



Crown Commercial Service

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	718300940677552
Call-Off Contract reference:	ECM 5282
Call-Off Contract title:	Universal Jobmatch Service
Call-Off Contract description:	Provision and support of a free to use, national jobs board (henceforth referred to as the Universal Jobmatch Service)
Start date:	01/04/2018
Expiry date:	2 Years following the Start Date
Call-Off Contract value:	£5,795,000
Charging method:	Monthly in Arrears as per the Pricing Template embedded at Call-Off Contract Charges
Purchase order number:	To be provided by the Buyer to the Supplier.

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

Buyers can use this order form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From: the Buyer	Department for Work and Pensions [REDACTED] Buyer's main address: 2 St Peters Square Manchester M2 3AA
To: the Supplier	Adhunter Limited trading as Adzuna [REDACTED] Supplier's address: 1st Floor 40 Vanston Place, Fulham, London, England, SW6 1AX Company number: 07301894

Together: the 'Parties'

Principle contact details

For the Buyer:	Title: Commercial Lead Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
For the Supplier:	Title: Director Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

Additional contact details

For the Buyer:	Title:	Head of Universal Jobmatch
	Name:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]
For the Supplier:	Title:	Head of Finance
	Name:	[REDACTED]
	Email:	[REDACTED]
	Phone:	[REDACTED]

Call-Off Contract Term

Start date:	This Call-Off Contract Starts on the Start Date and is valid for 24 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 1 months written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

Buyer contractual details

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

G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in https://www.digitalmarketplace.service.gov.uk/g-cloud/services/718300940677552 (web page embedded below as of Contract Start Date) and further outlined in this Call Off Contract and associated documentation below.  G-Cloud 9 Service Offering.pdf
Additional services:	Additional services to include; • Train the trainer session and relevant online/remote training packages • Migration of primary Employer accounts • Adherence to Government Digital Service (GDS) Service Standards noted on Gov.UK or as otherwise directed by the Buyer • Supply of relevant job adverts to EURES
Location:	Professional Services will be delivered at; Leeds One, City Office Park , Leeds , LS11 5BD Leeds, Quarry House, Quarry Hill, Leeds LS2 7UA Manchester, 2 St Peters Square M2 3DF Blackpool, Peel Park, FY4 5ES Caxton House, Tothill Street, London SW1H 9NA King's Court, 80 Hanover Way, Sheffield, S3 7UF And any other Buyer site as required.
Quality standards:	The Supplier is required to comply with all relevant Buyer policies, including those that apply to the Buyer security, Data Protection and Buyer Communications. Further details of these can be found at the Buyers' website https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement There may also be additional Quality / Technical Standards that are used locally and which would not materially change the nature of the Services, its specifications or the terms of this Order Form or unduly burden the Supplier or increase its costs, that the Supplier will be expected to familiarise themselves with and conform to, subject to the Buyer communicating them to the Supplier, and the Supplier's review. The quality standards required for this Call-Off Contract are; • Obtain ISO27001 certification as soon as reasonably practicable and maintain throughout the lifetime of the contract. • Data Protection Act / GDPR
Technical standards:	The Supplier is required to comply with all relevant Buyer policies, including those that apply to the Buyer security, Data Protection and Buyer Communications. Further details of these can be found at the Buyers' website;

	https://www.gov.uk/government/organisations/department-for-work-pensions/about/procurement There may also be additional Quality / Technical Standards that are used locally and which would not materially change the nature of the Services, its specifications or the terms of this Order Form or unduly burden the Supplier or increase its costs, that the Supplier will be expected to conform to, subject to the Buyer communicating them to the Supplier, and the Supplier's review. The Services must meet departmental guidance on the secure collection and maintenance of data, as per Buyer Accreditation requirements. The Supplier must demonstrate how the Service has been designed, assured and monitored to deliver in accordance with Buyer published data protection and information security guidance for suppliers and contractors (https://www.gov.uk/government/publications/data-protection-and-security-of-information-supplying-to-dwp) and industry standards and legal compliance, such as: NCSC 14 Cloud Security Principles (https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles), ISO27001, ISO27002, Data Protection Act and GDPR. The Service must have a minimum equivalence of official hosting and appropriate protection on personally sensitive information. The Supplier must take appropriate precautions and responses to DDOS attacks and inappropriate system access attempts. An independent IT Health Check (ITHC) must be performed periodically, as a minimum on an annual basis or following a major software change, to an industry recognised standard, such as CHECK, CREST and Tiger-scheme, and made available to the department on request. The Service would need to successfully pass this assessment (ITHC) before the Service can go live and should be subject to periodic repetition, continuous vulnerability management and evidence of proportionate, proactive remediation. This should include evidence of a documented patching process for server operating system and application libraries. The technical standards required for this Call-Off Contract are; - Required GDS Design Principles https://www.gov.uk/guidance/government-design-principles as agreed between both Parties. - GDS Standard https://www.gov.uk/service-manual/service-standard
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are: Site target availability The service must provide availability for all users & response times that meet/exceed appropriate industry standards 24x7x365. Site Target Availability will be 99.9% as measured between 6:30am to midnight each day throughout the year excluding scheduled downtime maintenance and Service updates (with at least 24 hour prior notice) and excluding for the avoidance of doubt any Service disruption or downtime arising from Force Majeure events, including emergency downtime or disruption due to actual or suspected security breach or Fraud, or the investigation or measures to address such issues or downtime agreed with Buyer, or use of the Buyer's Akamai DDOS/WAF services ; Average UI response times should be no more than 2 seconds; job search queries should return paginated results on average within no more than 3 seconds.

Priority	Description	Target Response Time	Target Update Time	Target Fix Time
P1	Production software unusable / Production cloud servers inaccessible	1 hour, Supplier CEO notified of issue	1 hr	6 hours – Work commences and continues until issue resolved or workaround deployed
P2	Partial software functionality unusable / Partial service unavailable	4 working hours (09:00-18:00)	1 day	5 Working Days, subject to available maintenance slot
P3	Cosmetic or non-critical Issues	1 Working Day	1 Working Day	No target time. Once fixed, next software release / service update
P4	Information Request	2 Working Days	2 Working Days	n/a

Incident response time, update time and fix time target for the purpose of the above are subject to full cooperation and all relevant information being provided by the Buyer to the Supplier on a timely basis. The Supplier shall not be liable for any failure to meet such targets if the delay is due to Force Majeure events, or to any delays or impediment on the part of the Buyer including delay in providing necessary information or cooperation.

SL1 - Service Availability	
Service Level Target	99.9%
Service Level Description	A measure of the percentage Availability of the Voice Service within a Service Measurement Period (SMP).
Service Level Calculation	Availability shall be calculated as a percentage of the total time in a SMP in accordance with the following formula: Service Availability = $(MP - SD) / MP \times 100$ where: MP = Total time in minutes within the Agreed Service Measurement Time, excluding planned downtime, downtime due to Force Majeure, including downtime agreed with Buyer, or emergency downtime due to actual or suspected security breach or Fraud issues or the investigation or measures to address such issues, or use of the Buyer's Akamai DDOS/WAF services, within the relevant Service Measurement Period; and SD = Total Service Downtime for the Universal Jobmatch Service within the Agreed Service Measurement Time within the relevant SMP
Agreed Service Measurement Time	The Availability of the Service shall be measured 6:30am to 00:00 x 365

Increased Impact Service Level	99.00%
Significant Failure Service Level	95.00%

All Service Level Targets exclude downtime or disruption to Services due to Force Majeure, downtime agreed with Buyer, or emergency downtime or disruption to the Services resulting from actual or suspected security breach or Fraud issues or measures to investigate or address such issues, or use of the Buyer's Akamai DDOS/WAF services.

In respect of a failure to achieve the above Service Level, the applicable Service Credits shall be calculated as follows:

- i) if the Achieved Service Level is below the Service Level Target but equal to or above the Increased Impact Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting of 1 x (10% x the At Risk Amount);

- ii) if the Achieved Service Level is below the Increased Impact Service Level but equal to or above the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting of 2 x (10% x the At Risk Amount);

- iii) if the Achieved Service Level is below the Significant Failure Service Level, the amount of the Service Credit shall be calculated using the formula:

Severity Weighting of 3 x (16.67% x the At Risk Amount).

At Risk Amount; means an amount equivalent to fifty per cent (50%) of the total Service Charges for the Service in that SMP.

SMP; means 1 calendar month.

Service Credits shall be due on condition that the failure to meet Service Levels is notified to the Supplier without delay as soon as the Buyer becomes aware of the matter and that the Buyer cooperates with the Supplier and provides all relevant information and assistance to enable the Supplier to resolve any Service Level issues as promptly as possible. For the avoidance of doubt, Service Credits shall not be due for any failure to meet Service Levels which are due to Force Majeure events or from any action taken by the Buyer (including any request to suspend or vary the Service).

KPI 1 - Priority Level 1 Incident Resolution

KPI Description	Priority Level 1 Incidents assigned to the Supplier that are resolved or downgraded within six (6) hours after being Assigned to the Supplier and Triaged.
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	KPI Calculation A / B * 100 where: A = the aggregate number of Priority Level 1 Incidents Assigned to the Supplier for resolution that are resolved or downgraded in the SMP within six (6) hours (whether such Priority Level 1 Incidents were assigned to the Supplier in that SMP or an earlier SMP). B = the aggregate number of Priority Level 1 Incidents resolved or downgraded within the SMP (whether such Priority Level 1 Incidents were Assigned to the Contractor in that SMP or an earlier SMP). For the avoidance of doubt, should the Supplier be investigating alongside the Buyer or a Third Party Service Provider, the Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier or had not been triaged by the Supplier should be excluded from the calculation. Changes to Priority Level: Should an Incident Priority Level be increased (e.g. from Priority Level 2 to Priority Level 1) then: - the time occurring prior to the Priority Level being increased shall be discounted from the calculation set out in this KPI; and - the Supplier shall have the six (6) hour period of time applicable to a Priority Level 1 Incident to achieve Resolution, such period of time commencing from the time at which the Priority Level is increased. Measurement Period The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the Buyer shall: - commence at the time that the Incident is Assigned by the Buyer to the Supplier and triaged by the Supplier; - end at the time that the Supplier informs the Buyer that they have undertaken the necessary activities to allow the Incident to be resolved; - re-commence (where relevant) when an
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		Incident is re-Assigned to the Supplier by the Buyer. The KPI measurement time shall be 07:00 - 21:00 Monday to Friday (excluding Bank Holidays) and 09:00 – 13:00 Saturdays and Bank Holidays.
	Reporting Period	Service Measurement Period
	KPI Measure	90%
	KPI 2 - Priority Level 2 Incident Resolution	
	KPI Description	Priority Level 2 Incidents assigned to the Supplier that are Resolved within 5 Working Days after being Assigned to the Supplier and triaged.
	KPI Calculation	$A / B * 100$ where: A = the aggregate number of Priority Level 2 Incidents Assigned to the Supplier for resolution that are resolved or downgraded in the SMP within 5 Working Days (whether such Priority Level 2 Incidents were assigned to the Supplier in that SMP or an earlier SMP). B = the aggregate number of Priority Level 2 Incidents resolved or downgraded within the SMP (whether such Priority Level 2 Incidents were Assigned to the Contractor in that SMP or an earlier SMP). For the avoidance of doubt, should the Supplier be investigating alongside the Buyer or a Third Party Service Provider, the Supplier will retain the Incident and include time spent in the measurement calculation. Time during which the Incident was not Assigned to the Supplier or had not been triaged by the Supplier should be excluded from the calculation. Changes to Priority Level: Should an Incident Priority Level be increased (e.g. from Priority Level 3 to Priority Level 2) then: - the time occurring prior to the Priority Level being increased shall be discounted from the calculation set out in this KPI; and - the Supplier shall have the 5 working day

		period of time applicable to a Priority Level 1 Incident to achieve Resolution, such period of time commencing from the time at which the Priority Level is increased. Measurement Period The time taken by the Supplier to achieve Resolution of each Incident Assigned to it by the Buyer shall: - commence at the time that the Incident is Assigned by the Buyer to the Supplier and triaged by the Supplier; - end at the time that the Supplier informs the Buyer that they have undertaken the necessary activities to allow the Incident to be resolved; - re-commence (where relevant) when an Incident is re-Assigned to the Supplier by the Buyer. The KPI measurement time shall be 07:00 - 17:00 Monday to Friday (excluding Bank Holidays).
	Reporting Period	Service Measurement Period
	KPI Measure	90%
	KPI 3 - Root Cause Analysis	
	KPI Description	Root Cause Analyses can be requested for P1 and recurring P2 issues. The Root Cause Analyses requested by the Buyer shall be delivered within five (5) Working Days of the Incident being resolved and the Buyer making the request for the Root Cause Analysis. The Root Cause Analysis shall contain as a minimum, the details of the Incident, the steps taken to resolve the issue, proposed action plans, and any necessary remediation required.
	KPI Calculation	$A / B \times 100\%$ where: A = The number of Root Cause Analyses requested by the Buyer delivered within 5 Working Days of the resolution of the Incident being resolved and a request for a Root Cause Analysis being made by the Buyer in the SMP in question, and as

		accepted by the Supplier without comment.
		B = The total number of Root Cause Analyses requested by the Buyer following resolution of the Incident and scheduled for delivery in the SMP in question in accordance with the time limit stated above.
	Reporting Period	Service Measurement Period.
	KPI Measure	90%
KPI 4 - Invoice Delivery and Accuracy		
	KPI Description	A measure of the overall percentage accuracy of the Invoices.
	KPI Calculation	Accuracy of the Invoices for each SMP shall be measured by: Subtracting the total volume of errors identified by the Buyer in the SMP from the total number of invoices raised in the SMP. This shall be expressed as a percentage of the total number of invoices raised in the SMP i.e. % accuracy of Invoice for the SMP = $(A-B) / A \times 100$ where A = the total number of invoices raised in the SMP and B = the total volume of errors identified by the Buyer for the SMP.
	Reporting Period	Service Measurement Period
	KPI Measure	99%
KPI 5 - Performance Monitoring Reports Provided on Time		
	KPI Description	A measure of the timeliness of Performance Monitoring Report delivery within a SMP expressed as a percentage of Performance Monitoring Reports for a SMP provided by the Supplier to the Buyer within the timescales stated in the Performance of the service and Deliverables section.

	KPI Calculation	A / B x 100% where: A = The number of Performance Monitoring Reports delivered within the KPI Target timescales in the SMP in question. B = The total number of Performance Monitoring Reports delivered in the SMP.
	Reporting Period	Service Measurement Period
	KPI Measure	95% of Performance Monitoring Reports provided by the agreed date.
User Support issues ● User Support issues are defined as non-critical issues where a user or group of users have an issue that cannot be resolved by standard Buyer helpdesk support and which requires Supplier technical input. ● User Support issues will be raised by designated Buyer contacts. ● During office hours User Support issues will be triaged by Supplier helpdesk staff and either re-prioritised or assigned to the appropriate Supplier team. ● User Support issues will be prioritised against other work by the appropriate Supplier team(s), in collaboration with the Buyer. ● User support issues that do not require supplier technical input which come directly through the Supplier will be sent to the standard Buyer helpdesk support teams within 2 hours of receiving them from users. ● When a fix or resolution is ready, User Support issues will be fixed with the next maintenance release or immediately if possible where no service downtime or impact will occur. Dedicated incident reports ● Where appropriate and always for P1 incidents, a dedicated incident report will be created within 5 Working Days of the incident being identified. These reports would incorporate a root cause analysis and the following components: ● Background to the incident ● What happened ● What users saw and what the impact was ● How the Supplier responded ● What the Supplier did to prevent the incident happening again ● To be provided within 5 Working Days of the incident occurring Reporting mechanisms ● For all incidents, designated Buyer staff will have full access to the issue management dashboard in an industry-standard customer support tool and so will be able to monitor and review the status of any live incidents. Management Information Monthly report to the DWP UJ team detailing as a minimum; ● Report on performance of SLA's during the reporting period ● Report on performance of KPI's during the reporting period ● Details of any incidents during the reporting period ● Any relevant root causes analyses ● Details of any system changes during the reporting period		

	- Overview summary of system usage e.g. jobseeker visits, registered jobseekers, jobs advertised, registered employers, email alerts, CVs uploaded, job applications through site - Risks and Issues log Further Management Information requested by the Buyer to be agreed for inclusion by both parties. Such agreement not to be unreasonably withheld. The Supplier reserves the right to assess whether additional development time and any associated charges are required for any Buyer requested enhancement.
Onboarding:	The implementation plan for this Call-Off Contract will be agreed following the signature of this Call Off Contract.
Offboarding:	The Offboarding plan for this Call-Off Contract will be agreed following the signature of this Call Off Contract and in line with the Exit clauses noted in Section 21 below.
Collaboration agreement:	N/A
Limit on Parties' liability:	The annual aggregate total liability of either Party for all Property defaults for each 12 month period will not exceed an amount equal to the amount of Charges payable to the Supplier under the Call-Off Contract during that period. The annual aggregate total liability for Buyer Data defaults for each 12 month period will not exceed £5,000,000 during that 12 month period. The annual aggregate total liability of the Supplier in connection with this Call-Off Contract (whether in contract, tort, or any other cause of action including for any Service Credits) for any 12 month period within the Term will not exceed 100% of the Charges payable by the Buyer to the Supplier during that 12 month period .
Insurance:	The insurance(s) required will be: - a minimum insurance period of 6 Years following the expiration or Ending of this Call-Off Contract - professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) - employers' liability insurance with a minimum limit of £10,000,000 or any higher minimum limit required by Law - Public liability insurance with a minimum limit of £5,000,000 per occurrence or series of occurrences from a single cause
Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 3 months.
Audit:	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits; Clauses 7.4, 7.6, 7.7, 7.10 and 7.13 shall apply in their entirety.
Buyer's responsibilities:	The Buyer is responsible for; - Providing access to the locations noted within this agreement as required. - Providing a fit for purpose remote access environment. - Provide required data from the Monster solution - Visual aspects and branding

	- Provide 1 or more Domain names for the provision of the service - Integration to the ATAS and Cyber Resilience Centre Services - Provide access through to DWP tech helpdesk processes - Operating the service helpdesk for jobseekers and employers and DWP staff as first line support. - Communication of service changes to Buyer's staff - Assisting with production of training materials - Training of Buyer's staff using the training materials - Provide all assistance, information and cooperation as reasonably necessary to assist the Supplier in relation to the Onboarding, Offboarding and in relation to any incidents or disruptions to the Service. - The provision of access without charge to the Buyers Akamai solution for the purpose of delivering the Services.
Buyer's equipment:	The Buyer will provide; - Access to 3 x Buyer desktop devices for access to GSI mail - Access to encrypted hard drives for data transfer purposes.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners; [REDACTED]
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Call-Off Contract charges and payment

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

Payment method:	The payment method for this Call-Off Contract is BACS.
Payment profile:	[REDACTED] The payment profile for the Monthly Charge Unit Rate is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to; DWP PO Box 406 SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ The electronic PDF invoice and MI shall be emailed to: APinvoices-DWP-U@sscl.gse.gov.uk Copies of PDF invoice and MI shall be copied to: INVOICING.TECHNOLOGY-CSMT@DWP.GSI.GOV.UK
Invoice information required – for example purchase order, project reference:	All invoices must include as a minimum a valid purchase order number (invoices without P/O number will be rejected), all appropriate references including cost centre and account code, address details, detailed breakdown of the Services supplied, cost of the Service, and valid VAT registration number.
Invoice frequency:	Invoices will be sent to the Buyer within 10 Working Days of the end of the month.

Call-Off Contract value:	The total value of this Call-Off Contract is £5,795,000
Call-Off Contract charges:	The breakdown of the Charges is noted within the embedded pricing template below; [REDACTED] SFIA Rate Card to be used for any service enhancements if required;  G-Cloud 9 SFIA Template Adzuna.doc

Additional buyer terms

Performance of the service and Deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: • Milestones as noted in Schedule 1 below • Service Review Meetings – The Supplier shall attend a regular Service Review Meeting with the Buyer. Frequency of the meeting shall be monthly for the first 6 months of the contract and then reduce to quarterly for the remaining duration of the Contract. Such frequency to be amended from time to time as agreed by both Parties. • Performance Reports - The Supplier will provide the Buyer with a monthly performance report on the service within 10 Working Days of the end of the calendar month. This report should give details of service 'downtime', incidents, helpdesk referrals to the Buyer, performance against the SLA's and other items to be mutually agreed between both parties.
Publicity and Branding	The Supplier will not make any disparaging statements about the Buyer in connection with the services provided under this Agreement or otherwise cause damage to the Buyer's reputation. The Buyer may End the Agreement for Material Breach if the Supplier makes material adverse publications disparaging of the Buyer relating to the Agreement. The Supplier will not use the Buyer's logos in its promotional or corporate materials without the Buyer's prior consent. The Supplier will not make any press announcements about the Agreement without the Buyers prior written approval, such consent not to be unreasonably withheld or delayed.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	<u>X</u>	<u>X</u>
Date:		

Schedule 1 - Services

The online provision of job search engine / job board solutions along with associated labour market data which may be customised for the Buyer's needs. The Service shall be delivered in line with this Call Off Contract, the offering noted as noted on G-Cloud 9, the High Level Requirements, and Clarification Responses embedded below;

In the event of any conflict between this Call-Off Contract and the Proposal below, the Call-Off Contract shall take precedence.

[REDACTED]

DELAY PAYMENTS

The Parties agree that Delay Payments will apply as a result of the Supplier's failure to achieve Milestone dates. Payment of Delay Payments is subject to the Buyer providing the obligations noted within this Call-Off Contract.

Payment of Delay Payments only applies where the delay is caused solely by the Supplier (not as a result of a Force Majeure event), and Deliverables associated with the Milestones are not accepted by the Buyer (acting reasonably), in respect of objective acceptance criteria, which will include escalation paths, robust governance procedures and a remediation period in the 'Acceptance and Approvals' paragraph below.

Any Delay Payment due to the Buyer shall be provided to the Buyer in the form of a deduction on the next invoice following the delay.

Delay Payments are capped at a total of [REDACTED].

The weighting of the Delay Payment is as per the calculations in the Table below;

Milestone Number	Milestone Title	Milestone Description	Milestone Delivery Date	Delay	Associated Delay Payment
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M1	MVP	Minimum Viable Product as noted within the PowerPoint embedded at Schedule 1 Services to be delivered for QA/UAT by the Buyer.	03/04/2018	2 weeks	[REDACTED]
				3 weeks	[REDACTED]
				4 weeks	[REDACTED]
M2	Site Operational	All Jobseekers can access the new site. To include; New Employers can register and be validated on the new site Existing primary employer accounts have been migrated and employers can access (subject to Monster providing required data in suitable format) Employers can post jobs Jobseekers can create a new account Jobseekers can see job adverts and apply for jobs Jobseekers can view their activity history Employers can choose to share their job advert on EURES All static content including website and emails for both jobseekers and employers shall be available in Welsh language and employers should have the ability to upload jobs themselves in Welsh. New site able to function and handle the full volumetrics without any dependency or links to the previous service.	18/05/2018	2 weeks	[REDACTED]
				4 weeks	[REDACTED]
				8 weeks	[REDACTED]

Delay payment to be made by the Supplier to the Buyer following notification from the Buyer to the Supplier that a Delay Payment is due and citing the reasons for such a delay payment being required.

Where a delay has occurred due to Buyer cause, the Supplier shall notify the Buyer of such an event requesting the Delay Payment mechanism be amended or withheld citing all reasons.

Milestone Acceptance

The Acceptance of a Milestone being successfully delivered shall be when the Buyer issues a Milestone Acceptance Certificate. Such certificate to include;

- Milestone achieved
- Details of the agreement
- Confirmation of completion or, notice of failure
- Sign off by Buyer Representative

If a milestone is not met by the Milestone Delivery Date, the Supplier shall within 2 working days propose a correction plan for

agreement by the Buyer.

Milestone Acceptance procedure:

The Supplier, on completion of the work relating to any Milestone, shall notify the Buyer and invite it to assess the work and to accept the Milestone.

In carrying out its assessment of the acceptance criteria, the Buyer shall act in good faith. The Buyer shall notify the Supplier as soon as it completes its assessment of the acceptance criteria but in any event within 2 Working Days if the Milestone is not accepted. If the Buyer does not accept a Milestone, it shall furnish the Supplier with a written statement setting out all relevant facts and supporting documents providing the grounds for its decision as to why such Milestone is not accepted, specifying the agreed specifications or objective acceptance criteria that were not met. The Buyer shall provide the Supplier with further information and cooperation in relation to any matters due to which the Buyer did not accept the Milestone. Following a rejection of a Milestone, the Supplier shall take action to remedy the work and to complete the Milestone and shall notify the Buyer once the Milestone is ready for acceptance. The provisions above shall apply to any repeat assessment of the Milestone.

Schedule 2 - Call-Off Contract charges

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

[REDACTED]

Expenses will be paid in line with the DWP policy.

All charges exclude VAT which shall be added at the then prevailing rate.

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

G-Cloud 9 Call-Off Contract - RM1557ix 08-05-2017

<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of Fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.4 (Relationship)
- 8.7 to 8.9 (Entire agreement)
- 8.10 (Law and jurisdiction)
- 8.11 to 8.12 (Legislative change)
- 8.13 to 8.17 (Bribery and corruption)
- 8.18 to 8.27 (Freedom of Information Act)
- 8.28 to 8.29 (Promoting tax compliance)
- 8.30 to 8.31 (Official Secrets Act)
- 8.32 to 8.35 (Transfer and subcontracting)
- 8.38 to 8.41 (Complaints handling and resolution)
- 8.49 to 8.51 (Publicity and branding)
- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.62 (Data protection and disclosure)
- 8.66 to 8.67 (Severability)
- 8.68 to 8.82 (Managing disputes)
- 8.83 to 8.91 (Confidentiality)
- 8.92 to 8.93 (Waiver and cumulative remedies)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- a reference to 'CCS' will be a reference to 'the Buyer'
- a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Framework Agreement incorporated clauses will be referred to as 'incorporated Framework clause XX', where 'XX' is the Framework Agreement clause number.

2.4 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.

- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
- be appropriately experienced, qualified and trained to supply the Services.
 - apply all due skill, care and diligence in performing those duties.
 - obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer.
 - respond to any enquiries about the Services as soon as reasonably possible, such as for example, Prime Ministers Questions and Freedom of Information Requests.
 - complete any necessary Supplier Staff vetting as specified by the Buyer.

For the avoidance of doubt, nothing in the foregoing shall obligate the Supplier to meet Technical Standards or Service Levels exceeding those set out in the Order Form.

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
- have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
 - are confident that they can fulfil their obligations according to the Call-Off Contract terms
 - have raised all due diligence questions before signing the Call-Off Contract
 - have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required. As a minimum a Disaster recovery test should be performed on a yearly basis.

- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans. Once disaster recovery testing has taken place the Supplier will provide the Buyer with a report of the test within 20 Working Days of the end of the test period.

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

- 8.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges.

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:

- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and Loss of or damage to Property, to a minimum of £1,000,000
 - the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 Years after the End or Expiry Date
 - all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 Years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
- a broker's verification of insurance
 - receipts for the insurance premium
 - evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
- take all risk control measures using 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
 - hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- premiums, which it will pay promptly
 - excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 Subject to clause 24.1 each Party must during and after the Term keep the other Party fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the indemnifying Party's obligations under the Data Protection Act (DPA) or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that a breach by the Supplier is due to a Buyer's instruction.
- 10.2 All non-public information relating to the Services (including the operation and functionality of the shall be deemed the Universal Jobmatch Service and all associate technical Know-How and IPRs, pricing and processes (including any Know-

How and IPRs developed in connection with this Call-Off Contract) shall be deemed the Confidential Information of the Supplier for the purpose of clauses 8.83 to 8.91 of the Framework Agreement.

11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The parties agree and acknowledge that no Project Specific IPRs shall arise from this Call-Off Contract.
- 11.3 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
 - Supplier's performance of the Services
 - use by the Buyer of the Services
- 11.4 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and may at its own expense after written approval from the Buyer (not to be unreasonably withheld), either:
- modify the relevant part of the Services without reducing its functionality or performance
 - substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer, or
 - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer (acting reasonably)
- 11.5 Clause 11.3 will not apply if the IPR Claim arises from:
- the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract;
 - other material provided by the Buyer necessary for the Services;
 - the combination by the Buyer of the Services or the Supplier's IPRs with any other system, service, product or IPRs;
 - changes made to the Services by the Buyer; or
 - features or functionality added to the Service on the Buyer's specifications (except insofar as the feature or functionality could be implemented without the infringing third party IPRs).
- 11.6 If the Supplier does not comply with clauses 11.3 to 11.4, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:

- providing the Buyer with full details of the complaint or request
- complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
- providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
- providing the Buyer with any information requested by the Data Subject

12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

The Supplier must not remove any proprietary notices in the Buyer Data.

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

13.2 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.

13.3 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policy and all Buyer requirements in the Order Form.

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

13.5 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

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

13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, Loss,

breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

- 13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, Loss, destruction, theft or disclosure.
- 13.9 The provisions of this clause 13 will apply during the Term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.
- 15.3 The parties agree and acknowledged that no software is to be created for the Buyer under this Call-Off Contract for the purpose of this clause 15.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes Loss of operational efficiency or Loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any Losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:

- Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify CCS of any breach of security of CCS's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the CCS and Buyer Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start Date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start Date:
- an executed Guarantee in the form at Schedule 5
 - a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any Fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
- an Insolvency Event of the other Party happens
- the other Party ceases or threatens to cease to carry on the whole or any material part of its business

18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.

18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.

19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.

19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.

19.4 Ending or expiry of this Call-Off Contract will not affect:

- any rights, remedies or obligations accrued before its Ending or expiration
- the right of either Party to recover any amount outstanding at the time of Ending or expiry
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
- any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

- return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- work with the Buyer on any ongoing work
- return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the

End or Expiry Date

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.

Manner of delivery	Deemed time of delivery	Proof of service
Email	9am on the first Working Day after sending	Sent by pdf to the correct email address without getting an error message

- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan within the first 6 months of the Contract which ensures continuity of service and the Supplier will follow it. The exit plan will be refreshed on a 6 monthly basis by the Supplier.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a Replacement Supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its Replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- the Buyer will be able to transfer the Services to a Replacement Supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - there will be no adverse impact on service continuity
 - there is no vendor lock-in to the Supplier's Service at exit
 - it enables the Buyer to meet its obligations under the Technology Code Of Practice

- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a Replacement Supplier, including conversion to open standards or other standards required by the Buyer
 - the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a Replacement Supplier
 - the testing and assurance strategy for exported Buyer Data
 - if relevant, TUPE-related activity to comply with the TUPE regulations
 - any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to Replacement Supplier

- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
- data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
 - other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for Replacement Services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive months set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- Property: for all defaults resulting in direct Loss to the property (including technical infrastructure, assets, IPR or Equipment but excluding any Loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
 - Buyer Data: for all defaults resulting in direct Loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form

- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- comply with any security requirements at the premises and not do anything to weaken 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
 - immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

27. The Contracts (Rights of Third Parties) Act 1999

- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must

comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- the activities they perform
- age
- start date
- place of work
- notice period
- redundancy payment entitlement
- salary, benefits and pension entitlements
- employment status
- identity of employer
- working arrangements
- outstanding liabilities
- sickness absence
- copies of all relevant employment contracts and related documents
- all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:

- its failure to comply with the provisions of this clause
- any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the

Relevant Transfer

- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start Date in the form set out in Schedule 3.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- work proactively and in good faith with each of the Buyer's contractors
 - co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

Schedule 3 - Collaboration agreement

The Collaboration agreement is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 4 - Alternative clauses

The Alternative clauses are available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 5 - Guarantee

The Guarantee is available at <https://www.gov.uk/guidance/g-cloud-templates-and-legal-documents>

Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services

	and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, personal data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets, Know-How, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Protection Legislation or DPA	The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 and all applicable laws and regulations relating to processing of personal data and privacy, including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
Data Subject	Will have the same meaning as set out in the Data Protection Act 1998.
Default	Default is any: ● breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) ● other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A Force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
GDPR	Any General Data Protection Regulation (GDPR) that applies to 'personal data' meaning any information relating to an identifiable person who can be directly or

	indirectly identified in particular by reference to an identifier. GDPR guidelines are in the process of being finalised and due to be fully implemented in the summer of 2018.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency Event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC)

	or agency (for example, an employment agency).
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of Know-How relating to the G-Cloud Services but excluding Know-How already in the Supplier's or CCS's possession before the Start Date.
Law	Any 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.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to

	order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	As described in the Data Protection Act 1998 (http://www.legislation.gov.uk/ukpga/1998/29/contents)
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and Equipment.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Services	The services ordered by the Buyer as set out in the Order Form.

Service Data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service Definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service Description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend Controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start Date	The start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a Subcontractor in which the Subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a Subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier Staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and Subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

