publication and failure to seek prior approval gives the Buyer the right to use all Deliverables.
- the Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Project-Specific IPRs together with and including any documentation, source code and object code comprising the Project-Specific IPRs and all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Project-Specific IPRs.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
 - the Buyer Background IPRs;
 - the Project-Specific IPRs;
 - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, rights to IPRs that are inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party.

13.3 Except where necessary for the performance of the Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under the Call-Off Contract, without approval from the Buyer.

13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:

- to receive the Services;
- to make use of the Services provided by the replacement Supplier; and
- to use any Deliverables

and where the Supplier is unable to provide such a licence it must meet the requirement by creating new Project-Specific IPR at no additional cost to the Buyer.

13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of the Call-Off Contract for the sole purpose of enabling the Supplier to provide the Services.

13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:

- may include the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and
- is granted solely to the extent necessary for the provision of the Services in accordance with the Call-Off Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose.

13.8 The Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.

13.9 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs.

13.10 Where the Supplier is granted permission to use third-party IPRs in a request for approval, the Supplier will ensure that the owner of such third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval.

13.11 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, the Supplier shall notify the Buyer in writing giving details of what licence terms can be obtained and other alternatives and no third-party IPRs may be used without Buyer approval in writing.

13.12 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with the Call-Off Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').

13.13 Clause 13.12 will not apply if the IPR Claim arises from:

- designs supplied by the Buyer;
- the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of the Call-Off Contract; or
- other material provided by the Buyer necessary for the provision of the Services.

13.14 The indemnity given in Clause 13.12 will be uncapped.

13.15 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The Supplier will at its own expense conduct all

negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:

- consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- takes due and proper account of the interests of the Buyer;
- considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed).

13.16 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with the Call-Off Contract, the Supplier will, at the Supplier's own expense and subject to the prompt approval of the Buyer, use its best endeavours to:

- modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer;
- buy a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer; and
- promptly perform any responsibilities and obligations to do with the Call-Off Contract.

13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.

13.18 If the Supplier does not comply with provisions of this Clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.15 or receipt of the notification by the Buyer from the Supplier under clause 13.17 (as appropriate), the Buyer may terminate the Call-Off Contract for Material Breach and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.

13.19 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.

13.20 The Supplier will, as an enduring obligation throughout the term of the Call-Off Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with the CCS or Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between CCS or the Buyer, and the Supplier).

13.21 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.

13.22 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, and clause 20.3, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier.
- by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer.

13.23 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer, and shall be based on open standards where applicable. The Supplier warrants that the Deliverables:

- are suitable for release as open source;
- have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
- do not contain any material which would bring the Buyer into disrepute;
- can be published as open source without breaching the rights of any third party; and
- do not contain any Malicious Software.

13.24 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer unless the Buyer agrees in advance in writing that the converted format is not required.

13.25 Where the Buyer has authorised a Supplier request not to make an aspect of the Deliverable open source, the Supplier shall as soon as reasonably practicable provide written details of what will not be made open source and what impact that exclusion will have on the ability of the Buyer to use the Deliverable and Project Specific IPRs going forward as open source.

13.26 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to this clause to:

- a Central Government Body; or
- to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in this clause.

14. Data Protection and Disclosure

14.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 9 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

14.2 The Supplier will provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.

14.3 The Supplier must have in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

14.4 The Supplier will ensure that the Supplier Personnel only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they:

- i) are aware of and comply with the Supplier's obligations under this Clause;
- ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor
- iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
- iv) are given training in the use, protection and handling of Personal Data

14.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are met:

- i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;
- ii) the Data Subject has enforceable rights and effective legal remedies;

- iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and
- iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data

14.6 The Supplier will delete or return the Buyer's Personal Data (including copies) if requested in writing by the Buyer at the termination or expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.

14.7 The Supplier will notify the Buyer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Buyer.

14.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- i) the Buyer determines that the processing is not occasional;
- ii) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- ii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions of any Subprocessor.

14.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15. Buyer Data

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

15.2 The Supplier will not store or use Buyer Data except where necessary to fulfil its obligations.

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of the Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred, the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data that the Supplier has held, used, or accessed 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 comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide, at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Legislation. The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Legislation. This is an absolute obligation and is not qualified by any other provision of the Call-Off Contract.

15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

16. Document and source code management repository

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of the Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

17. Records and audit access

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under the Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

18. Freedom of Information (FOI) requests

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.

19. Standards and quality

19.1 The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

20. Security

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

20.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

20.6 The Buyer will specify any security requirements for this project in the Order Form.

21. Incorporation of terms

21.1 Upon the execution of a Statement of Work (SOW), the terms and conditions agreed in the SOW will be incorporated into the Call-Off Contract that the terms of the SOW are agreed under.

22. Managing disputes

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this prevents a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working

Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.

- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be recorded in writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to the Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- is otherwise of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties

- the process will be conducted in private and will be confidential;
- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under the Call-Off Contract, the obligations of the Parties under the Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of the Call-Off Contract at all times.

23. Termination

23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form, subject to clause 23.2 and 23.3 below. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent [REDACTED] of the total duration of the current SOW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SOW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this Clause is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this Clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this Clause without cause.
- Subject to clause 34 (Liability), if the Buyer terminates the Call-Off Contract without cause, they 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 such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate the Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or

- the Supplier commits any fraud.

23.6 Either Party may terminate the Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of the Call-Off Contract (other than failure to pay any amounts due under the Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;
- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, the Buyer is entitled to terminate the Call-Off Contract.

24. Consequences of termination

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with Clause 29.

24.2 The rights and obligations of the Parties in respect of the Call-Off Contract (including any executed SOWs) will automatically terminate upon the expiry or termination of the relevant Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
 - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under the Call-Off Contract;
 - any materials created by the Supplier under the Call-Off Contract where the IPRs are owned by the Buyer;
 - any items that have been on-charged to the Buyer, such as consumables; and
 - all equipment provided to the Supplier. This equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when the Call-Off Contract was terminated (as specified in Clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination (whichever is the earlier), and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;

- vacate the Buyer premises;
- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where the Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where the Call-Off Contract states otherwise.

24.6 Termination or expiry of the Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8 - Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 - Intellectual Property Rights
 - 24 - Consequences of Termination
 - 28 - Staff Transfer
 - 34 - Liability
 - 35 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or the Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of the Call-Off Contract.

25. Supplier's status

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

26. Notices

26.1 Any notices sent must be in writing. For the purpose of this Clause, an email is accepted as being in writing.

26.2 The following table sets out the method by which notices may be served under the Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

27. Exit plan

27.1 The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

28. Staff Transfer

28.1 The Parties agree that nothing in the Call-Off Contract or the provision of the Services is expected to give rise to a transfer of employment to which the Employment Regulations apply.

28.2 The Supplier will fully indemnify the Buyer against all Supplier Staff Liabilities which arise as a result of any claims brought against the Buyer due to any act or omission of the Supplier or any Supplier Staff.

28.3 The indemnity given in Clause 28.2 will be uncapped.

29. Help at retendering and handover to replacement supplier

29.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (Clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval

documents. The Supplier will also answer Service and development-related clarification questions.

29.2 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

30. Changes to services

30.1 It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

30.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

31. Contract changes

31.1 All changes to the Call-Off Contract which cannot be accommodated informally as described in Clause 30 will require a Contract Change Note.

31.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part C - The Schedules ('the **Contract Change Notice**') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Notice. Neither Party will unreasonably withhold nor delay consent to the other Party's proposed changes to the Call-Off Contract.

31.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

32. Force Majeure

32.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from

performing its obligations under the Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate the Call-Off Contract with immediate effect by notice in writing.

33. Entire agreement

33.1 The Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

33.2 Each of the Parties agrees that in entering into the Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Call-Off Contract.

33.3 Nothing in this Clause or Clause 34 will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

34. Liability

34.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement will be limited to the greater of the sum of [REDACTED] or a sum equal to [REDACTED] of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability.

- Losses covered by this clause 34.3 that occur in the first 6 months of a Call-Off Contract, will be limited to the greater of the sum of [REDACTED] or a sum equal to [REDACTED] of the estimated Call-Off Contract Charges for the first 6 months of the Call-Off Contract.

34.4 Subject to clause 34.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or

- any indirect, special or consequential loss or damage.

34.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

34.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

34.7 Unless otherwise expressly provided, the obligations of the Buyer under the Call-Off Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract on the part of the Buyer to the Supplier.

34.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this Clause have been reached.

34.9 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Call-Off Contract, including any indemnities.

35. Waiver and cumulative remedies

35.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

35.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

36. Fraud

36.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

36.2 If the Supplier commits any fraud relating to a Framework Agreement, the Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 36.3 below or by any other remedy available in law.

36.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this Clause.

37. Prevention of bribery and corruption

37.1 The Supplier will not commit any Prohibited Act.

37.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this Clause

38. Legislative change

38.1 The Supplier will neither be relieved of its obligations under the Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

39. Publicity, branding, media and official enquiries

39.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate the Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

40. Non Discrimination

40.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

41. Premises

41.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

41.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.

41.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.

41.4 This Clause does not create any tenancy or exclusive right of occupation.

41.5 While on the Buyer's premises, the Supplier will:

- ensure the security of the premises;
- comply with Buyer requirements for the conduct of personnel;
- comply with any health and safety measures implemented by the Buyer;
- comply with any instructions from the Buyer on any necessary associated safety measures; and
- notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.

41.6 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.

41.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

42. Equipment

42.1 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.

42.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

43. Law and jurisdiction

43.1 The Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

44. Defined Terms

'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	Any and all IPR that are owned by or licensed to either Party and which are or have been developed

	independently of the Call-Off Contract (whether prior to the start date or otherwise)
'Buyer'	A UK public sector body, or Contracting Authority, as described in the OJEU Contract Notice, that can execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	<p>All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</p>
'Buyer Data'	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Call-Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier</p> <p>This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), Contract Change Notice (CCN) and terms and conditions as set out in the Call-Off Contract Order Form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive

'Comparable Supply'	The supply of services to another customer of the Supplier that are the same or similar to any of the Services
'Confidential Information'	<p>Buyer's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> • any information that relates to the 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 • any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Authority'	The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Controller'	Takes the meaning given in the Data Protection Legislation.
'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 government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Data Loss Event'	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
'Data Protection Impact Assessment'	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Protection Legislation'	All applicable Law about the processing of personal data and privacy (including the GDPR, LED and DPA 2018) and including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
'Data Protection Officer'	Takes the meaning given in the Data Protection Legislation.

'Data Subject'	Takes the meaning given in the Data Protection Legislation.
'Default'	<ul style="list-style-type: none"> any breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Call-Off Contract 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'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work
'Digital Marketplace'	The government marketplace where Services will be bought (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) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time
'Electronic Invoice'	An invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing
'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 the Call-Off Contract
'Extension Period'	The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent [REDACTED] of the initial Call-Off Contract period.

'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
'Force Majeure'	<p>Force Majeure means anything affecting either Party's performance of their obligations arising from any of the following:</p> <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings 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, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a Subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned
'Framework Agreement'	The Framework Agreement between CCS and the Supplier for the provision of the Services dated 01/10/2019
'Fraud'	The making of a false representation or failing to disclose relevant information, or the abuse of position, in order to make a financial gain or misappropriate assets
'Further Competition'	The Further Competition procedure as described in Section 3 (how Services will be bought) of the Framework Agreement.
'GDPR'	The General Data Protection Regulation (Regulation (EU) 2016/679).
'Good Industry Practice'	Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under

	similar circumstances. The person or body must adhere to the technology code of practice (https://www.gov.uk/service-manual/technology/code-of-practice.html) and the government service design manual (https://www.gov.uk/service-manual)
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
'Insolvency Event'	may be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) 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; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Key Staff'	Means the Supplier Staff named in the SOW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or

	directives or requirements of any Regulatory Body
'LED'	Law Enforcement Direction (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'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% 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 termination of any Call-Off Contract
'Management Information'	The Management Information (MI) specified in section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> • there are omissions or errors in the Supplier's submission • the Supplier uses the wrong template • the Supplier's report is late • the Supplier fails to submit a report
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> • Subcontracting • Non-Discrimination • Conflicts of Interest and Ethical Walls • Warranties and Representations • Provision of Management Information • Management Charge • Prevention of Bribery and Corruption • Safeguarding against Fraud • Data • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit • Assurance
'Material Breach'	A single serious breach of or persistent failure to

(Call-Off Contract)	perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union
'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Authorities'	All Contracting Authorities, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement; CCS or the Supplier • for the purposes of the Call-Off Contract; the Supplier or the Buyer, and 'Parties' will be interpreted accordingly
'Personal Data'	Takes the meaning given in the Data Protection Legislation.
'Personal Data Breach'	Takes the meaning given in the Data Protection Legislation.
'Processing'	This has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
'Processor'	Takes the meaning given in the Data Protection Legislation.
'Prohibited Act'	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
'Project-Specific IPRs'	<ul style="list-style-type: none"> • Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or

	<ul style="list-style-type: none"> Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; but not including the Supplier Background IPRs
'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'Protective Measures'	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/uksi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made), as amended from time to time
'Regulatory 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 the Framework Agreement or the Call-Off Contract
'Release'	The Deliverable for a particular Statement of Work. Its delivery by the Supplier and its acceptance by the Buyer completes the Statement of Work.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FOIA or the Environmental Information Regulations
'Self Audit Certificate'	The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under this Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS or the Buyer and which would not affect a Comparable Supply

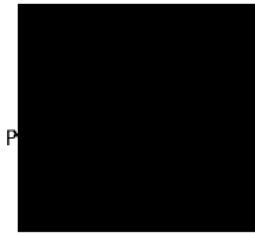
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract
'Subprocessor'	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of this Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract
'VAT'	Value added tax in accordance with the provisions of the Value Added Tax Act 1994

Part C - The Schedules

Schedule 1 - Requirements

<https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/13666>

Schedule 2 - Supplier's response



Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch 3.1 SOW Details

Date of SOW:	
SOW Reference:	
Buyer:	DEFRA
Supplier:	Kainos Software Limited
Release Type(s):	Development
Phase(s) of Development:	
Release Completion Date:	
Duration of SOW	
Charging Method(s) for this Release:	Time and Materials
Notice period for termination for convenience for this SOW:	15 consecutive calendar days
The total estimated cost of this SOW#1 using the T&M Day Rates set out below is:	A summary of the above estimated costs are included at Schedule 1 to this SOW

- 1.1.1 The Parties will execute a SOW for each release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own

right (in addition to the releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

- 1.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Contract unless otherwise agreed by the Parties.

Sch 1.2 Key Staff

- 1.2.1 The following Kainos team members are identified as the key staff. Any plan to replace any of these people requires notice of minimum 15 consecutive calendar days from the supplier and replacement to be agreed with the buyer in advance.
- 1.2.2 The Supplier personnel providing the services: (i) may be substituted by the Supplier with staff of equivalent skills and expertise providing reasonable notice of minimum 15 calendar days to the Buyer where practicable; and (ii) remain under the management and control of the Supplier at all times. Any replacement provided for the key staff named above should be agreed in advance with the Buyer.

Sch 1.3 Deliverables

- 1.3.1 Subject to 3.3.2 below and in accordance with the indicative resource profile provided as at signature of the relevant SOW, the Supplier will provide days of professional services work in respect of the delivery of the SoW requirements (set out in Sch 3.3, paragraph 3.3.4 below) and is responsible for the delivery of such requirements in accordance with the time and materials charging provisions set out in Schedule 3.4 of the Contract, SOW, paragraph 3.4.2.
- 1.3.2 The Parties recognise that the requirements may be varied or subject to further elaboration as part of the agile process and as outlined in paragraph 3.4.7 of Schedule 3.4, the indicative resource profile may flex where necessary to accommodate changes to the Buyer's SoW requirements.
- 1.3.3 The supplier will work in collaboration with the Buyer and other parties third parties associated with this programme.

The Services are provided in acknowledgement and agreement by the Buyer of the Assumptions, Dependencies and Risks set out below and subject to the Buyer complying with the Buyer responsibilities expressly set out in this SoW.

1.3.4 SoW Requirements

[To be completed for each individual SOW]

Reporting

The table below outlines the Deliverables that the Supplier will provide to the Buyer and the anticipated reporting cycles to *[insert relevant date for SOW]* []:

Assumptions

- The charging basis is T&M. As per the nature of any agile project, it is assumed that there will be flexibility in the scope, with continuous review of the backlog and prioritisation, within the confines of/aligned to the budget as per the original proposal.
- Changes in scope will be subject to change control in accordance with clause 31 or agreed pursuant to the agile process described in schedule 10 and will be managed through the product backlog.
- The Supplier retains the right of substitution within the team to ensure the right outcome is delivered for the Buyer.
- The working location will be agreed on a SOW basis.
- The Buyer will make available a suitable and sustainable working environment and ensure suitable provision of seating, desks and internet connectivity are available for Supplier staff.

Dependencies

- The Buyer and associated agencies will provide information reasonably requested in a timely manner.
- The Buyer will provide such access to users of the service and their staff to address clarifications as the Supplier may reasonably request.
- The Buyer will (and will procure that its associated agencies will) provide a dedicated full time product owner for each of the sub-workstreams (Imports / Chemicals).
- The Buyer will ensure that any Buyer staff (interim and permanent) working with the Supplier teams are located alongside the Kainos teams (whenever possible) in a similar daily working pattern.

Sch 1.4 Contract Charges

1.4.1 For each individual Statement of Work (SOW), the applicable Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier Staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT
- the number of days, or pro rata for every part of a day, that Supplier Staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW. The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

1.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail to enable the Buyer to verify the accuracy of the time and material Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role / facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Contract value
- Remainder of value under overall Contract Charge

Where:

- Remainder of value under overall Contract Charge = overall Contract value - sum of total value of all SOWs invoiced
- Whether there is any risk of exceeding Overall Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

1.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges. [Insert full details of any assumptions, representations, risks and contingencies which the Parties are relying on in relation to the Charges].

1.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges.

1.4.5 Any changes to the Supplier Staff should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

1.4.5 Multiple SOWs can operate concurrently.

1.4.6 The Supplier will keep accurate records of the time spent by the Supplier Staff in providing the services and will provide records to the Buyer for inspection on request.

1.4.7 If the Buyer chooses to cancel resources from this SOW, then a notice period of 14 consecutive calendar days shall apply. Once the 14 consecutive calendar days' notice period has expired there will be no further charges applicable for these resources to the Buyer

1.4.8 The estimated cost of this SOW# using the T&M Day Rates set out below is [x] (excluding VAT).

	Strategy & architecture	Change and transformation	Development and implementation	Delivery and operation	Skills and quality	Relationships and engagement
1. Follow	■	■	■	■	■	■

2. Assist	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■
■	■	■	■	■	■	■

1.4.9 The SOW progress will be reported weekly as outlined in Clause 3.4.7, 20A (Performance Monitoring) and in line with the Agile Process as outlined in 6B and Schedule 10, Part 5.

Sch 1.5 Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period can be added to the term of the Contract. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Contract period.

Sch 1.6 SOW References

Agreement of statement of works

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the Supplier:

Name and title

Signature and date

 X

For and on behalf of the departmental Buyer:

Name and title

Signature and date

 X

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier.

If you exceed the overall Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

Buyer Full Name ("the Buyer")

and

Supplier Full Name ("the Supplier")

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert full details of the change including:

Reason for the change;

Full Details of the proposed change;

Likely impact, if any, of the change on other aspects of the Call-Off Contract;

2. Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.
3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.

Signed by an authorised signatory for and on behalf of the Buyer

Signature:	<u> X </u>
Date:	Click here to enter a date.
Name:	Click here to enter text.
Address:	Click here to enter text.

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:	<u> X </u>
Date:	Click here to enter a date.

Name:

Click here to enter text.

Address:

Click here to enter text.

Schedule 5 - Balanced Scorecard

The Parties may agree to the Balanced Scorecard & KPIs for this Contract (see Balanced Scorecard Model below):



Copy of
Sample_Supplier Sco

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

- The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
- On an pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
- Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator
- Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to: cloud_digital@crownccommercial.gov.uk.

Schedule 6 - Optional Buyer terms and conditions N/A

Schedule 7 - How Services are bought (Further Competition process) N/A

Schedule 8 - Deed of guarantee N/A

Schedule 9 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

The Supplier is processing Personal Data under this Agreement in order to develop and support key services for the Buyer including but not limited to:

- Trade Services (in line with Evolving government Europe Trade Policy);
- Imports (IPAFFS);
- Exports (EHCO);
- Data and Reporting Services;
- Common Platforms;
- Centralised WebOps;
- Chemicals (REACH IT); and
- Any other future services that the Buyer may request, e.g. Future Farming and Countryside.

Duration of the processing:

The duration of the Agreement (and any agreed extensions to it).

Nature and purposes of the processing:

On the instructions of the Buyer, acting as Data Controller, for the purpose of the Supplier's delivery of services in developing, maintaining, troubleshooting or supporting the Buyer's key services, as set out in this Agreement and/or applicable SOWs, the Supplier may perform the following processing activities: collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data.

The Buyer reserves the right to amend the written instructions at any time during the term of the relevant SOW by written notice to the Supplier if necessary to comply with any legal requirement or guidance from a Supervisory Authority, or if required to take account of any changes to the Processing of Personal Data pursuant to this Call Off Contract.

Type of Personal Data:

Contact Details (e.g. contact details, name, email address, job titles, telephone number);
Online Identifiers (e.g. IP addresses, cookies, email information, location data).

Categories of Data Subject:

Data Controller (Buyer) staff, industry users (e.g. users from the Chemicals, Exports, Imports industries), Port Health Authority Users (e.g. Inspectors, Official Veterinary), members of the public and/or users of the Buyer's services that the Supplier is providing support or implementation for under this Agreement and/or applicable SOWs.

Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:

It is not envisaged that the Supplier will retain any of the Buyer's Personal Data on Supplier equipment and/or systems, otherwise the Supplier will comply with the general requirement in this Agreement to return or destroy all Personal Data when:

- Supplier receives the Buyer's written instructions to do so; or
- 90 days after the date of expiry or termination of this Agreement.

Schedule 10 – Alternative Clauses – NOT APPLICABLE

Part 1: Alternative Jurisdictions

[These alternative clauses can be substituted into the appropriate places in the Call-Off Contract in order to effect changes in jurisdiction from England & Wales to either Scotland or Northern Ireland as appropriate. If used, their use should be indicated in the Section A Order Form under “Additional Buyer terms”]

Change Clause 43.1

43.1 The Call-Off Contract will be governed by the Laws of [Scotland/Northern Ireland]. Each Party agrees to submit to the exclusive jurisdiction of the courts of [Scotland/Northern Ireland] and for all disputes to be conducted within [Scotland/Northern Ireland].

Change Defined Terms

[Replace the following relevant defined term]

'Working Day'	Any day other than a Saturday, Sunday or public holiday in [Scotland/Northern Ireland], from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract
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Change Schedule 8 - Deed of guarantee

[Replace paragraph 1]

(1) [Insert the name of the guarantor] a company incorporated under the Laws of [Scotland/Northern Ireland], registered in [Scotland/Northern Ireland] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ('**guarantor**'); in favour of

[Replace initial paragraphs of “Demands and notices”]

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

[Address of the Guarantor in Scotland/Northern Ireland]

[Email address of the Guarantor representative]

For the Attention of [insert details]

or such other address in [Scotland/Northern Ireland] as the Guarantor has from notified to the Buyer in writing as being an address for the receipt of such demands or notices.

[Continuing: "Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served:"]

[Replace section on Governing Law]

GOVERNING LAW

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with [Scottish/Northern Irish] Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of [Scotland/Northern Ireland] will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of [Scotland/Northern Ireland] being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers [the Supplier] either at its registered office or on fax number [insert fax no.] from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in [Scotland/Northern Ireland] for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the Service of notices and demands, Service of process or any other legal summons served in such way.]

Part 2: Alternative data protection relationships

[These template Call-Off terms assume the Buyer is the Data Controller, and the Supplier is the Data Processor. If your agreement contains more complex relationships, you will need to amend this agreement. Material here has been drawn from PPN 02/18 but you should ensure you follow up to date guidance, and seek legal advice where appropriate.]

[The wide range and complexity of possible relationships precludes a detailed set of alternative terms.]

[You will need to amend 14.1 (text given below for reference) which sets out the standard Buyer Controller Relationships to reflect the actual roles for your Call-Off. You may also need to amend other parts of clause 14.]

14.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 9 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

[You may also wish to add a Schedule 11, based on the PPN 02/18 Schedule Y, to set out the responsibilities of each Party and the particulars of the relationship. Add Schedule 11 to the table of contents.]

Schedule 11: Joint Controller Agreement

[In this schedule you must outline each Party's responsibilities for:

- providing information to data subjects under Article 13 and 14 of the GDPR.
- responding to data subject requests under Articles 15-22 of the GDPR
- notifying the Information Commissioner (and data subjects) where necessary about data breaches
- maintaining records of processing under Article 30 of the GDPR
- carrying out any required Data Protection Impact Assessment
- The agreement must include a statement as to who is the point of contact for data subjects.

The essence of this relationship shall be published.

You may also wish to include an additional clause apportioning liability between the Parties arising out of data protection; of data that is jointly controlled.]

Schedule 12 - Collaboration

1 Definitions and Interpretation

1.1 In this Schedule 12, the following capitalised expressions shall have the meanings set out below:

"Additional Supplier(s)"	means any other supplier appointed by the Buyer to provide services which form part of the eEurope Trade and Delivery Programme;
"Europe Trade and Delivery Board"	means the body described in paragraphs 4.2 and 4.3 of this schedule 12;
"Europe Trade and Delivery Programme"	means the programme established;for the purpose of managing and co-ordinating the Buyer's interests in the Future Trade Agreement with the EU and other countries.
"Required Behaviours"	shall have the meaning set out in paragraph 2 of this schedule 12;

1.2 Schedule 12, represents a 'charter of best practice' and constitutes a set of operational procedures and principles which the Supplier commits to

adhere to, where reasonably and commercially practicable, when providing Services to the Buyer.

2 Required Behaviours

2.1 The Supplier will undertake its obligations under this Schedule and the Contract in accordance with the following behaviours set out in this Paragraph 2 (the “**Required Behaviours**”).

2.2 The Supplier will work collaboratively with the Buyer and any Additional Suppliers with a view to facilitating successful project outcomes.

2.3 The Supplier will co-operate with the Buyer and any Additional Suppliers to:

- (a) facilitate the orderly and seamless provision of the Services;
- (b) avoid hindering the provision of services by any Additional Suppliers;
- (c) facilitate (to the extent possible within the scope of the Supplier's work) the successful delivery of services by any Additional Suppliers;
- (d) avoid unnecessary duplication of effort;
- (e) avoid undue disturbance to the Buyer and any Additional Suppliers;
- (f) ensure efficient and effective delivery of their obligations under the Contract;
- (g) assist in facilitating the Buyer’s aim of achieving value for money solutions for the Buyer.

2.4 The Supplier will:

- (a) subject to 2.4(c) adopt a 'fix first, find fault later' approach which means that it will prioritise achieving solutions to problems or issues over seeking to blame any Additional Suppliers; and
- (b) subject to 2.4(c) support and contribute to investigations by any Additional Suppliers and the Buyer to resolve incidents and problem investigations; and
- (c) not:
 - (i) assume responsibility or liability for the faults of Additional Suppliers; or

- (ii) be obligated to undertake actions which may detract from its project delivery or negatively impact its contractual obligations; or
- (iii) be in default of its obligations under this schedule 12 where the Buyer's Product Owner has provided instructions to the Supplier which are contrary to the Supplier's responsibilities under this schedule 12.

2.5 The Supplier and Buyer will be proactive and honest in their dealings with each other and with any Additional Suppliers and each will be open to honest, constructive feedback, which will facilitate a culture of openness that encourages each Party and any Additional Suppliers to raise and discuss concerns, solve problems and deal directly with any issues, including those that are difficult.

2.6 The Supplier will take responsibility for its actions or inactions (in relation to its obligations under this Contract and/or any executed SOWs) and the foreseeable consequences arising from them, whether intended or not. The Supplier will support any Additional Suppliers in the resolution of incidents and problems..

2.7 The Supplier will send appropriately knowledgeable and authorised personnel to all relevant meetings they are to attend under this Schedule or the Contract. These personnel should contribute actively to those meetings on matters within their knowledge and experience.

2.8 The Supplier will demonstrate a preparedness to be flexible and to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Buyer.

3 Non-financial remedies

3.1 Without prejudice to any other rights or remedies that the Buyer may have under the Contract, any persistent instances of the Supplier not

demonstrating the Required Behaviours will be recorded and may result in the following actions being taken:

- (a) the Buyer may require that the Supplier attends an exceptional meeting ("**Supplier Review Meeting**") to be convened by serving not less than five (5) Working Days' notice;
- (b) at the Supplier Review Meeting, the Supplier will be required to detail the actions it will take to prevent further failures to demonstrate the Required Behaviours and, in the event that:
 - (i) the actions proposed by the Supplier fail to remedy the breach of Required Behaviours within thirty (30) days of such Supplier Review Meeting; or
 - (ii) the Buyer reasonably believes that such actions will not or are unlikely to remedy the failure to demonstrate the Required Behaviours or that the timescales for delivering such actions are inappropriate,

the Buyer may request the Supplier produces and implements appropriate rectification plans.

4 Governance

- 4.1** The Supplier acknowledges and agrees that it shall attend and participate in the DDTS Europe and Trade Delivery Portfolio Board described at paragraphs 4.2 and 4.3 of this Schedule 12.
- 4.2** The DDTS Europe and Trade Delivery Portfolio Board shall operate in accordance with its Terms of Reference (as amended from time to time), the most recent version of which is set out at Appendix 1 of this Schedule 12.
- 4.3** The current representation and structure of the DDTS Europe and Trade Delivery Portfolio Board (as amended from time to time) is set out at Appendix 2 of this schedule 12.

5. Costs

- 5.1** Where pursuant to paragraph 2.4 and/or 2.6 of this Schedule, the Supplier is required to perform additional services in the support of the identification of incidents and problems which do not arise from the

Supplier's own performance of, or failure to perform, the Services, such reasonable additional costs incurred, shall be:

- a) agreed with the Buyer's Product owner or nominated deputy in advance as part of the agile process described in Schedule 13;
- b) costed on a time and materials basis at the then current time and materials Day Rates; and
- c) billed under the then current SOW.

Appendix 1 - DDTS Europe and Trade Delivery Programme Board Terms of [REDACTED]



[REDACTED]
- DDTS Europe and T

Appendix 2 - DDTS Europe and Trade Delivery Portfolio Board representation and structure

As set out in Appendix 1

SCHEDULE 13 – AGILE PROCESS

DEFINITIONS:

GDS Service Manual – this refers to the manual and agile ways of working as defined by the Government Digital Service (<https://www.gov.uk/service-manual>)

1. The Parties will agree ways of working based on the day to day operations on the project. It is envisaged that this will be a flexible arrangement and will change throughout the lifetime of the delivery of the Services. All changes will be mutually agreed between the Parties.
2. The agile working process is envisaged to take the form of:

PART 1: General approach to delivering the Services

1. The Services will be delivered based on an Alpha (<https://www.gov.uk/service-manual/agile-delivery/how-the-alpha-phase-works>) and Beta delivery (<https://www.gov.uk/service-manual/agile-delivery/how-the-beta-phase-works>) phase.
2. The delivery will be based on the GDS Service Manual Agile delivery definitions - <https://www.gov.uk/service-manual/agile-delivery>
3. The Services will be mainly delivered using a number of agile delivery methods as defined in the GDS Service Manual (<https://www.gov.uk/service-manual/agile-delivery/agile-methodologies>) and adhere to the core agile principles (<https://www.gov.uk/service-manual/agile-delivery/core-principles-agile>)
 - a. By default Scrum will be used to deliver the services based on Sprints (typical duration will be 2 weeks, but this can alter from sprint to sprint after mutual agreement between the Supplier and the Buyer's delivery teams).
 - b. By agreement certain services will be delivered by Kanban

PART 2: Product Vision

1. The Services may comprise one or multiple Products to be delivered. All activities carried out by the Parties under this Contract will have regard to, and support delivery of, the Product Vision(s).

PART 3: Agile team

1. The Parties will form multi-disciplinary agile delivery teams as defined in the GDS Service Manual (<https://www.gov.uk/service-manual/the-team>)
2. The composition and members of the team will change from Sprint to Sprint based on the service needs and the prioritised backlog of activities and stories to be delivered in that sprint. This will be agreed by the Supplier and the Buyer delivery teams and the Product Owner/Buyer's delivery lead.

3. The number of teams will vary throughout the duration of this Contract and will be agreed by the Supplier and the Buyer delivery lead.
4. The Supplier delivery leads and scrum masters will agree the Definition of Done with the Buyer delivery leads/Product Owner.
5. **Product Owner:**
 - a. On commencement of the Contract, the Buyer will appoint the Product Owner. In the event of any delays in getting this role resourced the Buyer will appoint an individual to act as a proxy Product Owner.
 - b. The role and responsibilities are defined in the GDS Service Manual – (<https://assets.publishing.service.gov.uk/media/588b2662e5274a7a65000020/ProductManagerJobDescription.doc>)

PART 4: Product Backlog

1. The Parties will work collaboratively to product a prioritised Product Backlog.
2. Product Backlog Refinement Meeting
 - c. The Product Owner will hold a Product Backlog Refinement Meeting before the start of each Sprint to review, discuss and update the Product Backlog with the Scrum Master and the Development Team.
 - d. The Supplier will support the Product Owner by providing a Product Lead to aid in backlog refinement and prioritisation across all delivery teams and Services.

PART 5: Sprints

1. If using Scrum Sprint the Services will be carried out in a series of Sprints (typically 2 weeks although this may change throughout the delivery of the Services as described in Part 1 of this Schedule).
2. Throughout the Sprint cycle and at a minimum by the end of each Sprint the Product Owner will review and assess the Acceptance criteria for each story completed during the Sprint.
3. Sprint Meetings will be based on Scrum as outlined in the GDS Service Manual (<https://www.gov.uk/service-manual/agile-delivery/agile-tools-techniques>) to include but not limited to:
 - a. Sprint Planning Meeting;
 - b. Daily Scrum Meeting;
 - c. Sprint Review Meeting;
 - d. Sprint Retrospective Meeting; and
 - e. Product Backlog Refinement Meeting.
4. End of Sprint Report
 - a. At the of each Sprint the Scrum Master shall provide a report detailing the Stories completed, outcome of the relevant Sprint, any issues faced, quality report, velocity chart for the product team/scrum team as appropriate and progress against the release and product.

- b. These reports will be reviewed in the delivery review meetings. The Parties will agree any feedback or improvements which will be incorporated into the agile working process by the Supplier.
- 5. Retrospectives
 - a. The Supplier delivery team will conduct sprint retrospectives at the end of each sprint.
 - b. The Supplier delivery teams will also participate in the release retrospectives conducted by the Buyer delivery teams.
 - c. The Supplier delivery teams will maintain a log for the continuous improvements and incorporate the actions assigned to them.

PART 6: Product Roadmap

- 1. The Supplier will ensure that the high level sprint plan will be detailed in a Product Roadmap for each Product being delivered.
- 2. The Product Roadmap will be produced by the Supplier delivery teams and approved by the Product Owner.