



Crown
Commercial
Service



Department
of Health &
Social Care

G-Cloud 12 Call-Off Contract

Incident Response Retainer Call-Off Contract Service Contract Ref: # 858

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

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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.

Digital Marketplace service ID number	997329294492567
Call-Off Contract reference	# 858
Call-Off Contract title	Incident Response Retainer Service
Call-Off Contract description	<p>Provision for retainer-based Incident Response Investigation Support service provides access to Context's NCSC accredited Specialist Cyber Incident Response team within guaranteed timeframes, ensuring experienced incident responders are on the ground when they are needed most. This service enhances and integrates with existing incident response plans.</p> <ul style="list-style-type: none">• NCSC/CPNI Cyber Incident Response (CIR) scheme certified• Specialist Cyber Incident Response service team• First responders, Cyber Incident Response Investigations• Telephone hotline available up to 24/7• Response times bound by Service Level Agreement• CREST and GIAC certified incident handlers and analysts• Threat intelligence led investigation capability• Forensic Investigations <p>Requirement for a NCSC CIR certified provider who has experience in handling incidents on CNI and has experience with</p>

	<p>Cloud and OT environments, and a supplier that is focused on T&T (and later NIHP) so the supplier can rapidly provide support to us.</p> <p>The threats include those from:</p> <ul style="list-style-type: none"> • Nation state threat actors – certain states will have a political / economic motivation for attempting to impact the UKs critical systems • Organised criminals – there is a vast amount of personal data and critical systems which could encourage criminals to attempt extortion demands via ransomware, and data breaches • Support the prevention of Hacktivists / 'script kids' – prevent targeting of web facing systems that may cause major disruptions.
Start date	01/04/2021
Expiry date	31/03/2022
Call-Off Contract value	£50,000.00 (Fifty Thousand GBP only) ex VAT
Charging method	Fixed price and Time & Material (SFIA Rate Card)
Purchase order number	TBC

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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

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

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

From the Buyer	Department of Health and Social Care – Test & Trace Buyer's main address: 39 Victoria Street London SW1H 0EU
To the Supplier	Accenture (UK) Limited 30 Fenchurch Street, London, EC3M 3BD Company number: 4757301
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Deputy Director – Security Operations – Test and Trace Department of Health and Social Care

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	<p>This Call-Off Contract Starts on 01 April 2021 and is valid for 12 months.</p> <p>The date and number of days or months is subject to clause 1.2 in Part B below.</p>
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 20 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 20 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-off Contract can be extended by the Buyer for 1 period(s) of up to 12 months each, by giving the Supplier 20 days written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 3: Cloud support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <p><u>Incident Response Retainer (NCSC CIR) (Context Information Security, an Accenture Company) - Digital Marketplace</u></p> <p><u>https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/92191/997329294492567-service-definition-document-2020-07-17-1052.pdf</u></p> <p>Provision for retainer-based Incident Response Investigation Support service provides access to Context's NCSC accredited Specialist Cyber Incident Response team within guaranteed timeframes, ensuring experienced incident responders are on the ground when they are needed most. This service enhances and integrates with existing incident response plans.</p> <ul style="list-style-type: none">• NCSC/CPNI Cyber Incident Response (CIR) scheme certified• Specialist Cyber Incident Response service team• First responders, Cyber Incident Response Investigations• Telephone hotline available up to 24/7• Response times bound by Service Level Agreement• CREST and GIAC certified incident handlers and analysts• Threat intelligence led investigation capability• Forensic Investigations• Requirement for a NCSC CIR certified provider who has experience in handling incidents on CNI and has experience with Cloud and OT environments, and a supplier that is focused on T&T (and later NIHP) so the supplier can rapidly provide support to us.

	<p>The threats include those from:</p> <ul style="list-style-type: none"> • Nation state threat actors – certain states will have a political / economic motivation for attempting to impact the UKs critical systems • Organised criminals – there is a vast amount of personal data and critical systems which could encourage criminals to attempt extortion demands via ransomware, and data breaches
Additional Services	N/A
Location	The Services will be delivered at the Buyer's offices at Department of Health and Social Care, 39 Victoria Street, LONDON, SW1H 0EU
Quality standards	<p>The quality standards required for this Call-Off Contract are:</p> <p>The Supplier shall at all times during the Call Off Contract Period comply with the Standards contained within this Contract. The Supplier shall at all times during the Call Off Contract Period provide the Goods and/or Services to meet or exceed the level of requirement stated in this contract.</p>
Technical standards:	<p>The technical standards used as a requirement for this Call-Off Contract are as per the Service Description and industry-wide acceptable standards.</p> <p>Incident Response Retainer (NCSC CIR) (Context Information Security, an Accenture Company) - Digital Marketplace</p> <p>https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/92191/997329294492567-service-definition-document-2020-07-17-1052.pdf</p>

Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>Services to be delivered as per the services required statement:</p> <ul style="list-style-type: none"> • in the Supplier's Service Definition • in the Service Description <p>https://www.digitalmarketplace.service.gov.uk/g-cloud/services/997329294492567</p>
Onboarding	N/A
Offboarding	N/A
Collaboration agreement	N/A

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed a sum equal to 120% of the Charges payable during the Call-Off Contract Term</p> <p>The annual total liability for Buyer Data Defaults will not exceed a sum equal to 120% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term</p> <p>The annual total liability for all other Defaults will not exceed a sum equal to 120% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term</p>
Insurance	<p>The insurance(s) required will be:</p> <p>a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</p> <p>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)</p> <p>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</p>
Force majeure	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.</p> <p>This section relates to clause 23.1 in Part B below.</p>

Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>List the required audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Granting access to the relevant site; and • Granting access to the appropriate people, documentation, data and systems.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes use of Buyer laptops.</p>


Supplier's information

Subcontractors or partners	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.

Payment method	The payment method for this Call-Off Contract is BACS transfer											
Payment profile	The first payment of [REDACTED] shall be made in advance upon the execution of the contract. For the rest of the payment, the Supplier shall invoice monthly in arrears.											
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.											
Who and where to send invoices to	Invoices will be sent to [REDACTED]											
Invoice information required	All invoices must include purchase order, project reference.											
Invoice frequency	Invoice will be sent to the Buyer monthly.											
Call-Off Contract value	The total value of this Call-Off Contract is £50,000.00 (Fifty Thousand GBP only) ex VAT.											
Call-Off Contract charges	<div>The breakdown of the Charges is<table><tr><td>[REDACTED] [REDACTED]</td><td>[REDACTED]</td><td>[REDACTED] [REDACTED] [REDACTED]</td></tr><tr><td>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</td><td>[REDACTED]</td><td>[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</td></tr><tr><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED] [REDACTED] [REDACTED]</td></tr></table></div>			[REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]	[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]
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[REDACTED]	[REDACTED]	[REDACTED] [REDACTED] [REDACTED]										

	
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Additional Buyer terms

Performance of the Service and Deliverables	As per Schedule 1: Services
Guarantee	NA
Warranties, representations	NA
Supplemental requirements in addition to the Call-Off terms	NA
Alternative clauses	NA

Buyer specific amendments to/refinements of the Call-Off Contract terms	NA
Public Services Network (PSN)	NA
Personal Data and Data Subjects	Annex 1 from schedule 7 is being used.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

1.5 Requesting IR Services under the Call-Off Contract




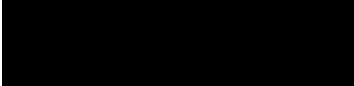
To engage Supplier to provide Services in relation to an incident, Buyer Authorized Personnel will contact Supplier through the phone number listed below. Following receipt of notification from Authorized Personnel, Supplier will schedule an initial triage call to agree next steps. Buyer acknowledges and agrees that Services will not commence until Buyer Authorized Personnel contact Supplier as described here and the parties have agreed to the engagement via email by Authorized Personnel or have executed a Work Order (with the template set out in Schedule 9).

Contact	Description
Buyer Authorized Personnel	Buyer Authorized Personnel shall be identified by the Buyer to the Supplier following Call Off execution as part of mobilization.

IR Services Contact Information	0800 082 0822

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name		
Title	Managing Director	Commercial Director
Signature		
Date	19 April 2021	Enter date 19/04/21

Schedule 1: Services

To be added in agreement between the Buyer and Supplier, and will be G-Cloud Services the Supplier is capable of providing through the Digital Marketplace.

The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:

[Incident Response Retainer \(NCSC CIR\) \(Context Information Security, an Accenture Company\) - Digital Marketplace](#)

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-12/documents/92191/997329294492567-service-definition-document-2020-07-17-1052.pdf>

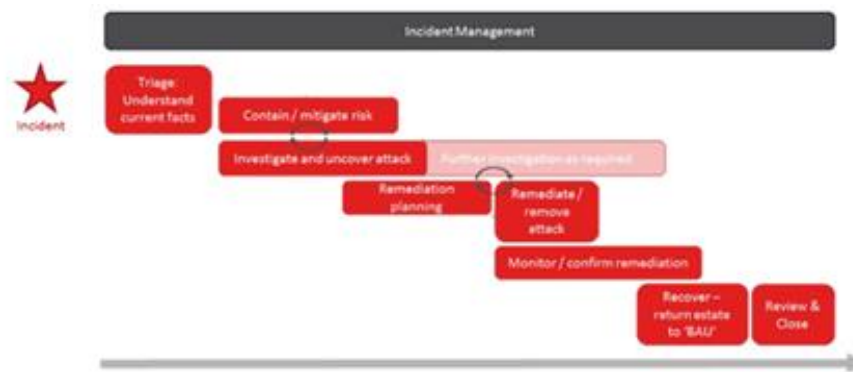
Provision for retainer-based Incident Response Investigation Support service provides access to Context's NCSC accredited Specialist Cyber Incident Response team within guaranteed timeframes, ensuring experienced incident responders are on the ground when they are needed most. This service enhances and integrates with existing incident response plans.

- NCSC/CPNI Cyber Incident Response (CIR) scheme certified
- Specialist Cyber Incident Response service team
- First responders, Cyber Incident Response Investigations
- Telephone hotline available up to 24/7
- Response times bound by Service Level Agreement
- CREST and GIAC certified incident handlers and analysts

- Threat intelligence led investigation capability
- Forensic Investigations
- Requirement for a NCSC CIR certified provider who has experience in handling incidents on CNI and has experience with Cloud and OT environments, and a supplier that is focused on T&T (and later NIHP) so the supplier can rapidly provide support to us.

The threats include those from:

- Nation state threat actors – certain states will have a political / economic motivation for attempting to impact the UK's critical systems
- Organised criminals – there is a vast amount of personal data and critical systems which could encourage criminals to attempt extortion demands via ransomware, and data breaches



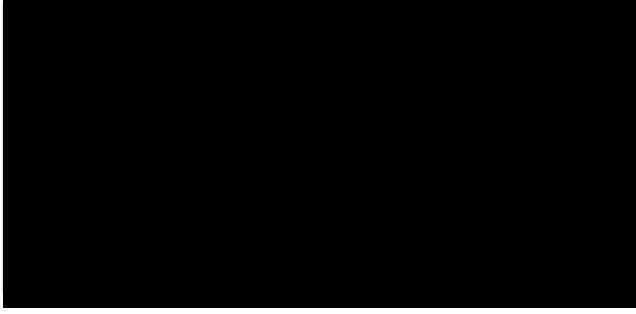
20210317_Accenture
_Request for Clarificat

Schedule 2: Call-Off Contract charges

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

[REDACTED]

[REDACTED]



Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link;

[G-Cloud 12 Customer Benefits Record](#)

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, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)

- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'

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

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer

4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.

9.8 The Supplier will be liable for the payment of any:

9.8.1 premiums, which it will pay promptly

9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:

11.5.1 rights granted to the Buyer under this Call-Off Contract

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:

11.6.1 modify the relevant part of the Services without reducing its functionality or performance

11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer

11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

11.7 Clause 11.5 will not apply if the IPR Claim is from:

11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract

11.7.3 other material provided by the Buyer necessary for the Services

11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data

12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body

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

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

12.2.1 providing the Buyer with full details of the complaint or request

12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions

12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)

12.2.4 providing the Buyer with any information requested by the Data Subject

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework> and
the Government Security Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and
Protection of Sensitive Information and Assets:
<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

13.6.6 buyer requirements in respect of AI ethical standards.

- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

- 15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.
- 15.2 If software needs to be converted before publication as open source, the Supplier must also provide the converted format unless otherwise agreed by the Buyer.

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
 - 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided
 - 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:
<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
 - 17.1.1 an executed Guarantee in the form at Schedule 5

17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee

18. Ending the Call-Off Contract

18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.

18.2 The Parties agree that the:

18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided

18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied

18.4.2 any fraud

18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:

18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so

18.5.2 an Insolvency Event of the other Party happens

18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry

19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires

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

19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it

19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer

19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.

19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

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

- Manner of delivery: email
- Deemed time of delivery: 9am on the first Working Day after sending
- Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message

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

21. Exit plan

21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.

21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
 - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
 - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
 - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:

22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

23. Force majeure

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

24. Liability

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

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

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

25. Premises

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
 - 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

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

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.

32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

Schedule 3: Collaboration agreement **NOT USED**

Schedule 4: Alternative clauses **NOT USED**

Schedule 5: Guarantee **NOT USED**

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).

Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.

Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	<p>Data Protection Legislation means:</p> <p>(i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time</p> <p>(ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy</p> <p>(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</p>
Data Subject	Takes the meaning given in the GDPR

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

Employment Status Indicator test tool or ESI tool	<p>The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here:</p> <p>https://www.gov.uk/guidance/check-employment-status-for-tax</p>
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.

Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.

Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.

Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.

Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

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

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 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.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none">• Full name• Workplace address• Workplace Phone Number• Workplace email address• Names• Job Title <p>Personal data will include names, contact details required to complete the purchase of software, cloud services and other Personal Data of Authority's customers, network users and general public users.</p>
Duration of the Processing	From 01 April 2021 – 31 March 2022
Nature and purposes of the Processing	Supplier is not in a position to determine whether Documented Instructions infringe the GDPR given the automated nature of the

	<p>Supplier's Services. However, in the unlikely event that Supplier does form an opinion that such instructions infringe the GDPR, it shall immediately inform Buyer of such an opinion, in which case Buyer is entitled to withdraw or modify its processing instructions and may terminate this Call-Off Contract in accordance with its terms.</p> <p>The nature of the Processing means any operation required to complete the administration and deployment of IR services.</p>
Type of Personal Data	<p>Name, address, date of birth, NI number, telephone number, pay, images, biometric data; Workplace address, Workplace Phone Number, Workplace email address, Names, Job Title, Personal data will include names, contact details required to complete the purchase of software, cloud services and other Personal Data of Authority's customers, network users and general public users.</p>
Categories of Data Subject	<p>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of the service.</p>
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	<p>Refer to Offboarding Section of this Call off Contract</p>

Annex 2: Joint Controller Agreement **NOT USED**

SCHEDULE 8

A reference to 'Accenture' below will be a reference to the Supplier.

A reference to 'Client' below will be a reference to the Buyer.

A reference to "Arrangement Letter" below will be a reference to this Call-Off Contract.

This Arrangement Letter is subject to the terms and conditions set forth below:

Incident Response Terms and Conditions

1. **Payment and Taxes.** Accenture will invoice Client monthly in arrears for the fees for that month, plus any applicable out-of-pocket expenses. Client shall make payment in full, without set off or deduction, within thirty (30) days of the date of invoice. Accenture shall be entitled to charge interest on invoices which remain unpaid for more than thirty (30) days, at a rate of 1% per month or the highest rate allowed by law, whichever is less. All Accenture fees and charges are exclusive of all taxes, including sales, use, value added, withholding and consumption taxes, and Client will be responsible for payment of all taxes in connection with the Arrangement Letter including withholding taxes and taxes incurred on transactions between and among Accenture, its affiliates, and third-party subcontractors. Each Party will be responsible for its own income, employment, and property taxes. The Parties agree to fully cooperate with each other to help enable each to accurately determine and reduce its own tax liability and to minimize any potential liability to the extent legally permissible and will provide to the other any tax exemptions or certifications reasonably requested. Client will reimburse Accenture for any deficiency relating to taxes that are Client's responsibility under this Arrangement Letter.

2. **Confidentiality.** Each party may have access to information (in any form) that relates to the other party and its activities which is identified by the disclosing party as proprietary or confidential would reasonably be understood to be confidential under the circumstances ("Confidential Information"). The receiving party agrees the Confidential Information may only be used in connection with the Services, and that it will protect the Confidential Information in a manner that it protects its own similar confidential information, but in no event using less than a reasonable standard of care. Access to the Confidential Information will be limited to Accenture and Client personnel (including such personnel employed by their affiliates which affiliates are owned in whole or in part by such respective party), the Party's legal advisors and subcontractors engaged in the performance, management, receipt or use of the Services under this Arrangement Letter, provided such parties are bound by obligations of confidentiality substantially similar to the terms of this Arrangement Letter. Without prejudice to Section 6, nothing in this Arrangement Letter will prohibit or limit either party's use of information (including, but not limited to, ideas, concepts, know-how, techniques, and methodologies): (i) previously known to it without an obligation not to disclose such information; (ii) independently developed by or for it without use of such information; (iii) acquired by it from a third party that was not, to the receiver's knowledge, under an obligation not to disclose such information; (iv) that is or becomes publicly available through no breach of this Arrangement Letter; and/or (v) to comply with a requirement under applicable law to release such information. In the event that a party is required to release Confidential Information under applicable law, such party will provide prior written notice to the other party where it is permitted to do so or will notify the other party as soon as practicable after it has made such required disclosure in any circumstances where it is not permitted to give prior notice. Within ten (10) business days of termination of this Arrangement Letter for any reason, each party will return or destroy any Confidential Information or Intellectual property belonging to the other party in its possession (subject to retaining copies of any information required for its internal recordkeeping requirements and subject to the terms of this Section 2). The parties' obligations with respect to Client Personal Data are governed by Section 4 below.

3. **Consent and Authorization.**

The following definitions apply to this Arrangement Letter:

Client Property: means computer systems; servers; technology infrastructures; telecommunications or electronic communications systems and associated communications; confidential information; data (including Client's Personal Data, employee identification, authentication or credential data user details and other sensitive information); assets; devices; intellectual property; and/or physical premises, that are used by the Client, its Employees, customers, or suppliers, whether owned or otherwise controlled by the Client or owned by a third party.

Access: means access, attempt to gain access to, collect, use, copy, monitor, move, connect, disconnect, modify, process, transfer and store.

Employee; means employees, contractors or other users under the control of the Client.

Consents: includes all necessary consents, permissions, notices and authorizations necessary for Accenture to perform the Services, including any of the foregoing from Employees or third parties; valid consents from

or notices to applicable data subjects; and authorizations from regulatory authorities, employee representative bodies or other applicable third parties.

The Client agrees and authorizes Accenture to:

- a) do all acts as necessary for the performance of the Services. including:
 - (i) Access Client Property;
 - (ii) physically connect, disconnect, install, update, upgrade, manage and operate equipment, tools and software on Client Property;
to the extent required to comply with law, share information or take such actions with respect to Client Property required by law enforcement authorities or regulatory authorities. In such cases Accenture will use reasonable endeavors to the notify the Client in advance, where it is permitted by such law enforcement and/or regulatory authorities to do so;
each as necessary for the performance of the Services set out in this Arrangement Letter;
- b) retain for its business purposes any indicators of compromise, malware, anomalies, or other metadata found as part of, or related to, the performance of the Services ("Metadata"). Accenture may analyze, copy, store, and use such Metadata in an aggregated, and de-identified manner.

Accenture is performing the cyber defence Services at Client's request and has no intention of committing any civil or criminal offense. Client agrees that no act or omission of Accenture arising out of or related to Accenture's provision of the Services and Deliverables or compliance with law, will be deemed to exceed the authorization set forth above.

Client represents, warrants and agrees that it has and will maintain all necessary rights, licenses, and Consents to authorize Accenture to perform the Services, Access the Client Property, and provide the Deliverables.

Each party shall be responsible for compliance with laws applicable to its business. Client shall be solely responsible for providing instructions or obtaining any necessary consents for Accenture to provide the Services in compliance with laws, including without limitation, any laws relating to network integrity or security or to data privacy or data protection.

4. Personal Data. The Services contemplated under this Arrangement Letter may necessitate Accenture gaining access to (or obtaining incidentally) Client Personal Data. Notwithstanding Section 2 above, this Section 4 and Annex C shall describe the Parties' responsibilities with respect to Personal Data. "Personal Data" means information relating to an identified or identifiable natural person. The types of Personal Data that may be processed by Accenture may include (depending on the incident): personal contact information such as name, business address, business phone number, home address, home telephone or mobile number, fax number, email address, and passwords, user ids, information concerning family, lifestyle and social circumstances including age, date of birth, marital status, number of children and name(s) of spouse and/or children; employment details including employer name, job title and function, employment history, salary and other benefits, job performance and other capabilities, education/qualification, identification numbers, social security details; financial details including bank account data, credit or debit card data, payment or purchase history, device identifiers (such as serial numbers, mobile phone UDIDs), Internet Web Universal Resource Locators (URLS) and Internet Protocol (IP) addresses, or any other Personal Data contained within the systems with respect to which the Services are provided. The Personal Data transferred may concern the following special categories of data: racial or ethnic origin; political opinions; religious or philosophical beliefs; trade union membership; data concerning health or sex life and sexual orientation; genetic data; and biometric data where processed to uniquely identify a person. The categories of data subjects involved may include any of Client's representatives, such as employees, job applicants, contractors, collaborators, partners, and customers of the Client.

5. Acceptance. All Deliverables (if any) will be deemed accepted if Client does not reject the Deliverables by providing written notice within ten (10) business days after delivery specifically identifying the manner in which the Deliverables fail to materially comply with their applicable descriptions in the Arrangement Letter. Client shall be responsible for determining whether the Services and Deliverables meet the Client's requirements or comply with any laws, regulations, policies or guidance to which the Client is subject. Client expressly acknowledges that it is ultimately responsible for assessing the applicability and relevance of the Deliverables, whether to take action based on the findings in any Deliverable, if any, or whether to implement any changes to Client's internal policies, systems or security measures based on such Deliverables.

6. Intellectual Property. Client shall retain ownership of its intellectual property rights, including patents, copyrights, know-how, trade secrets and other proprietary rights in materials provided to Accenture by Client under this Arrangement Letter ("Client IP"). Client hereby grants to Accenture, during the term of this Arrangement Letter, a non-exclusive, fully paid, worldwide, non-transferable, limited right and license to use and permit Accenture's affiliates to use the Client IP (and shall obtain any relevant consents and licenses required from any third parties), solely for the purposes of providing the Services, and any Deliverables. Rights in all intellectual property of Accenture existing prior to the Services, used in the Services, developed separately, or licensed to Accenture by third parties and used in the Services, and any enhancements or modifications to the same (including but not limited to the Metadata and Threat Intelligence), are and shall be the sole and exclusive property of Accenture ("Accenture IP"). Subject to final payment, Accenture will assign to Client right, title and interest in and to the Deliverables except for any Accenture IP incorporated therein. IP embedded in Deliverables may not be used separately or beyond the license rights noted above. Client hereby grants to Accenture a perpetual, transferable, worldwide, irrevocable, royalty-free, fully paid-up license to use, copy, modify and prepare derivative works of the Deliverables and any applicable intellectual property rights granted to Client under the foregoing paragraph with the right to sublicense the same. The Deliverables are intended for Client's own internal use only and not for any use by third parties and Accenture disclaims any liability that may arise out of any third party's review and/or use of such Deliverables. Subject to obligations of confidentiality in Section 2, each party will be free to use the concepts, techniques and know-how retained in the unaided memories of those involved in the performance or receipt of the Services. Accenture is not precluded from independently developing for itself, or for others, anything, whether in tangible or non-tangible form, which is competitive with, or similar to, the Deliverables provided and to the extent that they do not contain Client Confidential Information.

7. Warranties. Client represents and warrants that upon its execution, this Arrangement Letter will not materially violate any term or condition of any agreement that Client has with any third-party, and that the officer(s) or representative(s) executing this Arrangement Letter are authorized to bind Client to the terms and conditions hereof; and acknowledges and agrees that Accenture is performing the Services in reliance on Client's representations, warranties and agreement set forth in Section 3 and in the body of the Arrangement Letter. Accenture warrants that its Services will be performed in a good and workmanlike manner, in accordance with this Arrangement Letter. Accenture will re-perform any work not in compliance with this warranty brought to its attention within thirty (30) days after that work is performed. Accenture further warrants that upon its execution, this Arrangement Letter will not materially violate any term or condition of any agreement that Accenture has with any third party and that the authorized representative(s) executing this Arrangement Letter are authorized to bind Accenture to the terms and conditions hereof. The preceding are the only warranties concerning the Services, any Deliverables or materials or this Arrangement Letter, and are made expressly in lieu of all other warranties, conditions and representations express or implied, including any implied warranties of fitness for a particular purpose, merchantability, title, informational content, systems integration, non-infringement, interference with enjoyment or otherwise. Without limiting the generality or applicability of the foregoing, Accenture does not represent, warrant, or covenant that the services performed under this arrangement letter will: (a) detect or identify all security or network threats to, or vulnerabilities of Client's networks or other facilities, assets, or operations; (b) prevent intrusions into or any damage to Client's networks or

other facilities, assets, or operations; (c) return control of Client or third party systems where unauthorized access or control has occurred; or (d) meet or help Client meet any industry standard or any other requirements including the payment card industry data security standard. Notwithstanding the above, Accenture remains at all times obligated to provide the Services materially matching the description set out in Schedule 1, Services above, and in line with Good Industry Practice.

8. Indemnities. Each Party will indemnify and defend the other Party, its parents, subsidiaries, affiliates, successors, and their directors, officers, employees, agents and representatives, from and against any and all third party claims, including fines and penalties (and including interest and court costs) to the extent caused by a claim that a Party's IP or Deliverable provided pursuant to this Arrangement Letter (i) infringes that third party's copyright or trademark existing or patent granted as of the date of delivery in any country in which the Services are delivered or (ii) misappropriates that third-party's trade secrets. Notwithstanding anything to the contrary herein, the indemnifying Party will have no liability under this Section 8 to the extent that the alleged infringement or misappropriation was caused by: (I) modifications to any IP or Deliverable made by or on behalf of the receiving Party in a manner that causes the infringement; (II) use of any IP or Deliverable other than as permitted under this Arrangement Letter in combination with any products or services where such combination was not within the reasonable contemplation of the Parties; (III) the failure to use corrections or enhancements to the IP or Deliverable provided by the indemnifying Party; (IV) specifications or direction provided by the indemnified party. If any Accenture IP used in the Services or embedded in the Deliverable is, or is likely to be, infringing, Accenture will at its expense and option either: (i) procure the right for Client to continue using it; (ii) replace it with a non-infringing equivalent; (iii) modify it to make it non-infringing; or (iv) direct the return of the infringing IP or Deliverable and refund to Client the fees paid for it less a reasonable amount for Client's use of the IP or Deliverable up to the time of return. The foregoing sets forth the sole and exclusive remedies and Accenture's entire liability with respect to actual or alleged infringement or misappropriation with respect to IP and Deliverables. The indemnified Party must promptly notify the indemnifying Party in writing of the third party claim and provide the indemnifying Party reasonable cooperation and full authority to defend or settle the claim or suit; provided that such settlement does not impose any obligation (monetary or otherwise) on the indemnified Party (other than to cease using the infringing IP or Deliverable) without its consent.

9. Liability. Except for each party's obligations of indemnification set forth in Sections 3 and 8 of this Arrangement Letter, the sole liability of either party to the other (whether in contract, tort, negligence, strict liability in tort, by statute or otherwise) for any and all claims in any manner related to this Arrangement Letter will be the payment of direct damages, not to exceed (in the aggregate) an amount equal to the total fees received by Accenture under this Arrangement Letter. In no event will either party be liable for any consequential, incidental, indirect, special or punitive damage, loss or expenses. Unintended consequences are inherent in incident response services and Client acknowledges that, in the course of providing the Services there may be damage or loss caused to systems including without limitation business interruption, loss of data, loss of services or connectivity, loss of finances. In no event will Accenture be liable for any: (a) loss, damage or expenses arising from business interruption, lost business, lost revenue, lost profits or lost savings, loss or corruption of data, network, device or drive, loss of network connectivity; or (b) unauthorized third party access to networks or devices, user accounts, electronic communications, personal data, web and file transfer traffic, or inadvertent violations of regulatory regimes which Client is subject to, (c) loss (including, without limitation, any loss, in whole or in part, of the Client's insurance coverage) arising out or in relation to any advice, opinion, finding or recommendation concerning the identity (or potential identity) of the party responsible for the network compromise or data breach; or (d) any loss arising out of or in connection with any decision by Client's insurer to reject, refuse or deny in whole or in part a claim by the Client under its insurance policy (in each case whether direct or indirect).

10. Compliance. (a) Compliance with International Trade Controls Laws. Each party shall comply with all export control and economic sanctions laws (collectively, "International Trade Control Laws") applicable to its performance under this Arrangement Letter, including the use and transfer of any products, software, technology or services subject to this Arrangement Letter (collectively, "Items"). Without limiting the foregoing, neither party shall transfer or cause the other party to transfer any Items: (i) to any country or region subject to comprehensive economic sanctions (including without limitation Cuba, Iran, North Korea, Sudan, Syria, or the Crimea region of Ukraine); (ii) to any party in violation of applicable International Trade Control Laws; or (iii) that require government authorization to use or transfer without first obtaining: (a) the informed consent of the other party; and (b) the required authorization. (b) Anticorruption Laws. Each party acknowledges that it is familiar with and understands the provisions of the U.S. Foreign Corrupt Practices Act ("FCPA") and the U.K. Bribery Act of 2010 ("UKBA") and other applicable anti-corruption or anti-bribery laws ("Anti-Corruption Laws") and agrees to comply with such laws.

11. Termination. Either Party may, (i) upon giving thirty (30) days written notice terminate this Arrangement Letter for material breach unless the Party receiving the notice cures such breach within the thirty (30) day period or (ii) upon [5] days' notice for its convenience. If this Arrangement Letter is terminated, Client will pay Accenture for all Services rendered and expenses incurred prior to the date of termination. All provisions of this Arrangement Letter which are by their nature intended to survive the expiration or termination of this Arrangement Letter will survive such expiration or termination.

12. Excuse. Neither Party will be liable for any delays or failures to perform due to causes beyond that Party's control (including a force majeure event). Without limiting the foregoing, to the extent Client fails to perform one or more responsibilities described in this Arrangement Letter, Accenture shall be excused from failure to perform any affected obligations under this Arrangement Letter and in the event of delay, be entitled to a reasonable extension considering the circumstances. Each Party will notify the other Party as promptly as practicable after such Party becomes aware of the occurrence of any such condition.

13. Relationship and Non-Solicitation. Each party is an independent contractor and does not have any authority to bind or commit the other. Nothing in this Arrangement Letter will be deemed or construed to create a joint venture, partnership, fiduciary or agency relationship between such parties for any purpose. Neither party will solicit, offer work to, employ, or contract with, directly or indirectly, any of the other party's or its affiliates' employees during their participation in the Services or during the twelve (12) months after the termination of this Arrangement Letter. However, this restriction will not apply to employees who independently respond to indirect solicitations (such as general advertisements) not targeting such employees.

14. References. Neither Party will use the other Party's name outside its organization without prior express written consent of the other Party, which consent may be withheld in its sole discretion.

15. Assignment. Neither Party may assign this Arrangement Letter (other than, upon written notice, to a Party's subsidiary or affiliate under common control) without the prior written consent of the other, which consent will not be unreasonably withheld or delayed. This Arrangement Letter shall be binding on each Party's permitted assignees.

16. Miscellaneous. This Arrangement Letter sets forth the entire understanding and supersedes all prior discussions, agreements, arrangements and communications between them with respect to its subject matter. If a court of competent jurisdiction finds any term or provision of this Arrangement Letter to be invalid, illegal or otherwise unenforceable, such term or provision will not affect the other terms or provisions of this Arrangement Letter and will be deemed modified to the extent necessary, in the court's opinion, to render such term or provision enforceable while preserving to the fullest extent permissible, the intent and agreements of the parties set forth in this Arrangement Letter. No waiver or modification of any provision of this Arrangement Letter will be effective unless it is in writing and signed by authorized representatives of the party against which enforcement is sought. The delay or failure by either party to exercise or enforce any of its rights under this Arrangement Letter is not a waiver of that party's right to later enforce those rights, nor will any single or partial exercise of any such right preclude any other or further exercise of these rights or any other right. Any notice provided under this Arrangement Letter will be in writing addressed to such party at the address set forth in this Arrangement Letter or upon electronic delivery by confirmed means. There are no third-party beneficiaries to this Arrangement Letter.

17. Applicable Law and Disputes. This Arrangement Letter shall be governed by and construed in accordance with the laws of the England. The Parties will make good faith efforts to resolve within 30 days any dispute in connection with the Agreement by escalating it to higher levels of management. Each Party irrevocably submits to the jurisdiction of the courts of England in respect of any litigation relating to the Agreement.

SCHEDULE 9 - Template Work Order

WORK ORDER NUMBER: XX

This Work Order is made as of [date] ("Work Order Effective Date") between Supplier and Buyer, and is entered into under and incorporates the terms of the Call-Off Contract executed between the parties with an Effective Date of [date]. This Work Order describes the Services to be provided during the Work Order Term to assist the Buyer in the investigation of a security events or perceived security threat within the Buyer's IT systems to attempt to determine the nature of the security incident and recommend mitigation strategies and countermeasures. Unless otherwise indicated capitalized terms in this Work Order shall have the meaning given to them in the Agreement.

1. **TERM**

This Work Order has effect from the Work Order Effective Date and shall continue for a period of [***to be inserted***] unless terminated sooner in accordance with the provisions of the Agreement ("**Work Order Term**").

2. **IR SERVICES TO BE PROVIDED**

Supplier shall provide [the Services described in the Order Form of the Agreement in relation to Buyer's [name of or description of incident] [the following Services: [***to be inserted***]

3. **DELIVERABLES TO BE PROVIDED**

Supplier shall provide the following Deliverables: [***to be inserted***]

4. **CHARGES**

[***to be inserted***]

EXECUTION

The Parties have hereby executed this Work Order by their authorized representatives as of the Work Order Effective Date:

For and on behalf of **Accenture (UK) Limited** by:

Signature: _____

Print Name: _____

Position: Managing Director

For and on behalf of [**Buyer**]:

Signature: _____

Print Name: _____

Position: _____

