



## G-Cloud 11 Call-Off Contract (version 4)

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## Part A - Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Digital Marketplace service ID number:</b>	104121389245996
<b>Call-Off Contract reference:</b>	FS430300
<b>Call-Off Contract title:</b>	Learning Management System
<b>Call-Off Contract description:</b>	Learning Management System platform to create training modules, provide on-line training to staff and record who has completed which training courses.
<b>Start date:</b>	21/1/20
<b>Expiry date:</b>	20/1/22
<b>Call-Off Contract value:</b>	Up to £104,700 – Committed £22,300 per annum for Years 1 & 2
<b>Charging method:</b>	Year 1: 50% on contract signature 50% on delivery of implementation Year 2: Annually in advance
<b>Purchase order number:</b>	TBC

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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.

<b>From: the Buyer</b>	Food Standards Agency Buyer's main address: Clive House 70 Petty France
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	Westminster London SW1H 9EX
<b>To: the Supplier</b>	Learning Pool Supplier's address: 100 Patrick Street Londonderry BT48 7EL
<b>Together: the 'Parties'</b>	

### Principle contact details

<b>For the Buyer:</b>	Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
<b>For the Supplier:</b>	Title: [REDACTED] Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]

### Call-Off Contract term

<b>Start date:</b>	This Call-Off Contract Starts on 21 <sup>st</sup> January 2020 and is valid until 20 <sup>th</sup> January 2022
<b>Ending (termination):</b>	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.
<b>Extension period:</b>	This Call-Off Contract can be extended by the Buyer for 2 periods of 12 months each, by giving the Supplier 2 weeks 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 – Software as a service (Saas)														
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: <ul style="list-style-type: none"><li>• Setup and migration</li><li>• Quality assurance and performance testing</li><li>• Training</li><li>• Ongoing support</li></ul>														
Additional Services:	The FSA has the option to consume the following additional services which are costed for in Schedule 2: Data Sync from HR to LMS Single Sign On Adapt Builder														
Location:	The Services will be delivered across the FSA sites														
Quality standards:	All documentation and deliverables must be delivered to the Buyer in an acceptable standard. This will be in-line with good industry practices and the Buyer will have final approval.														
Technical standards:	The technical standards required for this Call-Off Contract should be in-line with good industry standards and practices.														
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are</p> <p><b>Learning Pool SLA Document Dated 12/11/19:</b></p> <p><b>Service Level Agreement</b></p> <p>Learning Pool will provide customer support via phone for all Services between the hours of 8am and 8pm Monday to Friday and 9am to 5.30pm Saturday, Sunday and Bank Holidays</p> <p>Learning Pool will consider, examine and prioritise problems with its services in accordance with the following levels of importance, and shall endeavour to meet the indicated targets for returning the software to its fully operational state in accordance with those levels of severity outlined in the table below.</p> <table><tr><th>Priority level</th><th>What does that mean?</th><th>Give me an example of what that might be?</th><th>When will I get a substantive response?</th><th>What's your target for resolution</th><th>If it's not resolved, when will it get escalated</th><th>What do you do when I raise a case like this?</th></tr><tr><td>1</td><td>A critical failure in service for which no satisfactory workaround is available.</td><td>The service is offline and inaccessible by all users  A major loss of critical functionality that's affecting a large number of users.  A widespread or significant data loss or inaccessibility.</td><td>30 minutes</td><td>4 hours</td><td>Immediate</td><td>The senior management team is notified immediately by phone and email.  The affected customer is contacted by a member of the support team by phone and then email to outline the steps we're taking.  All necessary resources are assigned to resolving the issue.  In the event that a fix within 2 hours is not possible for any reason, the customer will receive updates on the case every hour until the issue is resolved.  In the event of a widespread disruption affecting several customers we'll publish updates on [REDACTED]</td></tr></table>	Priority level	What does that mean?	Give me an example of what that might be?	When will I get a substantive response?	What's your target for resolution	If it's not resolved, when will it get escalated	What do you do when I raise a case like this?	1	A critical failure in service for which no satisfactory workaround is available.	The service is offline and inaccessible by all users  A major loss of critical functionality that's affecting a large number of users.  A widespread or significant data loss or inaccessibility.	30 minutes	4 hours	Immediate	The senior management team is notified immediately by phone and email.  The affected customer is contacted by a member of the support team by phone and then email to outline the steps we're taking.  All necessary resources are assigned to resolving the issue.  In the event that a fix within 2 hours is not possible for any reason, the customer will receive updates on the case every hour until the issue is resolved.  In the event of a widespread disruption affecting several customers we'll publish updates on [REDACTED]
Priority level	What does that mean?	Give me an example of what that might be?	When will I get a substantive response?	What's your target for resolution	If it's not resolved, when will it get escalated	What do you do when I raise a case like this?									
1	A critical failure in service for which no satisfactory workaround is available.	The service is offline and inaccessible by all users  A major loss of critical functionality that's affecting a large number of users.  A widespread or significant data loss or inaccessibility.	30 minutes	4 hours	Immediate	The senior management team is notified immediately by phone and email.  The affected customer is contacted by a member of the support team by phone and then email to outline the steps we're taking.  All necessary resources are assigned to resolving the issue.  In the event that a fix within 2 hours is not possible for any reason, the customer will receive updates on the case every hour until the issue is resolved.  In the event of a widespread disruption affecting several customers we'll publish updates on [REDACTED]									

2	The failure causes major impact to customers' business operations and no reasonable workaround exists. Important features are unavailable with no acceptable workaround, however, operations can continue in a restricted fashion.	Users are unable to launch an activity on the LMS such as a SCORM object. Administrators can't run reports. All users unable to log in under certain conditions (browser version for instance). A large number of users from a specific location can't access the system. A single user cannot log in.	1 hour	8 hours	8 hours	A member of our support team will contact the customer by email and then by phone to our outline the steps we're taking to resolve the issue.  The customer will receive confirmation of the timescales to resolve the issue within 1 hour.  In the event that an 8 hour fix is not possible for any reason, the customer will receive updates on the case every 2 hours until the issue is resolved.
3	A partial inability to use the service with a medium-to-low impact on the customer but their business continues to function.  A short-term workaround is available, but not scalable.	A small number of users are unable to access the system. An occasionally used activity in the LMS is not working. A specific report is not available or specific data is not available in a report. A single user cannot access e-learning because of browser-related issue.	6 hours	3 working days	5 working days	A member of our support team will contact the customer by email and if necessary by phone to our outline the steps we're taking to resolve the issue.  The customer will receive confirmation of the timescales to resolve the issue within 6 hours.  In the event that a fix inside the SLA timescale is not possible for any reason, the customer will receive updates on the case every 3 business days until the issue is resolved.
4	An inquiry regarding a routine technical issue.  A bug affecting a small number of users.	A look and feel issue which can be described as cosmetic.	Acknowledge in 12 hours Diagnose in 1 week	Next available release	Next available release	A member of our support team will contact the customer by email to acknowledge the issue.  The support agent will diagnose the issue and recommend a development task where appropriate.

	Acceptable workaround available					In some cases, we may decline a development request. If this happens we'll always clearly communicate why this hasn't been accepted onto our product roadmap.  The product owner responsible for the affected product will prioritise the task into the next available development sprint and complete the activity as part of that workload.  The support agent will keep the customer up to date at least once a week and immediately that anything changes with the task.
Dev Task	Feature doesn't exist currently	New reporting requirement Enhancement to existing functionality New module or component for the LMS or Adapt Development of a suite of new graphics.	Acknowledge in 12 hours Diagnose in 1 week	Targeted release	Targeted release	A member of our support team will contact the customer by email to acknowledge the issue.  The support agent will diagnose the issue and recommend a development task where appropriate.  The product owner will prioritise the task into the next available development sprint and complete the activity as part of that workload.  In some cases, we may decline a development request. If this happens we'll always clearly communicate why this hasn't been accepted onto our product roadmap.  The support agent will keep the customer up to date at least once a week and immediately that anything changes with the task.

## Urgency and Escalation

The Customer Support Executive (CSE) will assign the urgency level to the customer issue. The escalation process is managed by the CSE in cooperation with the customer. The escalation process then moves from the CSE through to Learning Pool's management team as appropriate.

All support queries received via both telephone and email are recorded and monitored through a customer relationship management (CRM) tool. Tickets are resolved chronologically, however the priority of tickets is monitored closely and the appropriate SLA is applied on a case by case basis. The CRM is monitored on an hour by hour basis to ensure compliance to the SLA and reporting by customer is available upon request.

Escalation to the management team occurs as soon as an inherent, reproducible product technical issue is discovered. The following timelines define the normal escalation beyond Customer Support. The timeframes are based on the urgency (as defined below) of the customer issue.

Urgency	Definition	Escalation to the next point
Severe	Product is down. There are no workarounds to restore product functionality. Learning Pool places top priority on the technical issue and all necessary resources are immediately assigned to the issue.	After 4 Hours
Moderate	Significant product functionality is not working according to product definitions, or significant business objectives cannot be met. Learning Pool places high priority on the technical issue and all necessary resources are assigned to the technical issue, but work is generally performed during normal business hours	After 8 Hours
Minor	Minor Product functionality is not working according to Product definitions, or minor business objectives cannot be met. Learning Pool puts lower level priority on the Technical issue and assigns the appropriate resources to resolve the technical issue within customer expectations	After 2 Working days

If an acceptable workaround can be applied to the issue, then the Urgency can be downgraded to the next level. For example, if a workaround exists and is acceptable for a Moderate issue, then this issue will be downgraded to Minor.

If appropriate progress has not been made, the technical issue would be escalated to the Customer Support Manager. Escalation up the Management chain would be initiated whenever the resolution is not meeting customer expectations or whenever an issue has not been resolved within the standard SLA time



	<p>frames. Since each situation and each technical issue are unique, there may be some variation in the normal process timing to fit the situation (an example might be a situation where the CSE is waiting on information from the customer).</p> <p>Escalation can be initiated from two sources. CSEs are tasked with the responsibility of escalating based on their judgment of both the customer situation and the technical situation. Customers are encouraged to seek escalation when a situation is not being resolved in a fashion that meets their requirements within the definitions of the services they have purchased. The customer can escalate through the CSE, through their Learning Consultant or directly to the Customer Support Manager, or Technical Delivery Manager the Details for which are below.</p> <table><thead><tr><th>Title</th><th>Name</th><th>Contact Details</th></tr></thead><tbody><tr><td>Customer Support Manager</td><td></td><td></td></tr><tr><td>Chief Technology Officer</td><td></td><td></td></tr></tbody></table> <p>Once an issue has been escalated to the above parties as part of the management resolution process a notification is sent to Director Level and subsequent hourly reports made until the issue is fully resolved.</p> <p>If the appropriate progress has not been made, or if the customer feels the resolution has not met their needs they have the option of escalating the issue to a Director for review the details for which are below.</p> <table><thead><tr><th>Title</th><th>Name</th><th>Contact Details</th></tr></thead><tbody><tr><td>Chief Executive</td><td></td><td></td></tr></tbody></table>	Title	Name	Contact Details	Customer Support Manager			Chief Technology Officer			Title	Name	Contact Details	Chief Executive		
Title	Name	Contact Details														
Customer Support Manager																
Chief Technology Officer																
Title	Name	Contact Details														
Chief Executive																
<b>Onboarding:</b>	The onboarding plan for this Call-Off Contract is set out in Schedule 1.															
<b>Offboarding:</b>	N/A – Tool is Open Source to enable easy migration to another supplier.															
<b>Collaboration agreement:</b>	N/A															
<b>Limit on Parties' liability:</b>	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the charges by the buyer to the supplier during the call off term.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>															
<b>Insurance:</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"><li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li><li>• 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)</li><li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li></ul>															
<b>Force majeure:</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.															
<b>Audit:</b>	N/A															
<b>Buyer's responsibilities:</b>	The Buyer is responsible for the successful implementation of the service and the ongoing hosting, support and maintenance of the platform.															

<b>Buyer's equipment:</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes Laptops, FSA Accounts (including and O365 account and email account) as well as access to FSA's Service Now.</p> <p>Reason:</p> <p>This is to ensure the work is carried out completely in the FSA's environment without external devices or accounts accessing the FSA's networks or software.</p>
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## Supplier's information

<b>Subcontractors or partners:</b>	N/A
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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.

<b>Payment method:</b>	The payment method for this Call-Off Contract is BACS
<b>Payment profile:</b>	<p>The payment profile for this Call-Off Contract is:</p> <p>Year 1:</p> <p>50% on contract signature (£11,150)</p> <p>50% on successful delivery of implementation (£11,150)</p> <p>Year 2:</p> <p>Annually in advance (£22,300)</p> <p>Should FSA choose to take any additional services, these will be payable in advance.</p>
<b>Invoice details:</b>	The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
<b>Who and where to send invoices to:</b>	Invoices will be sent to [REDACTED]
<b>Invoice information required – for example purchase order, project reference:</b>	All invoices must include a valid PO number and FS430300.
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer.
<b>Call-Off Contract value:</b>	The total value of this Call-Off Contract is £104,700, including the optional additional services and the possible 2 year extensions.
<b>Call-Off Contract charges:</b>	<p>The breakdown of the Charges is below:</p> <p>The FSA is committed to Year 1 &amp; 2 with a fixed annual charge as follows:</p>

Learning Pool Total	Annual cost for 1700 users
Set Up	No charge
Totara Licence Subscription	£4,446
Hosting, Maintenance & Updates	£7,141.60
Support	£10,712.40
<b>Total annual cost:</b>	<b>£22,300 per year</b>

If the FSA decides to invoke the extension periods then each additional year will be charged at a fix price of £22,300 per annum.

If the FSA decides to take up any of the optional services these will be charges as follows:

Additional Services	Year 1	Subsequent year(s) annual cost
<b>DATA Sync from HR to LMS (Data In &amp; Out)</b>	£3,000	£1,500
<b>Single Sign On (customer installed)</b>	£2,000	£0
<b>Adapt Bullder x2 licenses</b>	£1,500	£1,500

## Additional Buyer terms

<b>Performance of the service and deliverables:</b>	N/A
<b>Guarantee:</b>	N/A
<b>Warranties, representations:</b>	N/A
<b>Supplemental requirements in addition to the Call-Off terms:</b>	N/A
<b>Alternative clauses:</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	N/A
<b>Public Services Network (PSN):</b>	N/A
<b>Personal Data and Data Subjects:</b>	Confirm whether either Annex 1 or Annex 2 of Schedule 7 is being used: Annex 1

## 1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract 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 RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

<b>Signed:</b>	Supplier	Buyer
<b>Name:</b>		
<b>Title:</b>		
<b>Signature:</b>		
<b>Date:</b>		

## **Schedule 1 - Services**

### **FSA Specification of requirements dated 21/10/19:**

#### **Statement of Requirements Purpose**

The purpose of this document is to detail the business requirements of the Contract. It is not intended to describe the required system functionality, merely the prioritised business requirements that any system would be required to meet.

#### **Background**

Having a large number of staff based in plant (abattoirs), the Food Standards Agency, in collaboration with Thomson NETg and later Skillsoft created a learning management system (LMS) within SharePoint 2007. This was a low-cost option to enable the FSA to train their staff in various different areas, such as the use of knives etc. This site was used by circa 1400 FSA staff and contractors.

#### **Problem**

The previous LMS site was situated on SharePoint 2007, which is now no longer supported and has been decommissioned. Learning content from the system is now held on a file share.

The Agency is, therefore, looking for a robust and scalable strategic solution, where they can use one platform to create training modules, provide on-line training to staff and record who has completed which training courses.

#### **Business Requirements**

##### **Business Processes**

Moving forward our vision is that:

##### **FSA Employees, Contractors & Vets**

Access LMS to complete on-line training courses. These courses can be mandatory or optional; if mandatory we would need to be able to interrogate the learning information recorded by the system

to establish who has completed mandatory training and on what date. Results should be captured against learner individual profiles, stating when they completed the training and what their score was (if required)

### FSA Administrators

Will be responsible for the administration of the system. This includes creating, updating & uploading training videos, creating training modules, managing the system and its users. Also migrating content from the old SharePoint system (now held on a file share).

#### User Metrics

The system is required to cater for the following approximate user levels

Location (Cardiff/ York/ Remote etc.)	Totals	Tasks	Frequency of use (All Day/ Daily/ Weekly etc.)
FSA employees Multi-site Remote	Circa 1400	Undertake learning	Daily
FSA Admin staff / Course Creators Multi-site Remote	Circa 10	Create learning, upload and update learning, create and run MI reports, download MI reports	Daily
FSA Contractors Multi-site Remote	Circa 500	Undertake learning	Daily

### General Specification

Description	Purpose	Priority	Include
<b>1. Training</b>	Staff training in use of the system	Must	Training for up to 20 FSA administrators in use/administration of the system

			Guidance and support for users and super users.
<b>2. Corporate Style</b>	Ability to change UI elements to replicate FSA branding	Must	
<b>3. SCORM compliant</b>	Shareable Content Object Reference Model	Must	Note: the current FSA training packages have been predominantly created using Adobe Captivate. It is intended that Articulate will be used in the future.
<b>4. Accessibility of solution</b>	Ensuring the solution meets legal accessibility requirements WCAG 2.1 'AA' and is tested with users	Must	<p>The solution should fully meet accessibility standards WCAG 2.1 minimum 'AA'.</p> <p>The solution must support and ensure creation of accessible content regardless of format (web pages, forms, images, interactive features, video, audio etc)</p> <p>The solution must work for users using assistive technologies within their working environment and across FSA technology.</p> <p>Testing: The service must be thoroughly tested with users of assistive technology, within their working environment and using FSA technology.</p>

## Functional Specification

Functional Specification Description	Purpose	Priority	Comments
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<b>1. Training Consistency</b>	The System should help promote consistency of training material	Should	Consistency could be gained through templates/file formats
<b>2. MI Reporting</b>	Reporting functionality from the system should be available	Must	Reports will be required to show information such as course completion, compliance, who did it and what score they achieved. Reports should be customisable by Line Managers and Administrators
<b>3. Reporting Dashboard</b>	To enable managers / staff to see training due / completed without running reports	Should	Ability to view MI without running reports – i.e. via a Dashboard
<b>4. Search Facility</b>	The ability to search for training course/module	Must	
<b>5. User Creation</b>	Designated system administrators & super users to register new users	Must	Users who can create/approve new users.  This should be managed centrally by the FSA  If possible, can the solution be linked to Active Directory to allow for Single sign-on for FSA staff?
<b>6. Password Reset</b>	Users should be able to reset their own passwords if / when forgotten	Must	Automated system
<b>7. Document Protection</b>	Training documents/modules should be protected to prevent unauthorised updates	Must	
<b>8. Notification Emails</b>	Notifications to users	Must	Advise users about new training course(s), courses that are mandatory to complete and courses that are in progress.
<b>9. Create / update / remove training modules</b>	Ability for administrators / course creators to create and upload training modules	Must	
<b>10. Creation of trackable courses</b>	To allow creation of trackable courses made up	Must	To include: SharePoint, web pages, face-to-face



<b>using a range of resources</b>	of a range of learning resources		events, YouTube videos etc
<b>11. Scheduling and booking of a variety of learning activities</b>	To allow scheduling of a variety of learning activities and allow staff to book on to them	Must	e.g. 'lunch & learn' events, webinars, in-house seminars etc
<b>12. Migration</b>	Migrate old training content – currently located on a file share.	Should	Circa 30 captivate videos
<b>13. User profiles</b>	Each user must have their own training profile that includes their training record	Must	
<b>14. User profiles</b>	The ability for users to record formal / informal learning undertaken outside of LMS	Should	
<b>15. Self-Service Training</b>	Each user has the ability to select, and book onto training courses they want to complete (in addition to those courses which would be defined as mandatory)	Must	
<b>16. Learning Evaluation</b>	The ability to create evaluation methods for each learning activity – and collate feedback	Must	
<b>17. Performance Management recording</b>	The ability to host the FSA Performance Management process	Could	To include ability to access information on the process (learning), recording of objectives, progress towards them, recording of ratings, informal meetings and formal one-to-ones

### Non-Functional Specification

Description	Purpose	Priority	Comments
<b>1. Usability</b>	The system must be simple to use and intuitive, meaning that minimal training is required.	Must	We do not want to have to train all users across all organisations
<b>2. SLA</b>	Solution to be accepted into service and SLA/KPIs to be agreed as part of the contract.	Must	

<b>3. Data Security</b>	Data must be kept secure in line with Data protection act and contractual agreements. System must be password protected and based on user privileges.  Supplier staff with access to the system must be security cleared to Baseline Personal Security Standard.	Must	General Data Protection Regulation compliant
<b>4. System availability</b>	System should be available 24/7.	Should	Maintenance slots for patching and updates to be agreed with FSA IT.
<b>5. System Support</b>	The system should be supported by the service provider.	Should	Support does not need to match system availability. Support required Monday – Friday 0800 to 1730.  Support will include bug fixes, security updates and software patches etc.
<b>6. Backups</b>	Solution must be backed up with a schedule agreed with FSA IT.	Must	Supplier should provide a backup solution along with hosting and support  Backup schedule requirements and resolution times to major issues to be agreed with FSA IT as part of the contract.
<b>7. Performance</b>	The solution should allow multiple users to upload training courses/participate in training simultaneous without a drop in performance	Must	
<b>8. Collaboration</b>	The system must allow for all users to work/upload files into the system at the same time	Must	
<b>9. Access Controls</b>	The system must support single sign-on from users' Azure AD accounts	Must	
<b>10. Access Levels</b>	The system must allow for differing access levels; enabling access to be restricted to certain employees.	Must	System administrators, users, read only users etc.

<b>11. Access Location</b>	FSA staff and all system users are not all office based, therefore they must be able to access the system via an internal network, WiFi (external) or mobile network (3/4G).	Must	Cloud based solution should allow for this.
<b>12. Access Devices</b>	Solution should allow all users to access it via a number of varying media devices such as a laptop, iPad, Mobile Phone.	Must	
<b>13. User Scalability</b>	New staff/members can be added to the system, old ones can be removed.	Must	
<b>14. Services Scalability</b>	The ability to add/increase or remove/decrease the number of services available	Must	
<b>15. Customisable</b>	The solution should be customisable to allow for changes to requirements in the future.	Should	
<b>16. Audit trail</b>	An audit log of changes to the system, who has logged, updated and removed information, along with users access dates/times	Must	Audit logs should be kept for a minimum of 6 months.  Administrators need the ability to keep audit logs for longer if required.
<b>17. Notification format</b>	Notifications to be presented in a user-friendly format.	Must	The notifications must provide a summary of the communication and a link to the detailed communication document if required by user. Notifications to be worded by the FSA.
<b>18. Passwords</b>	The FSA system administrator must be able to set up and configure User accounts based on the latest password guidance published by the National Cyber Security Centre.	Must	<a href="https://www.ncsc.gov.uk/guidance/password-guidance-simplifying-your-approach">https://www.ncsc.gov.uk/guidance/password-guidance-simplifying-your-approach</a>
<b>19. Data Ownership</b>	Content will be owned by FSA	Must	The FSA owns the data/content within the system. This cannot be used without FSA approval. When contract

			expires the FSA will be provided with all data.
<b>20. Information Date Stamp</b>	All information uploaded to the system will be automatically date stamped, assisting with archiving/searching.	Must	
<b>21. Data Archiving</b>	Administrators should have the ability to archive old training courses.	Must	
<b>22. Content Management</b>	The ability to manage content that has been uploaded to the solution.	Must	Add, edit, delete. Add and amend metadata, file formats etc.
<b>23. Accessibility Standards</b>	Solution must meet <a href="#">WCAG 2.1</a> minimum level 'AA' accessibility standards.	Must	

### Technical Specification

Description	Purpose	Priority	Include
<b>1. Cloud Based</b>	Solution must be available as either Software or Platform as a Service.	Must	See #2, #3 Hosting for further info
<b>2. Hosting</b>	Solution must be hosted in a public cloud environment	Must	
<b>3. Hosting Location</b>	Supplier needs to inform FSA where the data will be hosted.	Must	If hosted outside of the UK agreement from FSA's SIRO will be required
<b>4. System Access</b>	The solution must be accessible to approved users both Internal and External to the FSA.	Must	
<b>5. System Interface</b>	A one-way link between the solution and iTrent (FSA HR system) to update training/learning records within iTrent	Could	
<b>6. Client Compatibility</b>	Solution must be compatible with Windows 10 and Microsoft Office 365. All browser-based functionality must be fully compatible with google chrome and should be fully compatible with Microsoft Edge	Must	See Architecture Fit below

## Architecture Fit

The Food Standards Agency operates in a LAN/ WAN environment with a cloud-based infrastructure in Microsoft Azure and a number of branch offices. There are also a significant number of remote workers, accessing services over the Internet and via a secure VPN.

FSA systems are predominantly Windows based and solutions need to be compatible with the current Microsoft Application set. A solution that integrates directly with Office 365 is preferred.

Unless stated otherwise in this document, FSA data has a security classification of UK Official.

## Dependencies

Other projects

Currently the FSA are undertaking the following projects which may have interdependencies with this piece of work.

**EU Exit** – Following the UK's decision to leave the EU there is potential for changes to the way that Local Authorities operate and rules/regulations that are adhered to.

**Regulating our Future** – To achievement the FSA's strategic goal of 'Food We Can Trust' a fundamental redesign of our regulatory role and the way in which regulation is delivered for the benefit of consumers is required. The Future Delivery Model programme will look at how our regulatory role will deliver our goal of 'Food we can trust'

**Being a Data Driven Organisation** – A sustainable commitment to Open data and exploitation of data in meeting many different types of business need e.g. operational efficiency, scientific research, consumer insight.

## Learning Pool Clarification Responses Dated 12/11/19:

1.1 Implementation			
	Question	Description	Response
1.1.1	1.	(*) Outline the approach you would take to deliver a live LMS within the FSA?	Our implementation process is broken down into four clear phases. Discovery - where we understand as much about your requirements as possible, Design and Build - This is when we begin the specification, design and construction of your solution and check in with you at various points to ensure we are meeting your requirements, Deployment - A short phase where the project is signed off and finally Go live with support - We launch the system to users with our support team on hand to ensure

1.1.2	2.	(*) Estimate the mobilisation timescales required from the point of contract award to the commencement of the project.
1.1.3	3.	(*) Estimate the implementation timescales for the project.
1.1.4	4.	(*) How would you ensure you work collaboratively with the FSA throughout the implementation process?
1.1.5	5.	(*) Please describe your project management approach that will be utilised during implementation include any regular governance meeting and any progress reporting that will be produced.

that everything runs smoothly.
This can vary depending on the time it takes for you to review our terms and conditions, however we would estimate this at three to four weeks.
Our standard implementation timescale is eight to twelve weeks depending on the complexity of the project. As our solutions are designed to meet the needs of each individual client and their learners we ensure that we get the implementation right first time in order to make the launch a success.
Learning Pool offers an unrivalled level of support including access to our technical support desk which is available 8am - 8pm Monday to Friday and 9am - 5pm Saturday, Sunday and Bank Holidays 363 days a year. Each customer also gets a dedicated Learning Consultant who will work with you and act as your learning expert to help shape the process. They will be onsite with you at least every three months and will work with you to ensure you meet your goals as your requirements develop over time.
Our project management process for an LMS implementation is largely Waterfall-based, with sign off of design and requirements occurring in accordance with the stages outlined in our implementation process overview. We are flexible however, so effective communication between our team and yours is incredibly important. Our Project Manager will keep you informed throughout, with weekly updates on your project's development, for your feedback. On this basis, we will seek continuous input from your project lead throughout, and we will explain the options available and the implications of any decisions at each point.

1.1.6	6.	(*) What initial training will you offer the FSA administrators?	<p>Upon completion of development, but prior to launch of your solution, your Learning Consultant will provide on-site coaching for your administration team if possible. This would mean a half day session with your team, covering core administrative functionality and focusing on any areas that you would like to understand in-depth. While we understand that the FSA anticipate having a team of 20 administrators, we only provide this type of site-admin ("superuser") training to groups up to 10. Nonetheless, we believe this is the right approach as we would recommend having no more than 10 administrators of this level. Of course, your additional admins are still important, however we believe these will likely not require full site-administration permissions, but instead user and content management permissions. As such, our training for your core team of site-admins, would provide coaching on how to enable your wider admin team. All of your full admin team would also be supported by the wealth of training on The Academy, our own free LMS and hub of all information on how to use your LMS. The Academy includes training on all LMS administration functions, course and content management, use of features such as programs and seminar and much, much more. You will be introduced to the Academy by your Learning Consultant.</p>
1.1.7	7.	(*) How would you measure / evidence a successful implementation?	<p>At Learning Pool, we measure the success of all of our projects by how well they achieve the customer's business objective for the solution. This means that, we would maintain and increase the quality of our delivery over time through honest analysis of whether we are achieving project objectives.</p> <p>Results we commonly aim to achieve for our customers include:</p> <p>Cost savings through efficiencies in learning strategy by using digital solutions.</p> <p>Example: The facilities management</p>



			<p>organisation Atalian Servest partnered with Learning Pool to create a more engaging theme, "Servest Street", with which to deliver a range of digital learning to their network of 55,000 global employees; increasing uptake and significantly reducing the costs of face to face training interventions. Within 6 months of launch, learners had completed 5383 courses and watched over 2000 micro-learning videos through Servest Street, saving an estimated £161,000.</p> <p>Behavioural change as a result of effective learning deployment.</p> <p>Example: Hotel chain Jurys Inn wanted to reduce employee turnover by improving the consistency of the training they provided to new employees. Jury's partnered with Learning Pool to create their "Grow Online" portal and make it the go-to place for all things learning and development. Grow Online is made available to learners even before they start their new job so that they grow their awareness of the culture, values and their job from day one. Once on board, Grow Online continues to support new team members through a six month "BELONG" induction and, after that, provides learning pathways specific to individual needs, role, skill-set and ambitions. Jury's Inn have now seen tangible reductions in new starter attrition thanks to the effectiveness of the overall induction learning experience.</p>
<b>1.2 Technical</b>			
	<b>Question</b>	<b>Description</b>	<b>Response</b>
1.2.1	1.	(*) Does your product meet accessibility standards WCAG 2.1 minimum 'AA'.	Yes
1.2.2	2.	(*) Please provide specifics of the hosting environment	Hosting is provided through Amazon web services with data centres based in the UK. This also includes the back up data centre.



1.2.3	3.	(*) How will you ensure your solution is compatible with the existing FSA end user devices?	Our LMS is designed to work on any device without having to download and app or access any additional functionality. The site will automatically optimise to fit the screen type and re-order itself to ensure that there is no loss of functionality.
<b>1.3 Support &amp; Maintenance</b>			
	<b>Question</b>	<b>Description</b>	<b>Response</b>
1.3.1	1.	(*) What support will you provide and how can this be accessed?	Learning Pool provide "end user support" which means that any learner with a log in for your system can get in touch with us directly. This will save a significant amount of time for your learning department. The support team can be contacted by phone or by email. We can also provide feedback to you on common questions being asked through our customer portal. This will allow you to review recurring issues and make changes accordingly.
1.3.2	2.	(*) During what times will this support be available?	Technical support is available 8am - 8pm Monday to Friday and 9am - 5pm Saturday, Sunday and Bank Holidays. The support desk is available 363 days a year.
1.3.3	3.	(*) What are your standard Service Levels for the support you provide?	Please refer to the attached SLA document
1.3.4	4.	(*) What would be the process for any changes to support requirements in the future?	Learning Pool's support SLA and services are uniquely comprehensive in how we provide first-line support for end-users and your administration team alike. Additionally, our Learning Consultant model means that your learning team have a point of contact outside of our support team in the case of any unusual queries or challenges. Thanks to this level of support we provide, we very rarely receive requests to change our support model, however if the FSA did find a need for additional support, this would be discussed with your Learning Consultant and could be met either with a one-off project to provide further training or services, or alternatively

			your LC may propose an adjustment to your subscription to allow further or different support from us.
1.3.5	5.	(*) What standard maintenance and patching will be provided?	As part of our offering, we provide all patches, bug fixes and upgrades free of charge as part of our solution. Updates are rolled out on a bi-weekly basis with release notes supplied via our customer portal.
<b>1.4 Functional Specification</b>			
	<b>Question</b>	<b>Description</b>	<b>Response</b>
1.4.1	1.	(*) Please confirm that your proposed solution meets all the 'Must' specifications in the IT Requirement Specification document.	Yes
1.4.2	2.	(*) Please describe how you will provide training for up to 20 FSA administrators in use/administration of the system.	<p>Upon completion of development, but prior to launch of your solution, your Learning Consultant will provide on-site coaching for your administration team if possible. This would mean a half day session with your team, covering core administrative functionality and focusing on any areas that you would like to understand in-depth.</p> <p>While we understand that the FSA anticipate having a team of 20 administrators, we only provide this type of site-admin ("superuser") training to groups up to 10. Nonetheless, we believe this is the right approach as we would recommend having no more than 10 administrators of this level. Of course, your additional admins are still important, however we believe these will likely not require full site-administration permissions, but instead user and content management permissions. As such, our training for your core team of site-admins, would provide coaching on how to enable your wider admin team.</p> <p>All of your full admin team would also be supported by the wealth of training on The Academy, our own free LMS and hub of all information on how to use your LMS. The Academy includes training on all LMS</p>

			administration functions, course and content management, use of features such as programs and seminar and much, much more. You will be introduced to the Academy by your Learning Consultant.
1.4.3	3.	(*) Can the user interface of your recommended solution be amended to replicated the FSA branding?	Yes, this design of our solution to meet visual and branding requirements of the FSA would be completed during our implementation process.
1.4.4	4.	(*) Describe the standard reporting functionality provided by your proposed solution.	<p>Totara Learn comes with 35 out of the box reports which can be used by administrators to generate management information, and administrators have the ability to either edit existing reports or create brand new bespoke reports from scratch. Reports can be easily created on items such as course completion by organisational unit, job role and completion status.</p> <p>The Report Builder allows permitted users to create new ad hoc reports via a dedicated and intuitive user interface. Since the report builder allows an organisation to create its own reports based upon standard "report sources", there are few limits to the types of management information that can be extracted from the LMS. Typically, most of our clients are interested in Course and Competency completion, usage statistics and Compliance across sections of the organisation - all of which the report builder provides in customisable reports.</p>
1.4.5	5.	(*) Provide details of any dashboard functionality available within your solution.	Members of different Audiences can be presented with custom landing pages/dashboards and navigation menus. "Dashboard" pages are highly customisable pages that can be presented to all users, specific audiences and individuals. FSA administrators with the necessary permissions are able to customise the content of these pages, including imagery, text, embedded content such as videos, buttons (e.g. with hyperlinks) and more. Dashboards can also surface any graphical

			or tabular reports built in the Report Builder, to create custom report dashboard pages for different management and admin user groups.
1.4.6	6.	(*) How are new users created within the solution? Is this a manual process managed by FSA appointed system administrators or can this be automated?	We have proposed a Data-IN integration alongside the required Data-OUT link to send data to your HR system. This would enable your HR System to send staff information to the LMS to create, update or suspend accounts. As such, this would automate the creation of users in the LMS, for example new starters. As part of the Data IN implementation, we would also complete an initial bulk import and creation of users in the LMS using records from your HR system. Users can also be created manually if required.
1.4.7	7.	(*) Describe the process for system administrator to create new training material.	Training is added to the LMS through the creation of "Courses", which can contain quizzes, documents, training events such as classroom sessions and SCORM e-learning modules, amongst other activities. Our LMS includes a dedicated "Course Wizard" for the creation of these courses, speeding up the process of adding new material to the platform. Creating a course is therefore as simple as adding its details, visibility settings and content. Inclusion of a SCORM module for example can even be done by dragging the SCORM file into the course window during setup. Learning Pool have also included our Adapt Builder authoring tool in our proposal, for the creation of SCORM modules from scratch. Adapt Builder is an easy-to use tool that creates fully mobile-responsive e-learning, which can incorporate a wide range of component types, such as text, images and interactions, along with FSA branding.
1.4.8	8.	(*) Can you support the migration of c30 existing captivate videos onto the	Yes a large number of our customers use tools such as captivate to create content and this can be uploaded and accessed

		solution.
1.4.9	9.	(*) How does your solution support end-user self-service?
1.4.10	10.	(*) Describe how your solution will support learning evaluation to collect feedback on each course.

through our LMS platform.

The LMS is streamlined to ensure that each learner only sees the information that is relevant to their own "audience." This can be based on their job role, location, qualifications or any other information collected against the user. Learners also get access to their own personal dashboard which clearly state what they have completed, what they need to do next and anything approaching it's due date. They will also be sent notifications by email to remind them of any outstanding tasks.

Learning activities that are created in SCORM with assessments will automatically feed the grading back into the LMS and store them against the users record. Each course page in the solution can also have an assessment added as an activity which needs to be completed with the required pass grade before the course can be marked as completed.

## Learning Pool further Clarification Responses dated 28/11/19:

1) Half a day admin training doesn't seem very much. Do you find this enough with other customers and what additional support can you provide afterwards?

If required, we propose to increase this training provision to a full day for Admin training during implementation and another full day a number of weeks following go-live, to run through any issues that the FSA team may have found during the first few weeks. With the vast majority of our customers we find that half a day of training is adequate time to provide coaching on the use of the LMS for an administration team. Of course, this is largely thanks to the level of support that we provide to your Admin team (and end users) via our customer success helpdesk. Following your training, you are able to call our desk to answer any further queries during our opening hours. Our customers may also use the information available to Administration teams on our Academy portal.

2) End users can report problems directly to Learning Pool, How do the FSA admin team get notified of these and if the issues lies with our learning content how do these get handed over to the FSA to resolve (email?)

End users can report problems directly to Learning Pool, How do the FSA admin team get notified of these and if the issues lies with our learning content how do these get handed over to the FSA to resolve (email?) Via the Customer Portal on our Incident Management System, the FSA Admin team will have the ability to see all support queries received related to their platform, including their status, how long it has taken us to deal with them, and any that are outstanding. As such, any that must be dealt with by the FSA rather than by our support team will be triaged and allocated as such, with details of the support ticket handed over by our team.

3.) The panel were not clear on your response to question 1.4.10. Could you please add more detail

Ref: "Describe how your solution will support learning evaluation to collect feedback on each course."

There are a number of ways that courses can be evaluated in our LMS, including through assessment as described in our response. However, additional means of collecting learner feedback specifically, can include through "happy sheet" feedback forms in the course page and course ratings. Feedback forms can be set to prompt a learner to give their evaluation of the course on completion, or also at delayed intervals if required. Course rating (1-5 stars for example) can be made available to learners on any course. These can both be used together or separately. Feedback evaluation responses for a course can be reported upon by an Administrator or user with appropriate permissions and ratings by course can be reported upon using the report builder.

4.) Your proposal states that there is an implementation cost of £0 and an annual run cost (incl. licencing, hosting & maintenance and support) of £22,300 per year based on a 3 year subscription period. This opportunity under the CCS G Cloud 11 Framework which allows a maximum contract term of 2 years, however we will also include the maximum of 2 additional 12 month optional extensions. Given this will mean the contract will only commit the FSA to a 2 year subscription, with the option to extend up to a total of 4 years, are you able to confirm the pricing response you have provided will still be valid in these circumstances?

Yes, we can confirm that our pricing proposal would remain valid for a G-Cloud 2 year commitment with the optional extension of 2 years.

## Learning Pool Proposal dated 12/11/19:

### How we deliver

Our approach is to provide all the reliability of a 'normal' e-learning provider with the innovation of a start-up business and the creativity you get when you use open source and in-house communities.

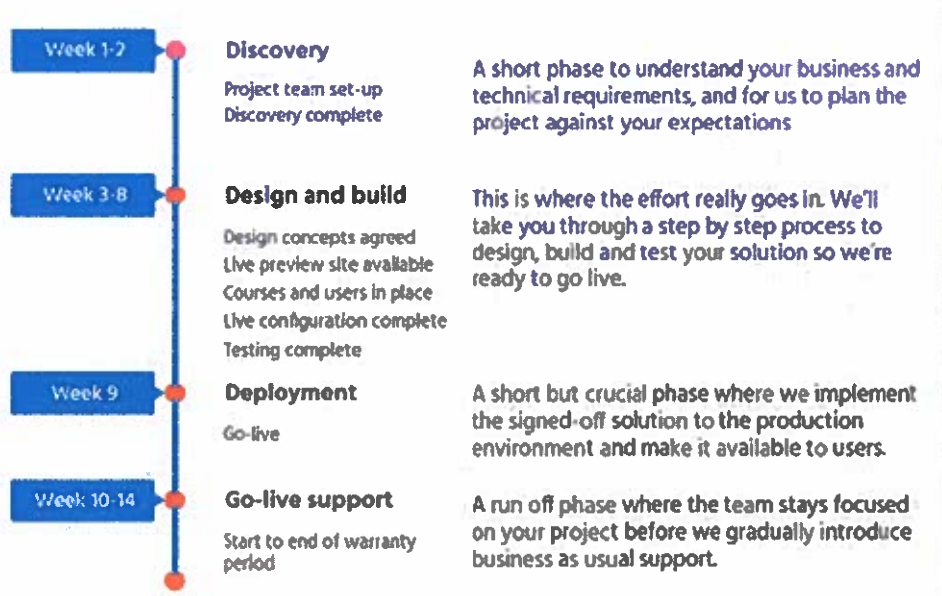
We call our approach 'Learning as a Service'. For customers this means:

- our flexible subscriptions are designed to suit specific requirements so your needs are always closely met
- we don't charge set up fees for our services and are passionate that there are no hidden extras and no nasty surprises in our offering
- our implementations are measured in days not months
- our service is fully supported, fully hosted, and fully managed by us so we have control over every element of the solution and can fix or improve it when it's required
- we make constant improvements with new features at no extra cost
- our support is designed to be high touch to ensure the success of the project
- we don't lock customers in – we use open source tools to deliver our service meaning customers can move to another supplier if they aren't happy
- we're cost effective – because we use a range of open source tools you are able to save up to 80% on the technology and focus your money on what matters, the success of the solution.

## Your Totara Implementation Plan

We'll aim to deliver an implementation plan that sees your site up and running in less than 8 weeks and fully complete in 12. Based on our experience of doing many similar projects we're confident we can achieve this and will provide a detailed project schedule as part of the discovery phase.

The diagram below gives an overview of the key milestones we'll achieve and when we'll hit them.



### Discovery phase

This stage establishes project teams, defines our ways of working and creates a final plan for the project. At this point we will discuss what you want from the LMS, how your users will log-in, what content you want to host and how your range of learning will work as a blend. Our Project Manager and Learning Consultant will advise on these too, based on their experience and solution expertise.

We'll carry out one onsite workshop at this stage, to capture and document your requirements for sign-off, to guide our design.

### Design & build

With discovery completed, this phase delivers design concepts of how your site will look, for a sense of how your branding will fit with the solution and how users will navigate the LMS. Your designs will be applied to a sandbox site to allow you to interact with functionality and make decisions around content with which you want to launch.

Our product specialists will be implementing decisions from the discovery phase about how learning is set up, how users access the system and reporting. Any bespoke requirements identified will also be run as mini projects at this stage. Finally, we will specify and provide templates for you to populate with user data, for upload to the LMS (if applicable).

## Communications

For projects like these, effective communication between the teams is incredibly important. Our Project Manager will keep you informed throughout, with weekly updates on your project's development, for your feedback.

We do need continuous input from your project lead throughout, and we will explain the options available and the implications of those decisions at each point.

## Testing

Critical testing of the system happens at various iterations through the design and build phase in the following ways:

- Our product specialists will test their work as they go;
- Our QA team will formally test the implementation on multiple devices;
- Our team will formally test the LMS end-to-end before your review;
- We recommend you carry out your own acceptance testing prior to launch.

## Deployment

When you're ready to launch we'll move the full implementation into the live environment following a brief final test of the solution for any last minute hitches.

## Go-live support

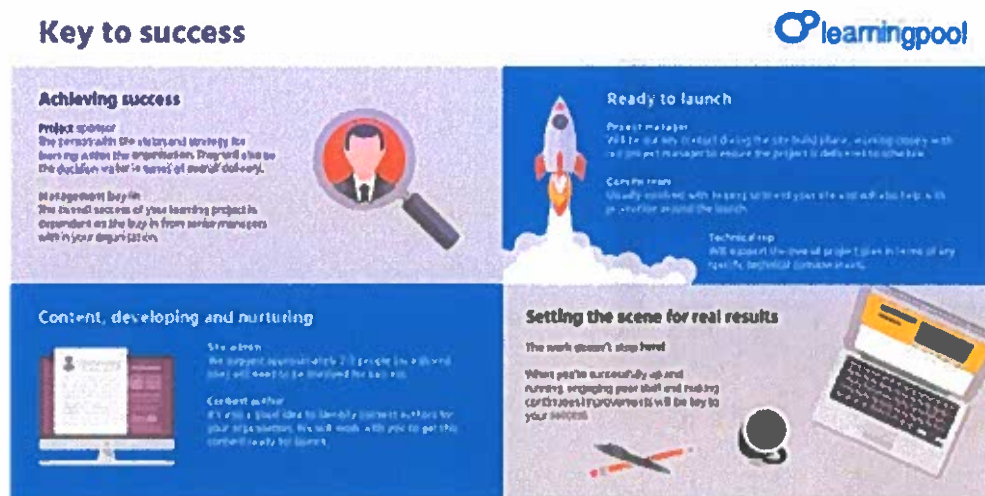
When we switch on the service, our warranty lasts for the next 30 days while our project teams remain engaged and deal with any teething issues as a high priority.

This step is really important to ensure you don't feel like you've been left alone. During the warranty phase your Learning Consultant will also begin discussions with you about long-term plans for your LMS, creating a seamless transition to business as usual where you'll be looked after by your Learning Consultant and Customer Success Team.



## Roles and responsibilities

Learning Pool wins awards for our LMS implementations, but this success is thanks to our collaboration with our customers. Our experience tells us that customers who are successful are those who have an active project team internally who can help us deliver quickly and make a real impact. The infographic below shows how this can work in practice.



We recommend you appoint a Project Sponsor to the project to own the delivery and champion our success. The Sponsor should have the authority to make decisions and help us if there are important choices to make. We'll expect the sponsor to secure senior management buy in to the project.

You'll also need a Project Manager to be hands on with the implementation and provide day to day input as we get up and running with the project. Your project manager will be able to make tactical decisions and take responsibility for communicating project progress to the Food Standards Agency

We recommend you have someone from your Technology Department available to the project with a defined role. This will help us identify any potential blockages early and put plans in place to overcome them so the user experience isn't compromised, especially across a disparate audience. This person should also be able to help with any integration points such as your HR system that we need to include in the scope of the project.

Your Comms team or equivalent will be important to help get the message out so we suggest this is a clearly defined role in your project team. Your comms people will be able to support the launch, champion the success and ensure great uptake.

## Training

Our experience tells us that the key to a successful implementation for customers is having a knowledgeable team on the customer side. We don't expect you to do all the work but when you know how the tools we use function best, you can ask the right questions and make better decisions based on your business needs. Firstly, we offer free onsite training for your administrators to get you up and running on how to manage and administer the site.



We also provide every customer with free access to the Learning Pool Academy, a MOOC style learning resource that helps customers get the skills they need to use our service when they need to, without having to go off site or wait for classroom training.

This blended programme of learning and resources supports you in getting the best out of your Learning Pool service and as been designed for LMS Administrators and Content Authors.

The Academy provides rich learning on topics such Including:

1. Learning Pool LMS administration
2. Seminar
3. Understanding learning design
4. Totara LMS administration
5. Authoring responsive e-learning using Adapt Learning

The Academy aims to:

1. Provide a flexible, just-in-time learning resource when and where you need it
2. Enable you to train more people/new starters quickly
3. Deliver consistent, high quality training
4. Enable you to learn by doing (using our tools to learn about them)
5. Support the roll out of new products & upgrades

## DATA Sync & Single Sign On

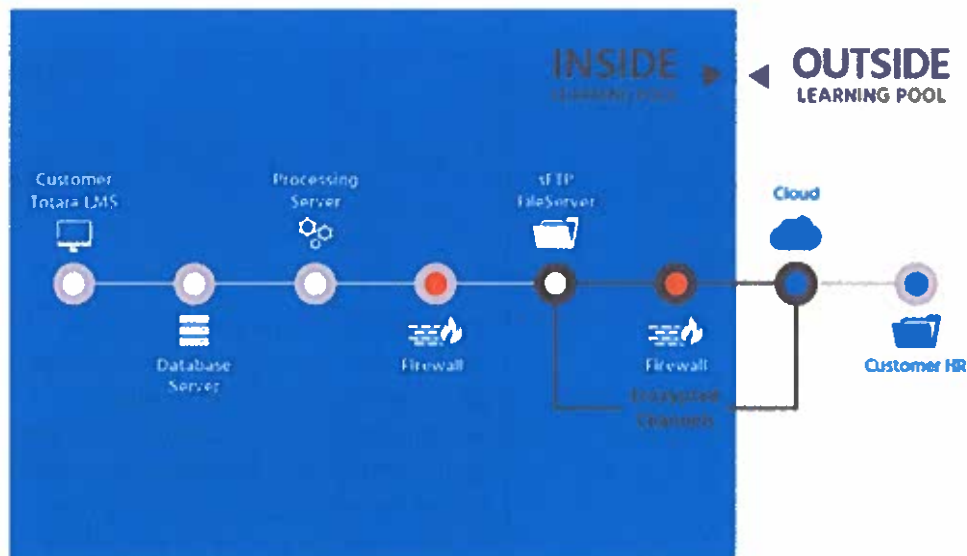
More often than not, we are getting requests from our existing customers, and potential customers like The Food Standards Agency around data integration and Single Sign On (SSO).

Should Learning Pool be the preferred supplier we would be happy to scope this out and feedback the best option depending on your requirements i.e. DATA Sync and SSO or one service.

We have completed 45 data in/out projects over the 12 months with systems such as iTrent, SAP and Oracle with many still ongoing.

Options range from uploading that CSV file via secure FTP and your HR system then requesting that file on a daily, weekly or monthly basis. If you need this integration to be a 2-way process, then we would look at using some web services to achieve these. Costs can be provided for each option as required.

Below is a diagram on this this process will work:



## 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:

2.1 Costs			
	Question	Description	Response
2.1.1	1.	(*) Please provide a cost for implementation of the solution, including initial training cost.	0
2.1.2	2.	(*) Please provide a cost for annual maintenance and hosting.	7141.6
2.1.3	3.	(*) Please provide a cost for any annual licences not covered under the annual maintenance charge.	4446
2.1.4	4.	(*) How would you cost future changes to the system after it has gone live.	Our roadmap of updates to our LMS solution will be provided free of charge as part of your subscription. Further configuration of the system to meet FSA requirements would be completed at the cost of the resource required for their implementation or may be possible to complete free of charge by the FSA team with support of your Learning Consultant.

### Fixed Annual Costs

Learning Pool Total	Annual cost for 1700 users
Set Up	No charge
Totara Licence Subscription	£4,446
Hosting, Maintenance & Updates	£7,141.60
Support	£10,712.40
<b>Total annual cost:</b>	<b>£22,300 per year</b>

### Optional Costs

Additional Services	Year 1	Subsequent year(s) annual cost
<b>DATA Sync from HR to LMS (Data In &amp; Out)</b>	£3,000	£1,500
<b>Single Sign On (customer installed)</b>	£2,000	£0
<b>Adapt Bullder x2 licenses</b>	£1,500	£1,500

## **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**

- 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)



- 8.42 to 8.48 (Conflicts of interest and ethical walls)
- 8.49 to 8.51 (Publicity and branding)
- 8.52 to 8.54 (Equality and diversity)
- 8.57 to 8.58 (data protection)
- 8.62 to 8.63 (Severability)
- 8.64 to 8.77 (Managing disputes and Mediation)
- 8.78 to 8.86 (Confidentiality)
- 8.87 to 8.88 (Waiver and cumulative remedies)
- 8.89 to 8.99 (Corporate Social Responsibility)
- 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 Parties acknowledge that they are required to complete the applicable Annexes contained in schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at schedule 7 of this Call-Off Contract.

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

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

### **3. Supply of services**

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

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

## **4. Supplier staff**

### **4.1 The Supplier Staff must:**

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully 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
- complete any necessary Supplier Staff vetting as specified by the Buyer

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach 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.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

## **7. Payment, VAT and Call-Off Contract charges**

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days

before the date on which the tax or other liability is payable by the Buyer.

- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed 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 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.78 to 8.86. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## **11. Intellectual Property Rights**

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
- rights granted to the Buyer under this Call-Off Contract
  - Supplier's performance of the Services
  - use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
- 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
  - buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
- 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
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

## **12. Protection of information**

### **12.1 The Supplier must:**

- 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 Protection of Sensitive Information and Assets 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/collection/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.

## **16. Security**

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 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 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 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 8.87 to 8.88 (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'.

<b>Manner of delivery</b>	<b>Deemed time of delivery</b>	<b>Proof of service</b>
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 in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start Date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 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 days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

## **24. Liability**

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
- **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.

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.

### **33. Data Protection Legislation (GDPR)**

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.57 and 8.58 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.57 and 8.58 are reproduced in this Call-Off Contract document at schedule 7

## Schedule 3 - Collaboration agreement

This Schedule is not applicable

## Schedule 4 - Alternative clauses

This Schedule is not applicable

## Schedule 5 – Guarantee

This Schedule is not applicable

## Schedule 6 - Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	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.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"><li>• 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</li><li>• created by the Party independently of this Call-Off Contract, or</li></ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.
<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	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.
<b>Confidential Information</b>	Data, personal data and any information, which may include (but isn't limited to) any: <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the GDPR.
<b>Crown</b>	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.
<b>Data Loss Event</b>	event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach
<b>Data Protection Impact Assessment</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	Data Protection Legislation means: <ul style="list-style-type: none"> <li>i) (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</li> <li>ii) (ii) the DPA 2018 [subject to Royal Assent] to the extent that it relates to Processing of personal data and privacy;</li> <li>iii) (iii) all applicable Law about the Processing of personal data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner .</li> </ul>
<b>Data Subject</b>	Takes the meaning given in the GDPR
<b>Default</b>	Default is any: <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in</li> </ul>

	<p>connection with or in relation to this Call-Off Contract</p> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>Deliverable(s)</b>	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
<b>Digital Marketplace</b>	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk/">https://www.digitalmarketplace.service.gov.uk/</a> )
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	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.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
<b>Employment Status Indicator test tool or ESI tool</b>	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: <a href="http://tools.hmrc.gov.uk/esi">http://tools.hmrc.gov.uk/esi</a>
<b>Expiry Date</b>	The expiry date of this Call-Off Contract in the Order Form.
<b>Force Majeure</b>	<p>A Force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> <li>• 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</li> </ul>

<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.11 together with the Framework Schedules.
<b>Fraud</b>	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.
<b>Freedom of Information Act or FoIA</b>	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.
<b>G-Cloud Services</b>	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.
<b>GDPR</b>	The General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The Government's preferred method of purchasing and payment for low value goods or services <a href="https://www.gov.uk/government/publications/government-procurement-card--2">https://www.gov.uk/government/publications/government-procurement-card--2</a> .
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
<b>Indicative Test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information Security Management System</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency Event</b>	Can be: <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> </ul>

	<ul style="list-style-type: none"> <li>a Schedule A1 moratorium.</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> <li>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</li> <li>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</li> <li>all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>the supplier's own limited company</li> <li>a service or a personal service company</li> <li>a partnership</li> </ul> <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
<b>IPR Claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 Assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
<b>Know-How</b>	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.
<b>Law</b>	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.
<b>LED</b>	Law Enforcement Directive (EU) 2016/680.
<b>Loss</b>	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.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.

<b>Management Information</b>	The management information specified in Framework Agreement section 6 (What you report to CCS).
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.
<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an Order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Personal Data</b>	Takes the meaning given in the GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the GDPR.
<b>Processing</b>	Takes the meaning given in the GDPR
<b>Processor</b>	Takes the meaning given in the GDPR.
<b>Prohibited Act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>◦ under the Bribery Act 2010</li> <li>◦ under legislation creating offences concerning Fraud</li> <li>◦ at common Law concerning Fraud</li> <li>◦ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the Government's high-performance



	network which helps public sector organisations work together, reduce duplication and share resources.
<b>Regulatory Body or Bodies</b>	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.
<b>Relevant Person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the Employment Regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement Supplier</b>	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).
<b>Security Management Plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
<b>Service Definition(s)</b>	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.
<b>Service Description</b>	The description of the Supplier service offering as published on the Digital Marketplace.
<b>Service Personal Data</b>	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.
<b>Spend Controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start Date</b>	The start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to

	the Call-Off Contract.
<b>Supplier Staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

## Schedule 7 - GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

### Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: informationmanagement@food.gov.uk
- 1.2 The contact details of the Supplier's Data Protection Officer are: sean.ward@learningpool.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<b>The Buyer is Controller and the Supplier is Processor</b>  The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:
Duration of the Processing	21/1/20-20/1/22 with the option to extend for a further 2 years.
Nature and purposes of the Processing	The system is UK hosted, Software as a Service solution with interfaces to our Active Directory and the nature of the processing is to store and report on individual's learning records. Other natures of processing could also include:  collection, recording, organisation, structuring, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.

	The purpose of the processing is to create training modules, provide on-line training to staff and record who has completed which training courses.
Type of Personal Data	name, grade, details of role and location and any other required details identified during LMS discovery phase and development
Categories of Data Subject	FSA Staff (including volunteers, agents, and temporary workers), external Local Authority staff who may have access to the system, Service Delivery Partner staff.
Plan for return and destruction of the data once the Processing is complete  UNLESS requirement under Union or Member State law to preserve that type of data	The data will be retained throughout the agreement and then destroyed upon expiry of the agreement

## **Annex 2 - Joint Controller Agreement**

**Not Applicable**