



Crown
Commercial
Service

G-CLOUD 8 CALL-OFF CONTRACT

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

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Part A - Order Form

Buyer	Cabinet Office
Service ID(s)	Specialist Cloud Services, Cloud Enablement and Deployment Services - WebOps, DevOps, InfraOps, Service ID:583250301108835
Supplier	Ixydo Ltd
Call-Off Contract ref.	WP1329
Call-Off Contract title	WP1329: Provision of automation and support services for Gov.uk Verify
G-Cloud Framework No.	G-Cloud 8: RM1557viii
Call-Off Contract description	Provision of automation and support services for Gov.uk Verify
Start date	1 April 2017
End date	28 July 2017 or The contract term will be divided by a break point on the 30th June 2017 where the Buyer will have the option to terminate if the buying organisation finds that the business case for this requirement can no longer be justified for the remainder of the original term length.
Call-Off Contract value	The estimated initial contract value is £357,135. The Contract price may flex up or down over the term of the contract in completion of the requirement.
Charging method	BACS
Purchase order No.	To follow

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. “[this is a term you can alter]”.

Buyer reference: As per WP number above

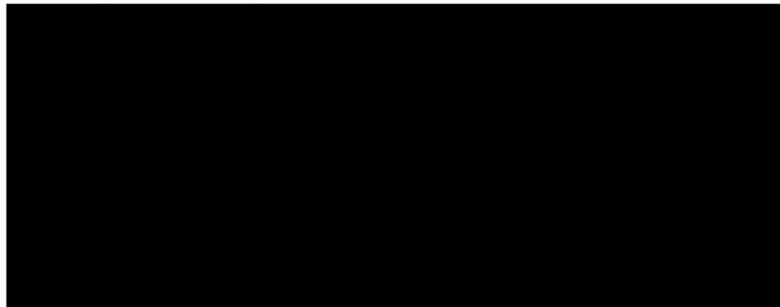
From: the Buyer

Buyer's name: Cabinet Office



To: the Supplier

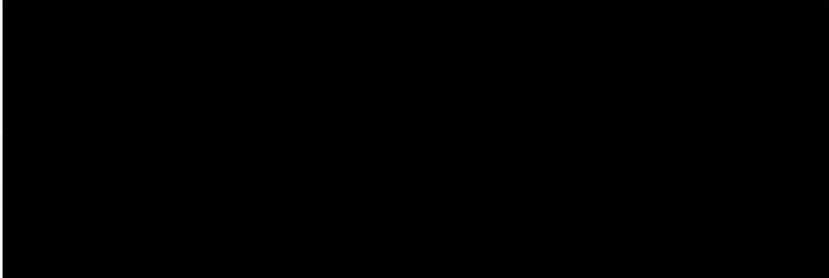
Supplier's name: Ixydo Ltd



Together: the “Parties”

Principle contact details

For the Buyer: Name & title:
Email:
Phone:
For the supplier: Name & title:
Email:
Phone:



Call-off contract term

Commencement date: This Call-Off Contract commences on 1 April 2017 and is valid for four (4) months with an exit plan to be performed at the start of the third month of the term, with a break point on the 30th June 2017 where the Buyer will have the option to terminate if the buying organisation finds that the business case for this requirement can no longer be justified for the remainder of the original term length.

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least ninety (90) working days from the date of written notice for disputed sums or at least thirty (30) days from the date of written notice for termination without cause.

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 utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot This Call-Off Contract is for the provision of Services under Lot 4 Specialist Cloud Services

G-Cloud 8 services required: The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:
Automation and support services for GOV.UK Verify.

SERVICE DESCRIPTION LINK(S)

- <https://www.digitalmarketplace.service.gov.uk/g-cloud/services/583250301108835>
- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/582159/583250301108835-service-definition-document-2016-06-18-1248.pdf>

Features

Configuration automation: puppet, chef, ansible
 PSN deployment
 Continuous integration, delivery and deployment
 Infrastructure provisioning
 IP networking
 Containerization
 Security
 Monitoring
 x509, GPG/PGP
 Open source

Benefits

DevOps culture between webops and developers
 Technical leadership

Support

Support service type:

- Email
- Phone
- Live chat
- Onsite

Support accessible to any third-party suppliers: No

Support availability: 8am to 6pm unless otherwise agreed

Standard support response times: Priority based response times, ranging from 30 minutes to 3 days

Incident escalation process available: Yes

Additional Services:

Not applicable.

Location:





Quality standards:	The supplier shall maintain compliance with ISO 9001: 2008 (Quality)
Security standards	All resource provided should be at least BPSS security cleared. This will form the basis of further enhanced vetting procedures if required. ISO 27001: 2013 (Information Security).
Technical standards	There are no technical standards required for this Call-Off Contract.
On-boarding	There is no on-boarding plan for this Call-Off Contract
Off-boarding	The off-boarding plan for this Call-Off Contract is to be agreed between the parties before the third month of this call-off contract.
Limit on supplier's liability:	In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data shall in no event exceed £1 million during the Call-Off Agreement Period
Insurance:	In accordance with Call-Off Contract clause 10, the insurance(s) required will be: <ul style="list-style-type: none">• a minimum insurance period of six, 6 years following the expiration or earlier termination of this Call-Off Contract• professional indemnity insurance cover to be held by the Supplier and by any agent, Sub-Contractor 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 such higher limit as the Buyer may reasonably require (and as required by Law)

- employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time

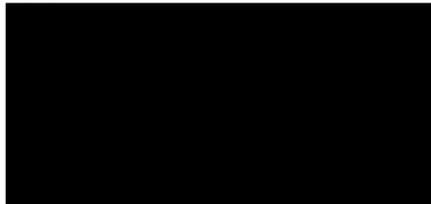
Buyer's Responsibilities The Buyer is responsible for granting access to the sites where the work is to be carried out and provision of data connectivity for allocated Supplier resources to deliver the services.

Buyer's equipment There is no Buyer's equipment to be used in connection with this Call-Off Contract

Supplier's information

Commercially sensitive information: The following is a list of the Supplier's commercially sensitive information: Names of the resources deployed by the Supplier

Subcontractors / Partners: The following is a list of the Supplier's Subcontractors/Partners used to deliver the services:



The Supplier is not obliged to provide the services of named individuals, however the buyer has the right to refuse substitutes if in the reasonable view of the Buyer, a substitute has insufficient qualifications and expertise to carry out the work.

Call-Off Contract Charges and payment

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

Payment method (GPC or BACS):

The method of payment for this Call-Off Contract is BACS monthly in arrears.



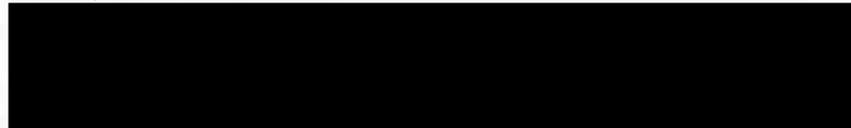
Payment profile:

The payment profile for this Call-Off Contract is BACS monthly in arrears.

Invoice details:

The Supplier shall issue electronic invoices BACS monthly in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within thirty, (30) calendar days of receipt of a valid invoice.

Who and where to send invoices to:



Invoice information required – eg PO, project ref, etc.

All invoices must include WP number and PO number applicable to this call-off contract. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice.

**Invoice frequency
Call-Off Contract
value:**

Invoice will be sent to the Buyer monthly in arrears.
The estimated initial contract value is £357,135.
The Contract price may flex up or down over the term of the contract in completion of the requirement.

**Call-Off Contract
Charges:**

Pricing document:
<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/582159/583250301108835-pricing-document-2016-06-18-1301.pdf>

SFIA Rate card:
<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/582159/583250301108835-sfia-rate-card-2016-06-18-1305.pdf>

Additional Buyer terms

Performance of the service and deliverables	<p>This Call-Off Contract will include the following implementation plan and milestones: See Schedule 1 and:</p> <ul style="list-style-type: none"> ● The Supplier will work in an Agile environment, working iteratively for weekly Sprints. ● Supplier staff and subcontractors must have previous experience and be trained in working in Agile environment and working iteratively for weekly Sprints to deliver requirements.
Collaboration agreement	<p>The Buyer does not require the Supplier to enter into a Collaboration Agreement.</p> <p>In addition to its obligations under any Collaboration Agreement, the Supplier shall:</p> <ul style="list-style-type: none"> ● work pro-actively with each of the Buyer's contractors ● cooperate with the Buyer's contractors of other services to enable the efficient operation of the ICT services, and ● assist in sharing information with the Buyer's contractors for the purposes of facilitating adequate provision of the G-Cloud Services
Warranties, representations	<p>In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that there are no additional warranties and representations.</p>
Supplemental requirements in addition to the call-off terms	<p>In accordance with Call-Off Contract clauses, there are no supplemental requirements.</p>
Buyer specific amendments to/refinements	<p>In accordance with Call-Off Contract clauses, there are no additional amendments to the call-off terms.</p>

of the Call-Off Contract terms

Public Services Network (PSN)

The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

Delivery of PSN Compliant Services

If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority

The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

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 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.

1.4 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 undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").

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

SIGNED:



Part B - The Schedules

Schedule 1 - Deliverables / Milestones

Milestone Deliverables are:

- o Enhance our new Cloud infrastructure's resilience in order to run in production: Jun 17

- Provide a testing environment for use by other government departments: Jun 17
- Build supporting non-production environments in the Cloud (e.g. performance testing, staging, etc.): Jun 17
- Re-evaluate our requirements regarding infrastructure audit trails with SecOps: May 17.

Review of the contract and sharing of all critical information for any transfer to another Supplier before month three of this call-off contract.

Produce an Exit Plan by 01/05/2017 to review and flag any risks and / or required changes.

Agree Exit Plan by 08/05/2017 to ensure any required changes are flagged promptly and the plan to be amended.

The Supplier will produce an exit plan for supplier succession to be executed on 03/07/2017. This will need to be reviewed by the buyer and agreed before the end of month three (3) of the term. The Exit Plan will need to be both executed and completed during month 4 of the contract term.

The supplier will ensure all critical information is available for the new supplier as part of the Exit plan being executed.

The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Exit Plan.

The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).

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) cannot be amended during the term

of the Call-Off Contract. The detailed breakdown for the provision of Services during the term of will include (but will not be limited to):

Pricing document:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/582159/583250301108835-pricing-document-2016-06-18-1301.pdf>

SFIA Rate card:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/582159/583250301108835-sfia-rate-card-2016-06-18-1305.pdf>

Supplier Proposal: n/a

Travel and Subsistence

Cabinet Office T&S Policy must be adhered to; all expenses must be pre-agreed and pre-approved by Cabinet Office.

Schedule 3 - Deed of guarantee

Not used.

Schedule 4 - Alternative Clauses

Not used.

Part C – Terms and conditions

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

- 1.1 The Supplier will start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will terminate on the End Date specified in the Order Form unless terminated earlier in accordance with Clause 23 and will be a maximum of 24 months from the Commencement Date.

2. Overriding provisions

- 2.1 The Supplier agrees to supply the G-Cloud Services [and any Additional Services (Lot 4 only)] in accordance with this Call-Off Contract and the Supplier's Terms as identified in the Framework Agreement (G-Cloud Services) and incorporated into this Call-Off Contract.

- 2.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Contract, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Contract (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- the Framework Agreement
- the Clauses of this Call-Off Contract (excluding Supplier Terms)
- the completed Order Form
- the Supplier's Terms and Conditions, and
- any other document referred to in the Clauses of this Call-Off Contract.

The Supplier accepts this is the order of prevailing provisions in this Call-Off Contract.

3. Transfer and sub-contracting

- 3.1 The Supplier will not assign, novate or sub-contract any part of this Call-Off Contract without the Buyer's prior written approval which shall not be unreasonably withheld or delayed.
- 3.2 The Supplier will be responsible for the performance of any Sub-Contractors.
- 3.3 The Buyer may assign, novate or otherwise dispose of its rights and obligations under this Call-Off Contract or any part thereof to:

- any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer, or
 - any private sector body which substantially performs the functions of the Buyer
- provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Call-Off Contract.

4. Supplier Staff

4.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer
- Comply with the provisions of the Official Secrets Act 1911 to 1989; and
- Section 182 of the Finance Act 1989.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract, they:

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

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

5.2.3 have entered into this Call-Off Contract relying on their own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will perform its obligations under this Call-Off Contract with all reasonable care, skill and diligence, according to Good Industry Practice.

6.2 The Supplier will use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form.

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

- 6.4 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions and Intellectual Property Rights to perform this Call-Off Contract.
- 6.5 The Supplier represents that, in entering into this Call-Off Contract it has not committed any Fraud.
- 6.6 The Supplier undertakes to pay all taxes due from it to HMRC and will not indulge in "disguised employment" practices when delivering services under this Call-Off Contract, and
- 6.7 For the avoidance of doubt, the fact that any provision within this Call-Off Contract is expressed as a warranty shall not preclude any right of termination the Buyer may have in respect of breach of that provision by the Supplier.
- 7. Business continuity and disaster recovery**
- 7.1 The Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan contained within their service descriptions where appropriate and required by the Buyer.
- 8. Payment terms and VAT**
- 8.1 The Buyer will pay the Supplier within 30 days of receipt of a valid invoice submitted by the Supplier in accordance with this Call-Off Contract.
- 8.2 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.
- 8.3 All charges payable by the Buyer to the Supplier shall include VAT at the appropriate rate.
- 8.4 The Supplier will add VAT to the charges at the appropriate rate.
- 8.5 Where specified within 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 shall not recover this charge from the Buyer.
- 8.6 The Supplier will ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

- 8.7 Supplier Sub-Contracts must oblige the Supplier to make payments to its Sub-Contractor within 30 calendar days from the receipt of a valid invoice.
- 8.8 The Supplier shall 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 shall pay all monies pursuant to this indemnity to the Buyer not less than 5 UK working days before the date upon which the tax or other liability is payable by the Buyer.
- 8.9 The Supplier shall not suspend the supply of the G-Cloud Services for Buyer's failure to pay undisputed sums of money unless the Supplier is entitled to suspend or terminate this Call-Off Contract. Interest shall be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).
- 8.10 In the event of a disputed invoice, the Buyer shall make payment in respect of any undisputed amount in accordance with the provisions of this Call-Off Contract and return the invoice to the Supplier within 10 UK working days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within 10 UK working days of receipt of the returned invoice stating whether or not the Supplier accepts the Buyer's proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.
- 9. Recovery of sums due and right of set-off**
- 9.1 If a Supplier owes money to the Buyer, the Buyer may deduct that sum from the Call-Off Contract Charges due.
- 10. Insurance**
- The Supplier will maintain the insurances required by the Buyer including those set out in this clause.
- 10.1 Subcontractors
- 10.1.1 The Supplier will ensure that, during 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 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.
- 10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.2.2 The Supplier will also ensure that all agents and professional consultants involved in the supply of Services hold employers liability insurance to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the termination or expiry date to this Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

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

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

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

10.4 Supplier liabilities

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

10.4.2 The Supplier will:

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

10.4.3 The Supplier will not do or omit to do anything, which would vitiate any of the insurances.

10.5 Indemnity to principals

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

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

10.6 Cancelled, suspended, terminated or unrenewed policies

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

10.7 Premium, excess and deductible payments

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

- be liable for the premium; and
- pay such premium promptly.

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

11. Confidentiality

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

11.2 Disclosure of Confidential Information is permitted where information:

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

- is disclosed to obtain confidential legal professional advice.
- 11.3 The Buyer may disclose the Supplier's Confidential Information:
- to any central government body on the basis that the information may only be further disclosed to central government bodies;
 - to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
 - if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
 - on a confidential basis to exercise its rights or comply with its obligations under this Call-Off Contract; or
 - On a confidential basis to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.
- 11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this clause.
- 11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.
- 11.6 Either Party may use techniques, ideas or knowledge gained during this Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.
- 11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.
- 12. Conflict of Interest**
- 12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.
- 12.2 Any breach of this clause will be deemed to be a Material Breach.

- 12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:
- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement
 - has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement
 - has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in the Tender process.
- 12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under this Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.
- 13. Intellectual Property Rights**
- 13.1 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.
- 14. Data Protection and Disclosure**
- 14.1 The Supplier shall comply with any notification requirements under the DPA and both Parties will duly observe all their obligations under the DPA which arise in connection with the Framework Agreement or under this Call-Off Contract.
- 14.2 Where the Supplier is processing Buyer Data or Other Contracting Bodies' Personal Data, the Supplier shall ensure that it has in place appropriate technical and organisational measures to ensure the security of the Authority and Other Contracting Bodies' Personal Data (and to guard against unauthorised or unlawful processing or accidental loss, destruction of or damage to the Buyer Data and the Other Contracting Bodies' Personal Data.
- 14.3 The Supplier shall provide the Buyer and/or Other Contracting Body with such information as the Buyer and/or Other Contracting Body may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA including;
- to promptly notify the Buyer and/or Other Contracting Body of any breach of the security measures to be put in place pursuant to this Clause; and

- to ensure that it does not knowingly or negligently do or omit to do anything which places the Buyer and/or Other Contracting Body in breach of its obligations under the DPA and
- not to cause or permit to be processed, stored, accessed or otherwise transferred outside the European Economic Area any Buyer Data or Other Contracting Body Personal Data supplied to it by the Buyer or Other Contracting Body without approval.

15. Buyer Data

- 15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.
- 15.2 The Supplier will not store or use Buyer Data except where necessary to fulfill its obligations.
- 15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.
- 15.4 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.
- 15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:
- the government security policy framework and information assurance policy;
 - guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
 - the relevant government information assurance standard(s).
- 15.7 Where the duration of this Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred then the Supplier will re-submit such system for accreditation.
- 15.8 If at any time 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 where such corruption, loss, breach or degradation of the Buyer Data was caused by the action

or omission of the Supplier or its representatives) comply with any remedial action proposed by the Buyer.

- 15.9 The Supplier will provide at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Act (to the extent arising under and/or in connection with the Framework Agreement and this Call-Off Contract). The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Act. This is an absolute obligation and is not qualified by any other provision of this Call-Off Contract.
- 15.10 The Supplier agrees to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 15.11 The provisions of this Clause 15 shall apply during the term of this Call-Off Contract and for such time as the Supplier holds the Buyer's Data.
- 16. Records and audit access**
- 16.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under this Call-Off Contract and the provision of Management Information.
- 17. Freedom of Information (FOI) requests**
- 17.1 The Supplier will transfer any Request for Information to the Buyer within 2 UK working days of receipt.
- 17.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.
- 17.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FOIA or EIR request so that the Supplier may make appropriate representations.
- 18. Standards and quality**
- 18.1 The Supplier will comply with any standards in this Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement.
- 19. Security**