



G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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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.

Platform service ID number	432990539652357
Call-Off Contract reference	W127690
Call-Off Contract title	Omnichannel Marketing System
Call-Off Contract description	Provision of omnichannel marketing services in to form of software as a service
Start date	1 October 2024
Expiry date	30 September 2027
Call-Off Contract value	£38,764.60 excluding VAT and any applicable overages The total value of this contract (if extended) is £50,747.80 excluding VAT and any applicable overages
Charging method	Invoice 30-day invoice terms. BACs payment for all invoice values
Purchase order number	To follow

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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 Services 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	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY
To the Supplier	Dotdigital EMEA Limited No 1 London Bridge, London Bridge, London, SE1 9BG Company number: 03762341
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Officer

Name: [REDACTED]

Email: [REDACTED]

For the Supplier:

Title: Account Executive

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

<p>Start date</p>	<p>This Call-Off Contract Starts on 1 October 2024 and is valid for 36 months.</p>
<p>Ending (termination)</p>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 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 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<p>Extension period</p>	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 1 month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</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>

	may become chargeable. Please see below Schedule 2.
Additional Services	Not applicable
Location	The Services will be delivered to the Buyer via access to the Supplier's SaaS platform.
Quality Standards	The quality standards required for this Call-Off Contract are as specified in the Supplier's terms and conditions in the Service Documents.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as specified in the Supplier's terms and conditions in the Service Documents.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as specified in the Supplier's terms and conditions in the Service Documents.
Onboarding	<p>The onboarding plan for this Call-Off Contract is as set out below:</p> <p>To users get started, dotdigital provides all customers with access to a dedicated project manager, training, and a wealth of knowledge and guidance which is available in the extensive Help centre and Training Hub.</p> <p>A simple account setup can be completed within a couple of weeks, however exact timescales will depend on the complexity of your account and the level of integration required. Upon signing your contract with us, you will receive an onboarding Scope of Works document, that sets out exactly what will be delivered to fulfil the service agreement between your business and dotdigital.</p>

Offboarding	<p>The offboarding plan for this Call-Off Contract is set out below:</p> <p>Where a Call-Off Contract is terminated by either party before the end of the initial term or then-current extension period (except where terminated by the Buyer due to a material breach of the Call-Off Contract by the Supplier), all remaining Charges for the initial term or then-current extension period (as applicable) shall be immediately payable.</p>
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	<p>Following termination: (a) the Supplier shall have no obligation to retain any Buyer data. If the Buyer wishes to export any data, it should do so prior to the effective date of termination. Where the Buyer requires the Supplier to export any data on its behalf a charge may be applied for this additional service; (b) the Buyer shall immediately cease using the intellectual property and the services; and (c) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.</p>
<p>Collaboration agreement</p>	<p>Not applicable</p>
<p>Limit on Parties' liability</p>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

<p>Insurance</p>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
<p>Buyer's responsibilities</p>	<p>The Buyer is responsible for compliance with all terms set out in the Terms and Conditions (as specified in the Supplier's terms and conditions in the Service Documents and located at https://dotdigital.com/terms/) relating to obligations relating to use of the services, including the provisions relating to liability as it relates to these responsibilities. For the avoidance of doubt, in the event of any conflict, these liability provisions will prevail in the event of any conflict with the terms of this Call-Off Contract.</p>
<p>Buyer's equipment</p>	<p>Not applicable</p>

Supplier's information

<p>Subcontractors or partners</p>	<p>The following is a list of the Supplier's Subcontractors or Partners: List attached as Schedule 8</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS						
Payment profile	<p>The payment profile for this Call-Off Contract is monthly in arrears.</p> <table border="1" style="width: 100%; border-collapse: collapse; margin-top: 10px;"> <thead> <tr style="background-color: #d9e1f2;"> <th colspan="2" style="text-align: center;">First Year</th> </tr> <tr style="background-color: #d9e1f2;"> <th style="text-align: left;">Items</th> <th style="text-align: left;">Payment Details</th> </tr> </thead> <tbody> <tr> <td style="vertical-align: top;"> Initial Payment <ul style="list-style-type: none"> • Email & SMS Marketing: Package 400,000 • Standard Messaging Allowance (Annual) 6,000,000 • SMS United Kingdom Virtual Mobile Number – Rental • Single Sign-On for Dotdigital • Additional From Alias x20 • Premium Pay-As-You-Go Messaging • SMS United Kingdom Virtual Mobile Number - Setup • CRM Stream Managed Onboarding </td> <td style="vertical-align: top;"> <p>Buyer to raise Purchase Order to cover Year 1 of the Contract.</p> <p>Supplier to submit invoice for the items listed under the Initial Payment Due section provided in Schedule 2 in advance upon signing the Contract which needs to be paid within 30 days after the Buyer receives the invoice.</p> </td> </tr> </tbody> </table>	First Year		Items	Payment Details	Initial Payment <ul style="list-style-type: none"> • Email & SMS Marketing: Package 400,000 • Standard Messaging Allowance (Annual) 6,000,000 • SMS United Kingdom Virtual Mobile Number – Rental • Single Sign-On for Dotdigital • Additional From Alias x20 • Premium Pay-As-You-Go Messaging • SMS United Kingdom Virtual Mobile Number - Setup • CRM Stream Managed Onboarding 	<p>Buyer to raise Purchase Order to cover Year 1 of the Contract.</p> <p>Supplier to submit invoice for the items listed under the Initial Payment Due section provided in Schedule 2 in advance upon signing the Contract which needs to be paid within 30 days after the Buyer receives the invoice.</p>
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<p>Invoice details</p>	<p>The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>														

<p>Who and where to send invoices to</p>	<p>Invoices will be sent to:</p> <ul style="list-style-type: none"> • Via email (preferred) to: [REDACTED] • Or by post to: Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle-Upon-Tyne, Tyne & Wear, NE15 8NY
<p>Invoice information required</p>	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Purchase order reference number • Dates – Service period • Quantities and costs • Bank details
<p>Invoice frequency</p>	<p>Invoice will be sent to the Buyer monthly.</p>
<p>Call-Off Contract value</p>	<p>The total value of this Call-Off Contract is £38,764.60 excluding VAT and overages that may become chargeable.</p>
<p>Call-Off Contract charges</p>	<p>The breakdown of the Charges is provided in Order Form - G-Cloud Services required and Schedule 2: Call-Off Contract charges.</p>

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none">• Order Form – Onboarding• Order Form - Offboarding
Guarantee	Not applicable
Warranties, representations	Not applicable
Supplemental requirements in addition to the Call-Off terms	Not applicable

Alternative clauses	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The following definitions is added into Schedule 6: Glossary:</p> <p>“Anniversary Date” means the anniversary of the Start Date for each Year during the Term.</p> <p>Not applicable</p>
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
Intellectual Property	Not applicable
Social Value	Social value commitments are detailed in Schedule 1: Services, Appendix A - Statement of Requirements and Supplier Response

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.

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 RM1557.13.

Signed	For and on behalf of the Supplier	For and on behalf of the Buyer
	Signed via DocuSign on 15/08/2024	Signed via DocuSign on 15/08/2024

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Customer Benefits

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

[G-Cloud 13 Customer Benefit 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 36 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 1 period of up to 12 months.
- 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 set the Term at more than 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:

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)

- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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' or to 'CCS and/or the Buyer' 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 7 (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 14digit 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 their 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 invoices 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 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 incorporated Framework Agreement clause 34. 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 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and

11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.

11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.

11.5 Subject to the limitation in Clause 24.3, the Buyer shall:

11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:

- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
- (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
- (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final judgment against the Supplier or the amount of any settlement agreed by the Buyer, provided that the Buyer's obligations under this Clause 11.5 shall not apply where and to the extent such Losses or third-party claim is caused by the Supplier's breach of this Contract.

11.6 The Supplier will, on written demand, fully indemnify the Buyer 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:

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

11.7 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:

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

11.7.2 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

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

11.8 Clause 11.6 will not apply if the IPR Claim is from:

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

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, 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.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets:
<https://www.npsa.gov.uk/sensitive-information-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/technologycode-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 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/technologycode-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. 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 are reasonable compensation and cover 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); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (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 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 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 take the Term beyond 36 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 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 30 consecutive days, 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 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:

24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and

24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the

Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

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

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.

29.3 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.

29.4 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.

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

29.5.1 its failure to comply with the provisions of this clause

29.5.2 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

29.6 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.

29.7 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, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

1. The Services to be provided are detailed below and in Appendix A - Statement of Requirements and Supplier Response to this Schedule.

2. G-Cloud Services required under this contract are as follows:

- Email & SMS Marketing: Package 400,000
- Standard Messaging Allowance (Annual) 6,000,000
- SMS United Kingdom Virtual Mobile Number – Rental
- Single Sign-On for Dotdigital
- Additional From Alias
- Premium Pay-As-You-Go Messaging
- SMS United Kingdom Virtual Mobile Number Setup
- CRM Stream Managed Onboarding

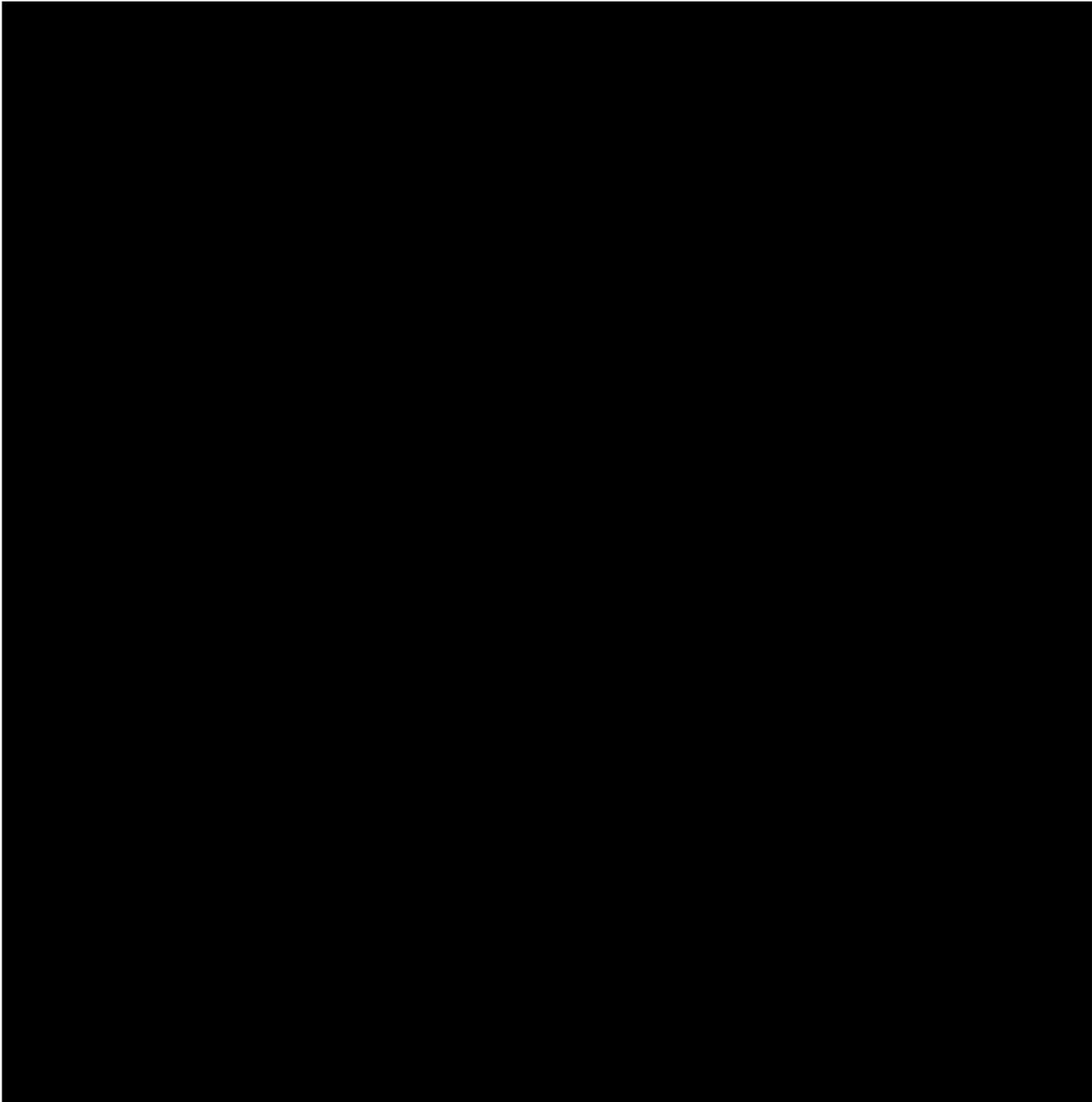
3. Additional Services available under this contract include but are not limited to:

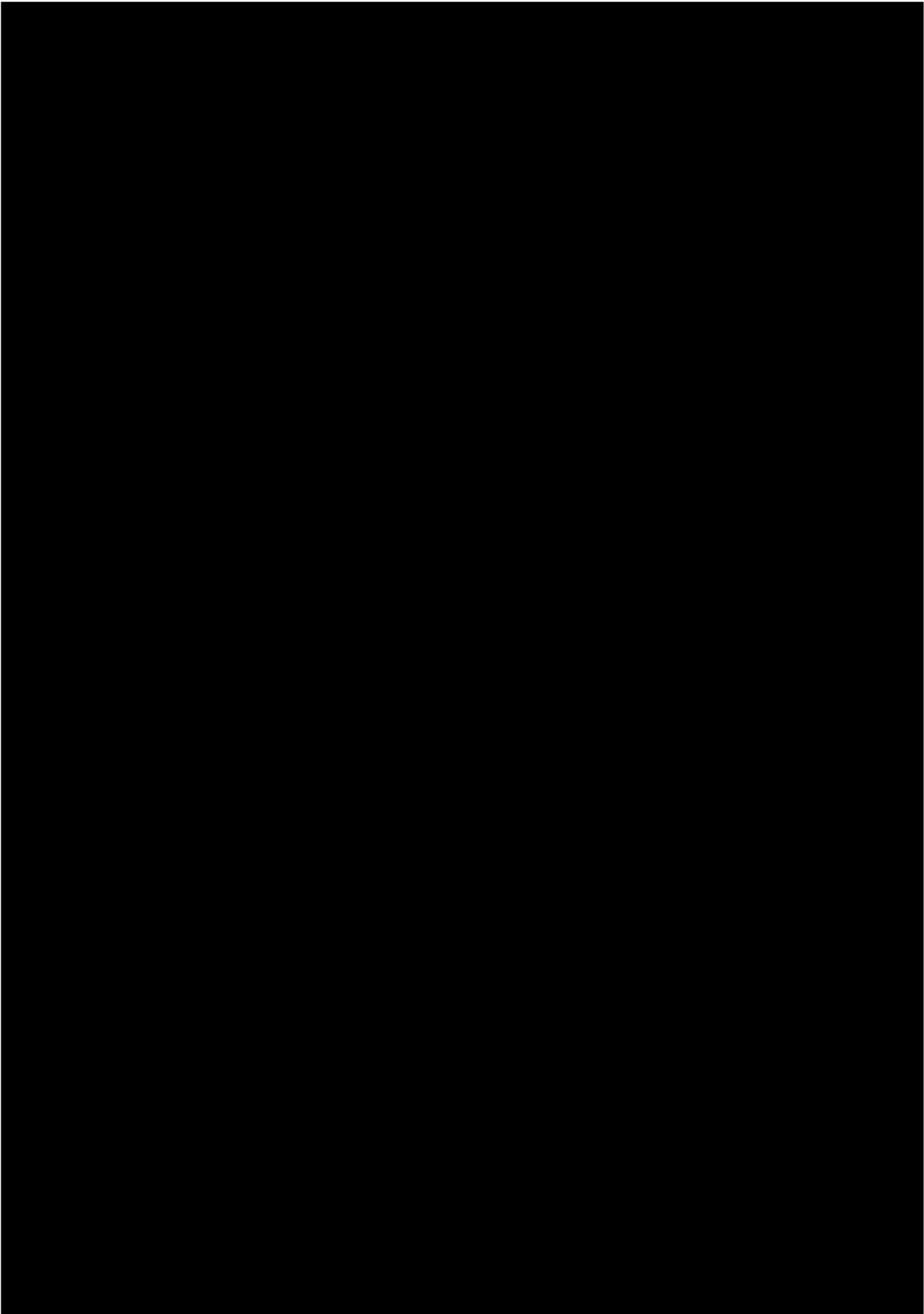
- Professional Services
- API and other integrations
- Any additional training

For the avoidance of doubt, the Additional Services listed above will require amendment to this contract and will be available at additional fees.

4. Services are also subject to the Supplier's Terms and Conditions detailed in Appendix B – Supplier Terms and Conditions, to this Schedule.

5. All costs below exclude VAT





Appendix A - Statement of Requirements and Supplier Response

NHS Business Services Authority

Statement of Requirements

W127690 [Proc] Email Communications and Marketing Tool

Project Ref: C283186

Workplan Ref: W127690

Version History

Version	Date Issued	Author	Status	Amendments made
1.0	24/05/2024	Matthew Renwick	Final	N/A

Introduction

The NHS Business Services Authority (NHSBSA) is a Special Health Authority and an Arm's Length Body of the Department of Health and Social Care (DHSC). It provides a range of critical central services to NHS organisations, NHS contractors, patients and the public.

Our services include:

- Processing around 1 billion prescription items for pharmacists who have dispensed prescriptions in England;
- Managing the NHS Pension Scheme in England for over 2.6 million users;
- Administering the European Health Insurance Card (EHIC) scheme in the UK;
- Managing payments to dentists for NHS work in England and Wales – we process 44 million dental forms for payments amounting over £2.5 billion;
- Compiling, publishing and distributing the NHS Drug Tariff for England and Wales;
- Managing NHS Student Bursaries in England, making payments of over £500 million to over 80,000 students;
- Managing the Social Work Bursaries Scheme in England, making payments of over £82 million to nearly 14,000 students; and
- Administering the low income scheme, maternity and medical exemption schemes, tax credit exemption cards and prescription prepayment certificates in England – we process over 5 million claims for these schemes every year.

Further information on the NHSBSA can be found at our website: <https://www.nhsbsa.nhs.uk/what-we-do>.

Background

The NHSBSA's Communications and Marketing Team is divided into four sub-teams:

- Media and Campaigns
- Internal Communications and Engagement
- Marketing and Events
- Strategic Engagement

Their purpose is to deliver best in class public service communications that support the delivery of the NHSBSA's strategic goals, enable the effective and efficient operation of our services and improve the health of the nation.

The Communications and Marketing Team currently has contracts in place to ensure these services are met, one of which being Mailchimp's email communications and marketing tool.

Mailchimp's email communication and marketing tool is required to deliver designed email marketing campaigns to a variety of different stakeholders of the NHSBSA (pharmacists, GPs, dentists, NHSBSA staff, NHS Jobs users, pensions members, the public, etc.) on behalf of the NHSBSA's services. It provides the ability to extract meaningful analytics on how email campaigns have performed.

This service expires on the 28th June 2024 and, as such, the NHSBSA is now looking to run a procurement via the CCS G-Cloud 13 framework in order to procure a replacement service.

Scope

- Procurement of an email communications and marketing tool
- 3+1 G-Cloud contract
- Data migration from existing to new service
- Training of all colleagues in the use of the application
- Implementation and integration of the application
- Alignment of the application to NHSBSA Technology strategy
- Legislative compliance
- We reserve the right to not award a contract if solutions are deemed unsuitable. This relates to both quality, pricing, and social value requirements.

Requirements

Please indicate with a Y (yes) or N (no) whether your service meets the following requirements. Please also provide a description in the comments section of how your current service meets our requirements. Attachments are acceptable; however, a tailored description is preferable.

Requirements will be measured using a 0-4 scoring methodology (0 being the lowest and 4 the highest). Requirements defined as 'musts' will be scored as pass/fails, with a 0 equalling a failure to meet the requirement. Any fails will result in removal from the procurement.

1. Functional Requirements		Y/N
	1.1 Audience/List Management	
FR 1.1.1	<p>The solution must be able to provide audience insight, e.g. open rate, engagement, tags, location, growth sources.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital can provide comprehensive audience insights to help you better understand and target your audience. Some of the key metrics and features it offers include:</p> <ol style="list-style-type: none"> 1. Open Rate: Dotdigital tracks open rates for email campaigns, giving you an understanding of how well your emails are being received by your audience. 2. Engagement: The platform measures various engagement metrics such as clicks, forwards, and conversions, helping you identify which content resonates most with your audience and informs future content strategy. 3. Tags: With Dotdigital, you can tag contacts based on their preferences, behaviors, or demographics, allowing you to create sophisticated segments for more targeted marketing campaigns. 4. Location: Dotdigital enables geolocation tracking, allowing you to understand where your audience is based and tailor your campaigns accordingly, for example, by sending region-specific promotions or content. 5. Growth Sources: The platform provides insights into the sources from which your subscribers are joining your list, such as web forms, landing pages, or social media. This helps you identify the most effective acquisition channels and optimize your growth strategies. <p>By leveraging these audience insights offered by Dotdigital, you can create more targeted and personalized marketing campaigns, resulting in improved engagement, conversions, and overall customer satisfaction.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199276-insight-data-overview</p> <p>https://support.dotdigital.com/en/articles/8199293-email-dashboard</p> <p>https://support.dotdigital.com/en/articles/8198713-get-started-with-analytics</p>	Y
FR 1.1.2	<p>The solution should be able to provide audience segmentation and tagging</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides audience segmentation and tagging capabilities to help you create targeted and personalized marketing campaigns. By utilizing these features, you can efficiently divide your audience into meaningful groups in order to send relevant and customized content. Below are some examples of how Dotdigital supports segmentation and tagging:</p> <ol style="list-style-type: none"> 1. Audience Segmentation: Dotdigital allows you to segment your contacts based on various criteria, such as demographics, online behavior, preferences, and purchase history. By creating segments, you can tailor your marketing communications to the specific needs and interests of each group, ultimately improving engagement and conversions. 	Y

	<p>2. Tagging: With Dotdigital, you can assign custom tags to contacts based on specific attributes or actions. Tags enable you to further categorize your audience and create dynamic content tailored to their preferences or behaviors. This feature allows for more granular segmentation and precise targeting in your email campaigns.</p> <p>3. Data Import: Dotdigital enables you to import contact data, including any pre-existing segmentation or tags, from your CRM or other data sources. This streamlined process helps maintain consistency in your audience segmentation and ensures a seamless transition when adopting Dotdigital's platform.</p> <p>By leveraging Dotdigital's segmentation and tagging features, you can create highly personalized marketing campaigns that resonate with your audience, boosting engagement and building strong customer relationships.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8198783-segmentation-overview</p> <p>https://support.dotdigital.com/en/articles/8937448-create-a-segment-from-campaign-tags</p>	
FR 1.1.3	<p>The solution must allow personalisation of the 'from' field which is required to modified depending on the campaign, e.g. NHSBSA, NHS Dental Services, NHS Prescription Services, etc.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital allows for personalization of the 'from' field in your email campaigns. This flexibility enables you to modify the sender's name or email address, depending on the specific campaign or organization you are representing (e.g., NHSBSA, NHS Dental Services, NHS Prescription Services, etc.).</p> <p>To personalize the 'from' field in Dotdigital, follow these steps when setting up an email campaign:</p> <ol style="list-style-type: none"> 1. In the 'Campaign details' section, locate the fields for 'From name' and 'From address'. 2. Customize the 'From name' to represent the specific department or organization you want your recipients to see (e.g., NHS Dental Services). 3. Similarly, modify the 'From address' to use an appropriate, professional email address associated with the specific department or organization (e.g., info@nhsdentalservices.com). <p>By personalizing the 'from' field as needed, you can create distinct email campaigns that accurately represent the different organizations or departments you are managing, enhancing professionalism and improving campaign effectiveness.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8473097-create-a-custom-from-address</p>	Y
FR 1.1.4	<p>The solution must allow the creation of 'sign-up' forms in order to gather contacts</p> <p><i>Comments:</i></p>	Y

	<p>Yes, Dotdigital allows the creation of 'sign-up' forms to help you efficiently gather contacts and grow your subscriber base. Using the platform's easy-to-use form builder, you can design and customize sign-up forms to suit your branding and needs. Key features include:</p> <ol style="list-style-type: none"> 1. Drag-and-drop Form Builder: Dotdigital's form builder enables you to create aesthetically appealing and functional sign-up forms without any coding. Choose from a range of templates or create your own from scratch using the intuitive interface. 2. Customizable Fields: Add standard fields such as name, email, and phone number, and create custom fields to collect information specific to your organization's needs. This helps you gather relevant contact data for more personalized marketing campaigns. 3. GDPR Compliance: Include necessary consent checkboxes and privacy policy links in your sign-up forms to ensure GDPR compliance, demonstrating to your audience that you prioritize data protection and privacy. 4. Embedded Forms: Embed the sign-up forms on your website, landing pages, or pop-ups to encourage visitors to subscribe and join your mailing list easily. 5. Integration with Contact Database: New subscribers' information is automatically added to your contact database in Dotdigital, streamlining the process of growing and managing your subscriber list. <p>By using Dotdigital's sign-up form capabilities, you can effectively capture valuable contact information and seamlessly integrate it into your email marketing efforts, expanding your audience and nurturing leads.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8198710-get-started-with-surveys-pages-and-forms</p>	
FR 1.1.5	<p>The solution must provide the ability to send email campaigns at scale, e.g. in 10's or in 100,000s</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides the ability to send email campaigns at scale, whether you are targeting a small group in the tens or a large audience consisting of hundreds of thousands of contacts. Dotdigital can send 500,000 emails an hour and has successfully sent 30 million emails in an hour on busy days of 200+ million peaks. The platform's robust infrastructure ensures reliable performance and deliverability, allowing you to reach a wide range of subscribers efficiently.</p> <p>Key capabilities that enable Dotdigital to handle large-scale email campaigns include:</p> <ol style="list-style-type: none"> 1. Scalable Infrastructure: Dotdigital's platform is designed to manage high volumes of emails without compromising deliverability or performance, allowing you to connect with your audience effectively no matter the size. 2. Send Time Optimization: Dotdigital's automated send time optimization feature helps ensure your email campaigns reach recipients when they are most likely to engage, increasing the likelihood of a successful campaign regardless of scale. 	Y

	<p>3. Dedicated IP Options: Large-scale senders can benefit from dedicated IP addresses, separating their email traffic from other users and ensuring optimal deliverability rates.</p> <p>4. Reliable Deliverability: Dotdigital has strong relationships with Internet Service Providers (ISPs) and follows industry best practices to maintain high deliverability rates. This ensures your emails reach the intended recipients, even when sending to large audiences.</p> <p>By leveraging Dotdigital's powerful email marketing platform, you can effectively manage and execute large-scale campaigns, reaching a vast audience while maintaining efficiency and deliverability.</p>	
FR 1.1.6	<p>The solution must be able to provide the ability to send emails from a domain of our choosing. I.e. nhsbsa.nhs.uk and provide a no-reply function.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides the ability to send emails from a domain of your choosing, such as nhsbsa.nhs.uk. This feature allows you to maintain brand consistency and establish trust with your recipients. To use a custom domain for sending emails, you will need to perform domain authentication in Dotdigital by creating appropriate DNS records to prove your ownership of the domain.</p> <p>Additionally, you can configure a no-reply function in Dotdigital by creating a "no-reply" email address for your custom domain (e.g., no-reply@nhsbsa.nhs.uk). This can be set as the "From address" and "Reply-to address" when setting up your email campaigns to direct recipients not to reply to the email. Make sure to include clear instructions or alternative contact options in the email body, so your recipients know how to get in touch if needed.</p> <p>By using a custom domain and the no-reply function in Dotdigital, you can maintain brand identity, discourage recipients from replying directly to your campaign emails, and ensure a professional, polished appearance.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199003-branded-domains-sending-with-a-custom-from-address-cfa</p> <p>https://support.dotdigital.com/en/articles/8199011-replies-to-your-email-campaign</p>	Y
FR 1.1.7	<p>The solution could provide the ability to automate email delivery and create different automation workflows</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides the ability to automate email delivery and create different automation workflows using its marketing automation tool, "Dotdigital Engagement Cloud." This feature enables you to build, customize, and manage automation workflows for various email campaigns, and ensures timely and relevant communication with your audience.</p> <p>Key capabilities of Dotdigital's automation include:</p> <p>1. Drag-and-drop Automation Builder: Design and customize your automation workflows with an intuitive, user-friendly interface. Create automated campaigns for various scenarios, such as welcome series, cart abandonment reminders, or birthday promotions.</p>	Y

	<p>2. Triggers: Define specific triggers that initiate automation workflows, such as a contact subscribing to your mailing list, completing a purchase, or visiting a particular page on your website. These triggers allow for timely and relevant communication with your audience.</p> <p>3. Conditions and Actions: Incorporate different conditions and actions into your workflows to segment your audience, send personalized email content, or update contact information based on user behavior.</p> <p>4. A/B Testing: Dotdigital enables A/B testing within your automation workflows to help identify the most effective email content, subject lines, or sending times, optimizing your campaigns for better engagement and conversions.</p> <p>5. Reporting and Analytics: Monitor the performance of your automation campaigns with comprehensive reporting and analytics to make data-driven decisions and continually improve your workflows.</p> <p>By leveraging Dotdigital's marketing automation capabilities, you can deliver personalized, timely, and engaging email campaigns that build strong connections with your audience and drive desired outcomes.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8205355-get-started-with-automation</p>	
1.2 Campaign Creative Tools		
FR 1.2.1	<p>The solution must provide a creative library, i.e. the ability to store digital marketing assets such as images, GIFs, videos, and other resources for use in emails.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides a creative library called "File Manager" within the platform, where you can store and manage your digital marketing assets such as images, GIFs, videos, and other resources for use in your email campaigns. This centralized library makes it easy to access and organize your creative assets, streamlining the email creation process.</p> <p>Key features of Dotdigital's creative library include:</p> <ol style="list-style-type: none"> 1. Seamless Integration: Easily add stored assets to your email templates using the drag-and-drop Email Editor, enhancing your campaign visuals and overall design. 2. Organized Folders: Create and organize folders within the File Manager to categorize your marketing assets, making them easy to locate and manage. 3. File Formats: Dotdigital's File Manager supports various file formats, including JPG, PNG, and GIF images, as well as PDF documents, for use in your email campaigns. 4. File Storage: Store and access your creative assets in the cloud, so they are always available whenever needed, without relying on local storage. 5. Asset Optimization: The platform automatically optimizes images you upload to ensure fast load times and a seamless email experience for your recipients. <p>By utilizing Dotdigital's creative library and File Manager, you can efficiently manage and optimize your digital marketing assets, ensuring consistent branding and a visually engaging experience across all your email campaigns.</p> <p>Supporting links:</p>	Y

	<p>https://support.dotdigital.com/en/articles/8198853-choose-a-template</p> <p>https://support.dotdigital.com/en/articles/8198879-use-the-image-manager</p> <p>https://support.dotdigital.com/en/articles/8198888-videos</p> <p>https://support.dotdigital.com/en/articles/8198876-insert-a-gif-in-an-email-campaign</p> <p>https://support.dotdigital.com/en/articles/8198855-build-your-campaign-in-easyeditor</p>	
FR 1.2.2	<p>The solution must provide branding defaults, i.e. default logos and branding design options to use in each campaign to ensure consistency.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides the ability to set branding defaults to ensure consistency across your email campaigns. While the platform does not have a specific "branding defaults" feature, you can achieve consistent branding by creating custom email templates, storing your logo and brand assets, and setting a default 'from' address and name.</p> <p>Here's how you can use Dotdigital to create and maintain branding consistency:</p> <ol style="list-style-type: none"> 1. Custom Templates: Design custom email templates that incorporate your brand's logos, colours, fonts, and overall design elements. Save the templates for future campaigns, ensuring a cohesive look and feel throughout your marketing efforts. 2. Creative Library: Store your logo and other branding elements within the platform's File Manager. This centralizes your brand assets and makes them easily accessible for use across all your email campaigns. 3. Reusable Content Blocks: Create reusable content blocks in the drag-and-drop Email Editor that contain pre-designed branding elements, such as your logo, header, or footer. By saving these content blocks, you can quickly add them to new campaigns, preserving brand consistency. 4. Default 'From' Address & Name: Set a default sender name and email address that accurately represents your brand, enhancing professionalism and trust with your audience. <p>By leveraging these features in Dotdigital, you can establish and maintain consistent branding in each campaign, ensuring a coherent and polished appearance that reflects your brand identity and builds strong customer recognition.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8198925-convert-a-created-email-campaign-into-a-template</p>	Y
FR 1.2.3	<p>The solution must be able to provide personalised email templates, i.e. dynamic content which can be intelligently tweaked for different audiences without manually creating different campaigns.</p> <p><i>Comments:</i></p>	Y

	<p>Yes, Dotdigital provides personalized email templates with dynamic content capabilities. By using this feature, you can intelligently tweak your email content for different audiences without manually creating separate campaigns. Dynamic content allows you to create a single email template, then apply rules to target specific segments of your audience with customized content based on their interests, behaviors, or demographics.</p> <p>Features of Dotdigital's dynamic content include:</p> <ol style="list-style-type: none"> 1. Flexible rules-based customization: Set up and apply rules to display relevant content for specific audience segments, based on data such as location, purchase history, or preferences. 2. Personalization tokens: Use tokens to include personalized information, such as a customer's name or personalized product recommendations, directly in your email templates. 3. Conditional content: Incorporate conditional content to show or hide blocks within the email, based on your subscriber information. 4. Segment targeting: Target different audience segments with specific content using data from your contact database, CRM, or other sources. <p>With Dotdigital's dynamic content, you can create tailored email experiences that improve engagement and deliver more relevant messaging to your subscribers without the need to create multiple separate campaigns.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8198893-dynamic-content</p>	
1.3 Insight and Analytics		
FR 1.3.1	<p>The solution must be able to provide campaign analytics, e.g. opens, clicks, bounces, unsubscribes, successful deliveries.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides comprehensive campaign analytics that help you measure and optimize the performance of your email campaigns. The platform tracks various important metrics, including:</p> <ol style="list-style-type: none"> 1. Opens: The number of times your email has been opened by recipients. 2. Clicks: The number of times recipients clicked on links within your email. 3. Bounces: The number of undeliverable emails, categorized as either hard bounces (permanent delivery failures) or soft bounces (temporary delivery failures). 4. Unsubscribes: The number of recipients who opted out of receiving your emails. 5. Successful Deliveries: The number of emails that were successfully delivered to recipients' inboxes. <p>These analytics provided by Dotdigital can help you:</p> <ul style="list-style-type: none"> - Identify trends and patterns in your campaigns - Assess the effectiveness of your emails, subject lines, and content - Better understand your audience's behaviour and preferences - Optimize future campaigns for improved engagement and conversion - Monitor the overall health of your email list 	Y

	<p>Dotdigital not only offers these valuable metrics but also provides visual reports and insights to facilitate data-driven decision-making for your email marketing strategy.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199286-account-analytics-for-email</p>	
FR 1.3.2	<p>The solution should be able to provide campaign benchmarking.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides campaign benchmarking tools that allow you to compare the performance of your email campaigns against industry standards or against your previous campaigns. This feature helps you to:</p> <ol style="list-style-type: none"> 1. Measure progress: Understand how your email campaigns perform over time by tracking important KPIs, such as open rates, click-through rates, and conversion rates. 2. Identify trends: Discover patterns and trends in your email campaigns that may affect the performance and identify areas that need improvement. 3. Optimize campaigns: Use insights from the past and compare them with industry benchmarks to make informed decisions, optimize future campaigns, and improve overall email marketing effectiveness. 4. Set realistic goals: Set attainable goals for your future campaigns by comparing your results with industry averages and your historical performance data. <p>By leveraging Dotdigital's campaign benchmarking tools, you can gain valuable insights into your email marketing performance and determine where you stand compared to your competitors or industry standards, ultimately paving the way for better engagement and results.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199044-compare-the-performance-of-multiple-campaigns</p>	Y
FR 1.3.3	<p>The solution should be able to provide exportable reports and visualisations.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital offers exportable reports and visualizations that help you analyze and present your campaign data effectively. The platform allows you to:</p> <ol style="list-style-type: none"> 1. Export campaign data: Export comprehensive reports in various formats (such as CSV, Excel, or PDF) that include key metrics such as opens, clicks, bounces, and conversions. This makes it easy to share the data with your team or integrate it into other tools for further analysis. 2. Visualize campaign performance: Dotdigital provides visual representations of your email campaign data, including charts, graphs, and tables that offer a clear overview of patterns, trends, and insights. Visualizations make it easier to understand your campaign results and identify areas for improvement. 3. Customize report content: You can select the specific data or metrics you want to include in your report, making the exported reports tailored to your needs and goals. 	Y

	<p>4. Schedule email reports: Schedule automatic email reports to be sent to you and your team, ensuring that you always have up-to-date information on your campaign performance.</p> <p>With Dotdigital's exportable reports and visualizations, you can effectively communicate your campaign performance both internally with your team and externally with stakeholders, showcasing the results of your email marketing efforts.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199045-export-data-from-email-reports</p> <p>Data can also be retrieved from via our API</p>	
1.4 Admin and Service Management		
	The solution must allow multiple users and collaboration	Y
FR 1.4.1	<p><i>Comments:</i></p> <p>Yes, Dotdigital allows multiple users and collaboration, making it a suitable platform for teams to work together on email marketing projects. The platform provides various features to enhance team collaboration:</p> <ol style="list-style-type: none"> 1. Multi-user access: Set up multiple user accounts with unique login details, ensuring that each team member has individual access to the platform. 2. Permission management: Assign different permission levels to each user account, controlling access to specific features and functions. You can designate users as administrators, managers, or editors, depending on their role and responsibilities within your team. 3. Activity tracking: Dotdigital tracks activities performed by users, allowing you to monitor team productivity and maintain accountability for every action taken within the platform. 4. Collaborative email editing: Team members can work together on email templates, sharing edits and feedback in real-time to improve the quality of the final output. 5. Shared campaign assets: Store and manage email templates, images, and other assets in a shared library, making it easy for team members to access and utilize them for their campaigns. <p>Dotdigital's collaboration features boost team productivity, streamline workflows, and simplify communication, enabling you to create, optimize, and analyze your email marketing campaigns more effectively.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199453-manage-your-team</p>	
FR 1.4.2	The solution should provide a contract/account manager to support in various issues, e.g. technical.	Y
	<i>Comments:</i>	

	<p>Yes, this is one of the core strengths of Dotdigital. We provide dedicated support, which includes free technical support 24/7 and a dedicated account manager (customer success manager), to assist you with various issues, including technical ones. Support can encompass:</p> <ol style="list-style-type: none"> 1. Customer Success Manager: A designated account manager who understands your business requirements and goals, and provides guidance to maximize the benefit of the platform. They can also help you with strategic planning, campaign optimization, and overall account management. 2. Technical support: Access to technical support specialists who can assist with any platform-related issues, troubleshoot problems, or answer questions regarding integrations and API usage. 3. Customer support: Access to a dedicated customer support team, available through various channels, such as phone, email, or live chat, to help with any inquiries or issues that may arise during your use of Dotdigital. 4. Onboarding and training: Dotdigital offers fully managed and personalized onboarding and training sessions to help you and your team understand and effectively use the platform's features and functionalities. 5. Resource library: Access to a comprehensive library of resources, including help articles, tutorials, webinars, and best practices, which you can use to enhance your email marketing knowledge and skills. <p>By providing this dedicated support, Dotdigital ensures that you can successfully navigate the platform, overcome challenges, and make the most of its features and tools to drive your email marketing success.</p> <p>Supporting links:</p> <p>https://dotdigital.com/services/</p>	
FR 1.4.3	<p>The solution should provide full training on the how the solution works.</p> <hr/> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides comprehensive training resources to help you understand and utilize the platform effectively. Training resources encompass a variety of formats to cater to different learning styles and include:</p> <ol style="list-style-type: none"> 1. Dedicated onboarding and training sessions: Dotdigital offers personalized, in-depth onboarding and training sessions (in-person / or online) tailored to your specific requirements. These sessions help you and your team efficiently set up, understand, and use the platform's features. 2. Webinars: Dotdigital hosts webinars covering various topics related to email marketing, such as strategy, campaign management, automation, and reporting. These webinars can help you stay updated on the latest trends and platform features. 3. Video tutorials: The platform provides a library of video tutorials that demonstrate how to accomplish specific tasks, explore features, or troubleshoot common issues within the platform. 	Y

	<p>4. Help articles and guides: Dotdigital offers a wealth of help articles, guides, and best practices that cover an extensive range of topics. They can assist you with everything from getting started to advanced platform usage.</p> <p>5. Training events: Dotdigital also organizes training events, workshops, or seminars that offer an opportunity to learn more about the platform and interact with other users, trainers, and experts.</p> <p>By providing these comprehensive training resources, Dotdigital ensures that you and your team have the knowledge and skills to take full advantage of the platform's features and tools, ultimately driving your email marketing success.</p> <p>Supporting links:</p> <p>https://academy.dotdigital.com/</p> <p>https://support.dotdigital.com/en/</p>	
FR 1.4.4	<p>The solution should enable the owner to have regular review meetings with the supplier</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital can facilitate regular review meetings with your account manager or other relevant team members. These meetings serve as valuable opportunities to:</p> <ol style="list-style-type: none"> 1. Review and assess your campaign performance: Discuss your email marketing campaigns' results and identify areas for improvement, optimization, or strategic changes. 2. Explore new platform features: Stay up-to-date with the latest Dotdigital features and tools that could benefit your email marketing strategy or improve your results. 3. Address any challenges or issues: Discuss any challenges you have faced using the platform and seek advice or support from the supplier. 4. Share feedback: Provide feedback on your experience using Dotdigital, which can help the supplier improve future services and offerings. 5. Discuss future plans: Collaborate on your future email marketing strategy and learn how Dotdigital can enhance your upcoming campaigns. <p>To set up regular review meetings, you can reach out to your designated account manager or the Dotdigital support team, who can help coordinate the meeting frequency, structure, and content, ensuring that they align with your needs and objectives.</p>	Y
FR 1.4.5	<p>The solution should allow admin users to have the ability to add a new user to the solution</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital allows admin users to add new users to the platform, granting you control over team access and management. As an admin user, you can easily manage your team's access to the Dotdigital solution by:</p> <ol style="list-style-type: none"> 1. Creating new user accounts: Set up individual accounts with unique login details for each team member, ensuring they have the appropriate access level to the platform based on their role and responsibilities. 	Y

	<p>2. Assigning permission levels: Customize each user's access to specific features and functions within the platform by assigning them one of the predefined roles, such as administrator, manager, or editor. This ensures that team members can only access the sections of the platform relevant to their job duties.</p> <p>3. Editing or removing user accounts: Admin users can also modify existing user accounts, including updating permission levels or removing access altogether if a team member leaves the organization or their role changes.</p> <p>With these user management capabilities, Dotdigital empowers admin users to have complete control over their team's access to the platform, simplifying collaboration and ensuring security within the solution.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199453-manage-your-team</p>	
FR 1.4.6	<p>The solution should allow admin users to have the ability to remove an existing user to the solution</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital enables admin users to remove an existing user from the platform, ensuring control over user access and team management. As an admin user, you can modify or revoke access for any existing user account with the following steps:</p> <ol style="list-style-type: none"> 1. Access user management: Navigate to the user management section within the Dotdigital platform, where you can view the list of existing users and manage their accounts. 2. Select the user: Find and select the specific user account you want to remove. This will typically open the user's account details or settings page. 3. Remove the user: Locate the option to remove or delete the user account and confirm the action. This will revoke the user's access to the platform and remove them from your list of existing users. <p>By allowing admin users to remove existing users, Dotdigital ensures you have adequate control over your team's access to the platform, making it easier to manage user accounts based on changing requirements or personnel changes.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199453-manage-your-team</p>	Y
FR 1.4.7	<p>The solution should show a message if the system is unavailable</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital typically displays a message or notification if the system is unavailable due to maintenance, technical issues, or any other reason that affects its accessibility. In such cases, the platform may show:</p> <ol style="list-style-type: none"> 1. In-app notifications: If you are already logged in, you may receive an in-app notification or a message on your dashboard, notifying you about the system unavailability and providing relevant information (such as the expected duration of downtime). 	Y

	<p>2. Login page messages: If you are trying to log in during an unexpected system downtime, you may see a message on the login page informing you about the issue and the estimated time for the service to be restored.</p> <p>3. System status page: Dotdigital might have a dedicated system status page, displaying real-time information about system availability and ongoing issues. You can check this page for updates on the platform's status.</p> <p>4. Email notifications: Depending on the severity or planned maintenance, Dotdigital may proactively notify its users via email about upcoming downtime or ongoing issues, along with the estimated time to resolution.</p> <p>While Dotdigital strives to maintain a high level of system reliability and availability, these messages and notifications keep users informed in case of any temporary interruptions, ensuring transparent communication and expectations.</p>	
FR 1.4.8	<p>The solution should provide full training on the additional admin functionality of the solution</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital provides training on the additional admin functionality of the platform, ensuring that administrators can effectively manage users, permissions, and other administrative tasks. The training resources available cater to different learning styles and may include:</p> <p>1. Personalized onboarding and training sessions: Depending on your subscription plan or specific business needs, Dotdigital may offer tailored onboarding and training sessions that cover administrative functionality, guiding admins on managing user profiles, assigning permissions, and other essential tasks.</p> <p>2. Help articles and guides: Dotdigital has an extensive library of help articles, guides, and best practices that detail how to perform various administrative tasks, such as adding or removing users, setting permission levels, and monitoring team activities.</p> <p>3. Video tutorials: The platform provides video tutorials that demonstrate admin tasks step-by-step, offering an engaging way to learn these functions.</p> <p>4. Webinars: Dotdigital organizes webinars that may cover admin features, functions, and best practices, providing insights into maximizing the usability of the platform for user management and control.</p> <p>5. Training events: In some cases, Dotdigital may host workshops, seminars, or training events focused on the platform's administration functionality, offering hands-on learning.</p> <p>Through these diverse training resources, Dotdigital ensures that administrators can effectively manage users, permissions, and other essential admin features, optimizing the use of the platform for their organization.</p>	Y
FR 1.4.9	<p>The solution should allow admin users to customise the features other users have access to.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital allows admin users to customize the features and access levels of other users on the platform. As an admin, you can manage user permissions by:</p> <p>1. Assigning predefined roles: Dotdigital offers predefined roles with varying levels of access to the platform's features and sections, such as administrator, manager,</p>	Y

	<p>or editor. By assigning the appropriate role to each user, you can control their access to specific functionalities based on their responsibilities.</p> <p>2. Creating custom roles: Depending on your subscription plan or features available, Dotdigital may offer the ability to create custom roles with a defined set of permissions. This way, you can tailor user access to specific features on an individual basis, ensuring that each team member has access to the sections relevant to their tasks.</p> <p>3. Modifying existing user permissions: Admin users can modify the permission levels of existing users, granting additional access or restricting features as needed. This flexibility ensures that user access remains relevant and up-to-date as team requirements change.</p> <p>By allowing admins to customize the features and access levels of other users, Dotdigital provides greater control over user management, ensuring efficient collaboration and security within the solution.</p>	
1.5 Ease of Use		
FR 1.5.1	This is to be assessed during demonstration and Q&A sessions. These will be arranged following response submission. This section is for information only and does not require a response.	

2. Non-Functional Requirements		Y/N
	2.1 Accessibility and Usability	
NFR 2.1.1	<p>The solution must work with assistive technologies in compliance with GDS standards. https://www.gov.uk/service-manual/technology/testing-with-assistive-technologies</p>	Y
	<p><i>Comments:</i></p> <p>Yes, Dotdigital works with assistive technologies and aims to comply with Government Digital Service (GDS) standards. Dotdigital prioritize accessibility and inclusivity, ensuring the platform can be used by a wide range of users, including those with disabilities. Dotdigital follows accessibility guidelines such as the Web Content Accessibility Guidelines (WCAG) 2.1, which are a part of GDS standards.</p> <p>Organizations using Dotdigital can customize their content and designs to maintain compliance with GDS standards.</p> <p>Some features that help ensure compliance with assistive technologies include:</p> <ul style="list-style-type: none"> - Using appropriate semantic markup - Providing text alternatives for non-text content - Ensuring good color contrast - Implementing proper keyboard navigation - Designing clear layouts and adequate font sizes <p>By following these guidelines, Dotdigital can support assistive technologies such as screen readers, speech recognition software, and alternative input devices.</p>	
NFR 2.1.2	<p>The solution must work across all modern browsers including Google Chrome, Microsoft Edge and Safari.</p>	Y
	<p><i>Comments:</i></p> <p>Yes, Dotdigital works across all modern browsers, including:</p> <ul style="list-style-type: none"> - Google Chrome - Microsoft Edge - Safari <p>It ensures that its platform remains compatible with the latest versions of these popular browsers so that you can access its features and services seamlessly. Just make sure to keep your browser updated for optimal performance and security.</p> <p>Supporting links:</p> <p>https://support.dotdigital.com/en/articles/8199444-supported-browsers-for-using-dotdigital</p>	
NFR 2.1.3	<p>The solution must be device agnostic i.e. work across all standard device types including pc/laptop (running Windows 10, Linux or MacOSX), mobile or tablet.</p>	Y
	<p><i>Comments:</i></p>	

	<p>Yes, Dotdigital is device agnostic and works across all standard device types including:</p> <ul style="list-style-type: none"> - PCs/Laptops (running Windows 10, Linux, or macOS) - Mobile devices (Android or iOS) - Tablets <p>The platform is designed to provide a seamless user experience and ensure compatibility across different devices and operating systems. Make sure to keep your devices updated for optimal performance and to avoid any potential compatibility issues.</p> <p>Supporting links:</p> <p>Dotdigital supports various browsers as per NFR 2.1.2, but also has PWA support</p> <p>https://support.dotdigital.com/en/articles/8290989-install-the-dotdigital-progressive-web-app-pwa</p>	
NFR 2.1.4	<p>The solution must be AA accessibility compliant as defined by the W3C Web Content Accessibility Guidelines (WCAG) 2.1 (WCAG 2.2 from May 2023)</p> <p><i>Comments:</i></p> <p>Yes - Our application is capable of producing WCAG 2.1 AA accessible content such as emails, landing pages and forms, however this does require the user to have an understanding of the requirements to achieve this, see here for more details: https://support.dotdigital.com/hc/en-gb/articles/6136825874834-Email-accessibility#Overview</p>	Y
NFR 2.1.5	<p>The solution must be responsive in design to work across different devices and screen resolutions.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is designed to be responsive, which means that it adapts to different devices and screen resolutions for an optimal user experience. The platform adjusts its layout and interface elements to ensure that its features and services are accessible and easy to use on various device types and screen sizes, such as smartphones, tablets, laptops, and desktop PCs. This makes it convenient for users to access Dotdigital's tools and functionalities from any device they prefer.</p>	Y
NFR 2.1.6	<p>The solution must allow users to access the system from 08:00.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital allows users to access the system 24 hours a day, 7 days a week, which means you can access their services at any time, including 08:00. The platform's cloud-based infrastructure ensures that it remains operational and accessible around the clock, providing users with the flexibility to engage with its features whenever they need to.</p>	Y
NFR 2.1.7	<p>The solution must allow users to access the system until 18:00.</p> <p><i>Comments:</i></p> <p>Yes, see comments in 2.1.6</p>	Y
NFR 2.1.8	<p>The solution must allow users to access the system from Monday to Friday</p> <p><i>Comments:</i></p>	Y

	Yes, see comments in 2.1.6	
NFR 2.1.9	<p>The supplier must be responsive in design to work across different devices and screen resolutions</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital incorporates responsive design principles, allowing it to function smoothly across a variety of devices and screen resolutions. The platform optimizes its layout and user interface components to provide easy access to its features and services on an array of devices, including smartphones, tablets, laptops, and desktop computers. This enables users to conveniently use Dotdigital's functionalities on the device of their choice.</p>	Y
2.2 Information Governance/Data Protection		
NFR 2.2.1	<p>Use of personal data MUST be subject to a Data Protection Impact Assessment (DPIA) and an appropriate DPIA process should be put in place and enabled by the solution.</p> <p><i>Comments:</i></p> <p>Dotdigital, as a service provider, is committed to ensuring data protection and privacy compliance, including GDPR.</p> <p>In general, it's the responsibility of the data controller (the organization using Dotdigital) to perform a DPIA when necessary. This is to identify and minimize any data protection-related risks associated with the use of new technologies or processing large amounts of personal data. We're happy to comply with any assessments.</p> <p>Supporting links:</p> <p>https://dotdigital.com/trust-center/</p>	Y
NFR 2.2.2	<p>The supplier must be registered with the Information Commissioners Office.</p> <p>EU based businesses should be registered with the relevant Data Protection Authority</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is committed to data protection and privacy compliance, including GDPR regulations. Dotdigital is registered with the Information Commissioner's Office (ICO) in the United Kingdom. Registration with the ICO demonstrates our commitment to comply with data protection requirements in the UK.</p> <p>Supporting links:</p> <p>Please refer to https://ico.org.uk/ESDWebPages/Entry/Z6167020</p>	Y
NFR 2.2.3	<p>The supplier must confirm if they process data outside of the UK / EEA, including data centres and any sub-processor</p> <p><i>Comments:</i></p> <p>Dotdigital aims to maintain high standards of data protection, including compliance with GDPR. When it comes to data processing outside of the UK/EEA, Dotdigital has a global infrastructure with data centers located in different regions, including Australia and the United States, in addition to the UK.</p>	Y

	<p>Dotdigital has implemented measures to ensure the secure transfer of data across borders while complying with relevant data protection regulations.</p> <p>Dotdigital utilises a number of platform subs who facilitate the provision of the platform and data storage (including Google and Microsoft) and provide support and technical assistance (e.g. Our group affiliates, including Dotdigital, Inc. who help provide 24-hour support).</p> <p>These sub-processors may access data in the course of providing these services, which legally counts as a transfer. Some of these are based outside of the EEA. We have Standard Contractual Clauses and GDPR specific DPAs in place with all of our global entities and sub - processors to ensure these data transfers are protected by way of appropriate safeguards.</p> <p>Azure locations -</p> <p>1) For EU/UK clients, Primary DC is located in Amsterdam with Secondary DC located in Ireland. 2) For US clients, Primary DC is located in Virginia with Secondary DC located in Iowa 3) For APAC clients, Primary DC is located in Sydney with Secondary DC located in Melbourne</p> <p>GCP locations -</p> <p>EU/UK - https://cloud.google.com/about/locations#europe US - https://cloud.google.com/about/locations#americas APAC – DC is located in Sydney</p>	
NFR 2.2.4	<p>The supplier must have an up to date Privacy Notice available to the public on their website</p> <p><i>Comments:</i></p> <p><i>Yes, Dotdigital has an up-to-date Privacy Notice available to the public on our website. The notice outlines data collection, usage, and sharing practices while emphasizing our commitment to data protection and compliance with GDPR.</i></p> <p><i>You can access Dotdigital's Privacy Notice by visiting the following link:</i></p> <p>https://dotdigital.com/terms/privacy-policy/</p>	Y
NFR 2.2.5	<p>The supplier must disclose whether they engage with any sub-contractors and identify the supply chain.</p> <p><i>Comments:</i></p> <p>Dotdigital may engage with sub-contractors or sub-processors for various purposes such as providing specific services or functionalities within the platform.</p> <p>To maintain data protection compliance, Dotdigital has agreements and due diligence processes in place with any sub-contractors or sub-processors we engage. These practices help ensure any third-party partners used by Dotdigital adhere to the same data protection standards we uphold.</p> <p>Please refer to: https://dotdigital.com/trust-center/#tab-663cad5958e2e-0</p>	Y
NFR 2.2.6	<p>The supplier must ensure they have an IG Incident Management Policy and process in place.</p>	

	<p><i>Comments:</i></p> <p>Yes, this is in place as per the requirements of ISO27001 and Cyber Essentials +.</p> <p>Supporting links:</p> <p>https://dotdigital.com/trust-center/gdpr/</p>	Y
NFR 2.2.7	The supplier must ensure they have an IG Information Management Policy and process in place.	
	<p><i>Comments:</i></p> <p>As Above</p>	Y
NFR 2.2.8	The solution must comply with the latest Data Protection legislation as published.	
	<p><i>Comments:</i></p> <p>Yes, Dotdigital is committed to complying with the latest data protection legislation, including the General Data Protection Regulation (GDPR). Dotdigital have measures in place to ensure both our company and our platform adhere to the data protection principles and requirements set out in the latest legislation.</p> <p>Compliance efforts include implementing appropriate technical and organizational measures to protect personal data, respecting individual privacy rights, as well as being transparent about our data collection, processing, and sharing practices. Dotdigital's privacy policy further outlines our commitment to data protection and how they ensure compliance with the relevant regulations.</p> <p>Supporting links:</p> <p>https://dotdigital.com/trust-center/gdpr/</p>	Y
NFR 2.2.9	The solution should comply with the latest version of the Privacy and Electronic Communications Regulations (PECR) via the Information Commissioners Office.	
	<p><i>Comments:</i></p> <p>Yes, Dotdigital is committed to complying with data protection and privacy-related regulations, including the Privacy and Electronic Communications Regulations (PECR) set forth by the Information Commissioner's Office (ICO). As a reputable provider of marketing automation and email marketing services, we are expected to follow the necessary guidelines and requirements to ensure lawful practices in our operations.</p> <p>Compliance activities involve adhering to rules regarding electronic communications, such as the consent required for sending marketing emails, respecting customers' opt-in and opt-out preferences, and providing clear information about data collection and processing practices.</p>	Y
NFR 2.2.10	The solution must comply with the latest Data Protection legislation as published.	
	<p><i>Comments:</i></p> <p><i>Response as per 2.2.8</i></p>	Y
NFR 2.2.11	The solution should comply with the latest version of the Privacy and Electronic Communications Regulations (PECR) via the Information Commissioners Office.	

	<p><i>Comments:</i></p> <p>Response as per 2.2.9</p>	Y
2.3 Recovery, Reliability and Availability		
NFR 2.3.1	The solution must have an uptime of 99% or higher.	Y
	<p><i>Comments:</i></p> <p>Yes, we consistently achieve this, and in fact for 99.5% as per our global SLA: https://support.dotdigital.com/en/articles/8199448-global-service-level-agreement-for-dotdigital</p>	
NFR 2.3.2	The supplier must ensure that all planned outages are agreed in advance by all parties	
	<p><i>Comments:</i></p> <p>Yes, please refer to global SLA in 2.3.1.</p> <p>Where we experience widespread outages or interruption to normal service, we'll provide regular updates via dotdigitalstatus.com. We'll additionally provide detailed root cause analysis (RCA) reports for all Priority 1 – Urgent issues (see table below for more details on priority).</p>	Y
NFR 2.3.3	The solution must ensure a Mean Time To Recovery (System Down) of 24 Hrs.	Y
	<p>This is the average time it takes to recover from a system failure where the entire system is down.</p> <p><i>Comments:</i></p> <p>Yes, as a leading marketing automation tool and email marketing service provider, Dotdigital invests in robust infrastructure and support services to minimize service disruptions and recover quickly in the event of any downtime.</p> <p>Our infrastructure includes redundancy, backups, and data recovery mechanisms to facilitate a swift recovery in case of system failures. Rapid recovery is a priority for Dotdigital and more information on our processes can be found in the link below: https://support.dotdigital.com/en/articles/8199448-global-service-level-agreement-for-dotdigital</p>	
NFR 2.3.4	The solution must ensure a Mean Time To Recovery (Information Unavailable) of 12 Hrs.	Y
	<p>This is the average time it takes to recover from a system failure where some information is unavailable but not all the system is affected.</p> <p><i>Comments:</i></p> <p>Response as per 2.3.3</p>	

NFR 2.3.5	<p>The solution must have a Recovery Point Objective (RPO) / Restore time of 12 Hrs.</p> <p>The RPO describes the interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital has an RPO of 5 minutes.</p>	Y
NFR 2.3.6	<p>The solution must have a Recovery Time Objective (RTO) / Backup time of 12 Hrs.</p> <p>The RTO is the duration of time and a service level which the application must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity.</p> <p><i>Comments:</i></p> <p>Dotdigital has an RTO of 24 hours and we will be happy to discuss this in more detail if something more bespoke is required.</p>	Y
NFR 2.3.7	<p>The solution must comply with ISO/IEC 22301 standards for Security and Resilience in respect of Business Continuity Management systems.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is certified in ISO 27001, ISO 27701 and Cyber Essentials (+).</p>	Y
2.4 Security		
NFR 2.4.1	<p>The supplier could be Cyber Essentials Plus certified.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is Cyber Essentials Plus certified and all certificates can be shared if required.</p>	Y
NFR 2.4.2	<p>The solution must either be certified to ISO27001 by a UKAS accredited body OR be able to evidence compliance with the controls specified in ISO27001 Annex A</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is certified in ISO 27001, ISO 27701</p>	Y
NFR 2.4.3	<p>The solution must comply with NCSC's Cloud Security Principles (if solution is cloud-based system)</p> <p><i>Comments:</i></p> <p>Yes, this applies to our CSP's, MS Azure and GCP.</p> <p>Our product infrastructure is hosted in MS Azure and GCP.</p> <p>Compliance offerings:</p> <p>Azure - https://learn.microsoft.com/en-us/azure/compliance/</p>	Y

	<p>GCP - https://cloud.google.com/security/compliance/offerings</p> <p>Physical Security:</p> <p>Azure - https://docs.microsoft.com/en-us/azure/security/fundamentals/physical-security</p> <p>GCP - https://cloud.google.com/docs/security/infrastructure/design</p>	
NFR 2.4.4	<p>The solution must comply with NCSC's secure communication principles guidance, found at the following link: Secure communications principles - NCSC.GOV.UK</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital is compliant as per requirements of our ISO and CE certifications.</p>	Y
NFR 2.4.5	<p>The Call Off Solution Must include Single Sign On support utilising Azure AD as the central repository for the purposes of Agent and TL authentication. In accordance with the NCSC guidance on Enterprise Authentication Policy. At this current Link NCSC security advice, Enterprise Sign On.</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital offers Single Sign-On (SSO) support, and can integrate with Azure Active Directory (AD) as a central repository for the purposes of authentication. By utilizing Azure AD, Dotdigital's platform can provide a seamless and secure authentication process for users in line with the National Cyber Security Centre (NCSC) guidance on Enterprise Authentication Policy.</p> <p>Guidance is here: https://support.dotdigital.com/en/collections/5610136-single-sign-on-ss0.</p> <p>We would ask a questionnaire to be completed to confirm compatibility.</p>	Y
NFR 2.4.6	<p>The solution must protect accounts via MFA, which could be achieved via Single Sign On support (referred to in NFR 2.6.5).</p> <p><i>Comments:</i></p> <p>Yes, Dotdigital values the importance of security and supports Multi-Factor Authentication (MFA) for protecting user accounts. By implementing MFA, Dotdigital adds an extra layer of protection, ensuring that users need to provide additional verification before accessing their accounts.</p> <p>In addition to MFA, Dotdigital also supports Single Sign-On (SSO) integration with popular identity providers, such as Azure Active Directory. Combining SSO and MFA can provide a seamless and secure authentication process, enhancing both convenience and the overall security of user accounts.</p> <p>All Dotdigital staff are required to use SSO and MFA in order to access the platform, the same restrictions can be applied by you by following the guides below:</p> <p>How to set-up SSO: https://support.dotdigital.com/en/articles/8717698-set-up-single-sign-on-ss0-for-your-account</p>	Y

	How to set-up MFA: https://support.dotdigital.com/en/articles/8199440-secure-your-account-with-two-factor-authentication	
2.5 Interoperability		
NFR 2.5.1	The solution should have defined interoperability data model in regards to any data extraction and interfacing.	
	<p><i>Comments:</i></p> <p>Yes, Dotdigital provides a well-defined Application Programming Interface (API) for extracting data and interfacing with external systems. OurAPI supports a variety of operations, including data export, import, and integration with other applications. This allows for seamless integration and interoperability with various tools, systems, and platforms.</p> <p>The API provides a standardized data model and a set of methods to interact with the Dotdigital platform. Developers can access this API to perform functions such as managing contact data, creating and managing campaigns, accessing engagement statistics, and much more.</p> <p>To get started with Dotdigital's API, consult their API documentation, which offers a comprehensive guide on the available endpoints, data models, and best practices.</p> <p>Keep in mind that working with APIs typically requires technical expertise, so you may need a developer or technical specialist to set up and maintain the integration. Dotdigital can provide API Consultancy and support if required.</p> <p>Supporting links:</p> <p>https://developer.dotdigital.com/</p>	Y
NFR 2.5.2	The interoperability data model should be available to be stored in the NHSBSA's central data model repository.	
	<p><i>Comments:</i></p> <p>Yes, Dotdigital's interoperability data model, available through its API, does not restrict where you can store the data extracted from the Dotdigital platform. As long as you follow the API guidelines, adhere to policies and terms of use, and comply with data protection regulations, you can store the transferred data in the NHSBSA's central data model repository or any other repository of your choice.</p> <p>To ensure the correct implementation of Dotdigital's API while storing records in the NHSBSA's central data model repository, you should involve technical specialists and follow both Dotdigital's API documentation and the NHSBSA's data storage policies and requirements.</p>	Y
NFR 2.5.3	The interoperability data model should be aligned with the NHSBSA's approved Data Standards NHSBSA Data Architect (<i>Appendix A</i>)	
	<p><i>Comments:</i></p> <p>Yes, in Dotdigital you can utilise multiple types of data fields / models, as well as custom data fields.</p>	Y

Appendix A

atamis Supplier Portal

eSourcing Response Document
10 June 2024

Project Ref and Name: **C283186 W127690 [Proc] Email Communications and Marketing Tool**
Section: **3. Social Value Envelope**
Supplier Name: **Dotdigital EMEA Ltd**

Business rule 2: Circular economy – resources and waste strategy

Circular Economy

Please confirm that you will support NHSBSA with the following: 2020: All suppliers have circular ICT policies and strategies and products are routinely designed for durability, ease of maintenance and recycling. Problematic materials and substances have, or are being, phased out of use. 2025: HMG suppliers have established zero waste to landfill or zero-waste targets. Suppliers are meeting targets to incorporate more recycled materials in their products and eliminate the use of single use plastics. There's a yearly increase in ICT kit purchased/leased that is remanufactured/refurbished.

Type: Pass/Fail
Score out of: 0.00
Scoring Guidelines:
Weighting: 0.00

true

Environmental Protection

At NHSBSA we view protecting the environment as a priority, for instance engaging with staff to do environmental volunteering or engaging with our supply chain on sustainable ICT practices. Detail how, through the delivery of the contract you will engage and monitor staff, suppliers, customers, and communities in supporting environmental protection and improvement.

Type: Required
Score out of: 0.00
Scoring Guidelines:
Weighting: 0.00

The whole of our Dotdigital platform is now running on cloud provider locations that are carbon neutral and utilize 100% renewable energy, either at source or purchasing renewable energy credits. This will reduce our annual emissions by 18,124 kg CO2e from our previous physical data centres we had in operation. This project was completed in July 2022 and one of many planned as we continue on our journey to Net Zero by 2030.

We also contribute to multiple sustainability projects globally and encourage staff to engage in local environmental projects by providing two days of paid leave each year to participate in volunteering activities of their choosing. More information is available at: <https://dotdigital.com/blog/emails-that-support-the-planet/>

Business rule 1: To meet net zero by 2035 (or sooner)

Net Zero

Please confirm that you will support NHSBSA with the following: Business rule 1: To meet net zero by 2035 (or sooner) 2020: All ICT suppliers commit to science-based net zero targets in line with the Paris Agreement (or procuring department target, whichever is sooner) and have developed carbon mitigation and adaptation strategies. 2025: All ICT suppliers follow up the commitment they made to becoming net zero with a road map and action plan, showing proven progress towards the goals. Seeking a carbon positive/net gain/net positive outcome through the services provided.

Type: Pass/Fail
Score out of: 0.00
Scoring Guidelines:
Weighting: 0.00

true

Business rule 3: To meet transparency and accountability commitments

Supply Chain Data

Please confirm that you will support NHSBSA with the following: 2020: Supply chain data on carbon, environmental impacts, materials, chemicals, and wider business responsibilities are regularly harvested and analysed from tier 1 and tier 2 suppliers. For instance, blockchain is used to trace raw materials and digitise product information (digital labels, tags, watermarks, passports) thereby providing easily accessible supply chain and product information. HMG purchases only from suppliers that comply with the UK Modern Slavery Act and use of the Home Office's Modern Slavery Assessment Tool (MSAT). 2025: Suppliers help HMG map supply chains to identify high risk areas, and focussed mitigation work on those categories/supplier partners is in place. Common international reporting frameworks and standards are used with data being monitored in real time (open data standard) to measure and map key performance indicators. Reporting established for management and awareness of resilience from climate and ecological breakdown.

Type: Pass/Fail
Score out of: 0.00
Scoring Guidelines:
Weighting: 0.00

true

Appendix B – Supplier Terms and Conditions

Dotdigital Terms of Service

This document sets out the terms and conditions (“**Terms**”) between (1) the Client, whose details are set out on the Service Agreement (“**Client/you**”) and (2) Dotdigital. These Terms and the Privacy Policy govern your use of the Dotdigital system and Services. By using our Site and Services, you confirm that you accept these Terms and the Privacy Policy and that you agree to abide and be bound by them. **YOU MAY NOT USE THE SITE AND SERVICE UNLESS YOU AGREE TO BE BOUND BY THESE TERMS AND THE PRIVACY POLICY.**

1. Interpretation

1.1 In these Terms the capitalised terms set out below shall have the following meanings:

“**Associated Company**” means a company belonging to the same group as either party;

“**Charges**” means Dotdigital's charges for the Services as set out in the Service Agreement together with such other additional charges as may be agreed between the parties from time to time, including purchases made by the Client through the Software;

“**Codes**” means all applicable legislation, regulations, directions, rules, codes of practice and guidelines applicable to Messages in the countries in which the Client operates and/or in which recipients of Messages sent using the Services are located (including, without limitation, the Committee of Advertising Practice Code (CAP Code), Spamhaus best practice guides, DMA best practice guides, applicable guidelines published by the CTIA, the Mobile Marketing Association and also including, without limitation, any requirements or practices in relation to telemarketing such as a telephone preference service regime, ‘do not call’ regime (as is relevant) as may be revised or adopted in relation to marketing best practice;

“**Data Processing Agreement**” means the addendum to these Terms found at <https://dotdigital.com/terms/data-processing-agreement/>;

“**Data Protection Laws**” means: (a) in relation to the Client all data protection and/or privacy laws, principles and agreements and all electronic marketing laws, principles and agreements applicable to the country (and state where applicable) in which the Client signing a Service Agreement is located and all countries (and states where applicable) in which recipients of Messages sent via the Services are located, including but not limited to the CAN-SPAM Act 2003 and Canada’s anti-spam legislation (CASL) and, in Singapore, the Spam Control Act (Cap. 311A) and the ‘Do Not Call’ regime established by the Personal Data Protection Act (No 12 of 2012); (b) in relation to Dotdigital all data protection and/or privacy laws, principles and agreements and all electronic marketing laws, principles and agreements applicable to the country (or state where applicable) in which the Dotdigital entity signing a Service Agreement is located;

“**Dotdigital**” means the Dotdigital entity specified on a Service Agreement whose details are outlined below:

- (a) dotdigital EMEA Limited, whose registered office is at No 1 London Bridge, London, SE1 9BG (registered in England and Wales under company number 03762341 and VAT number GB 945 651 305); or
- (b) dotdigital, Inc., with its main office at Floor 18, 333 7th Avenue, New York, 10001, USA (registered in Delaware under file number 5207163); or
- (c) dotdigital APAC Pty Ltd, with its registered office at 60/2 O’Connell Street, Parramatta, New South Wales, 2150, Australia (registered in New South Wales under ACN 606 847 330);
- (d) dotdigital B.V., with its registered office at 15 Hoogoorddreef, Amsterdam 1101 BA, Netherlands (registered in Amsterdam under company number 75737264); or
- (e) dotdigital SG Pte. Ltd., with its registered office at Level 17, Frasers Tower, 182 Cecil Street, 069547, Singapore (Singapore company registration no. 201837123N).

“**Initial Term**” means the fixed term, minimum term or initial term set out in the Service Agreement;

“**Intellectual Property**” means any and all patents, copyrights (including future copyrights), design rights, trade marks, Trade Mark, service marks, domain names, trade secrets, know-how, database rights, and all other intellectual property rights, whether registered or unregistered, and including applications for any of the foregoing and all rights of a similar nature which may exist anywhere in the world and provided by or owned by Dotdigital, or its Associated Companies;

“**Material**” means written documentation and content, verbal, electronic and other information, databases, computer software, Software, designs, drawings, pictures or other images (whether still or moving), the Site, sounds or any other record of any information in any form belonging to Dotdigital but for the avoidance of doubt does not include material belonging to the Client;

“**Messages**” means communications and content sent using the Services by Clients to recipients, including, but not limited to, emails and SMS;

“**Permission-based Marketing Policy**” means Dotdigital’s permission-based marketing policy, available at <https://dotdigital.com/terms/permission-based-marketing-policy/>;

“**Privacy Policy**” means Dotdigital’s privacy policy available at <https://www.dotdigital.com/terms/privacy-policy/>;

“**Renewal Period**” means twelve (12) months;

“**Service Agreement**” means the Service Agreement confirming the Services purchased and incorporating these Terms;

“**Services**” means the provision of the Dotdigital data processing services and Software for use by the Client according to the Service Agreement whereby: (a) Dotdigital provides the Software to manipulate the personal data collected; (b) Dotdigital provides the facilities for the Client to send Messages to data subjects who have expressly consented to the Client sending them such Messages (except where otherwise agreed to by Dotdigital); and (c) Dotdigital provides facilities for the Client to export personal data together with such other services agreed between Dotdigital and the Client from time to time or ancillary to the Services;

“**Site**” means Dotdigital’s website at www.dotdigital.com;

“**Software**” means Dotdigital’s data management and manipulation software;

“**Trade Mark**” means the ‘Dotdigital’ trade mark and logo and any future registration of either of these marks or any similar mark or branding of Dotdigital or of any Associated Companies or third parties provided or used as a part of these Services or any application for registration anywhere in the world;

“**Working Day**” means Monday to Friday excluding statutory holidays in the country in which Dotdigital is located; and

“**Working Hours**” means 9.00 to 18.00 on a Working Day in the time zone in which Dotdigital is located.

- 1.2 Subject to clause 14, any reference in these terms to ‘writing’ or related expressions includes but shall not be limited to a reference to email, communications via websites and comparable means of communication.
- 1.3 Except where the context requires otherwise; the singular includes the plural and vice versa, a reference to one gender includes all genders, and words denoting persons include firms and corporations and vice versa.

2. Supply of the Services

- 2.1** Dotdigital shall provide the Services to the Client for the term set out in clause 10.1 in accordance with these Terms and the Privacy Policy. These Terms shall come into force and govern the provision of the Services by Dotdigital and the use of the Services by the Client from the date set out on the Service Agreement signed by the Client.
- 2.2** Dotdigital uses third parties to host the Dotdigital application servers for the provision of the Services. The Client hereby consents to Dotdigital using data centres located in either the EU, the USA, or Australia for the provision of the hosting services. A list of locations can be found at www.dotdigital.com/trust (as updated from time to time). Client account data is, by default, hosted at rest in the aforementioned data centre location that is local to the Client.
- 2.3** Although Dotdigital does not warrant that the Services will be uninterrupted, error, bug or virus free or that the delivery of Messages will be without delay, Dotdigital will provide the Services and maintain security measures in accordance with industry best practice. The Services will be available with 98% uptime in any calendar month, excluding scheduled maintenance and emergency maintenance. The Client's sole remedy for any failure by Dotdigital to meet the availability as stated herein shall be a service credit for the relevant calendar month calculated on the following basis:

Percentage Uptime	Percentage Credit
97% - 98%	5%
95% - 96.9%	10%
88% - 94.9%	20%
<88%	40%

Any service credits must be requested within 30 days from the end of the relevant calendar month in which the credit is being claimed.

- 2.4** It may be necessary for Dotdigital to temporarily suspend the Services in whole or in part from time to time to carry out maintenance of the Services. Dotdigital will use its reasonable endeavours to provide the Client with at least 48 hours' notice of any temporary suspensions of the Services and to undertake any scheduled and planned maintenance or repair work outside of Working Hours in order to minimise disruption to the Services provided to the Client. Such communications will be made via status.dotdigital.com to which the Client may subscribe to automated alerts. However, Dotdigital reserves the right to carry out urgent maintenance or repair work at any time where it would be unreasonable, in Dotdigital's opinion, to delay repairing the Services taking into account the interests of the Client. Services may also be suspended in whole or in part where Dotdigital or any third-party host is obliged to comply with an order, instruction or request of government, a court or other competent administrative authority or an emergency service organisation. Except for the service credit procedure contained in clause 2.3, Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause 2.4.
- 2.5** Dotdigital cannot guarantee the delivery of Messages to any recipient under the Services, as this is dependent upon accurate and up to date recipient contact information, suitable internet availability and connectivity, on various anti-spam and junk mail policies adopted by recipient service providers as well as restrictions regarding the content, wording and graphics of a Message. Dotdigital will use reasonable endeavours to assist the Client with methods to maximise the delivery rate of Messages, however Dotdigital makes no representations or warranties whatsoever about the speed or number of Messages sent that will be received by recipients. Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause 2.5, except due to Dotdigital's error or omission causing any Messages not to be sent via the Services.
- 2.6** Dotdigital will ensure that Clients will have access to Dotdigital's support team, where support may be provided by either email or phone.

3. Charges, Invoicing and Payment

- 3.1** The Client shall pay the Charges in accordance with these Terms, in the currency in which Charges are specified in the Service Agreement. Where Client pays the Charges in an alternative currency to that specified, Client shall also be responsible for the payment of currency conversion charges incurred by Dotdigital.

- 3.2** After expiry of the Initial Term, Dotdigital may alter the level of Charges or the payment terms by giving the Client 30 (thirty) days' written notice. Within 30 (thirty) days of receiving such notice, the Client must notify Dotdigital in writing if it does not accept the changes, otherwise the changes will be deemed accepted. If the Client gives notice of any objection as aforementioned the parties shall attempt to mutually agree the changes to be made to the Terms and if the parties cannot agree within 30 (thirty) days of the notice of objection being served, either party may terminate these Terms by giving the other 90 (ninety) days' notice in writing. Note that unless agreed otherwise on a Service Agreement, changes relating to SMS charges may be amended on 14 (fourteen) days written notice to the Client.
- 3.3** All Charges quoted to the Client for the provision of the Services are exclusive of any applicable tax, for which the Client shall be additionally liable at the applicable rate from time to time. The Client shall pay all Charges without withholding or deduction of, or in respect of, any tax unless required by law. If any such withholding or deduction is required, the Client shall, when making the payment to which the withholding or deduction relates, pay to Dotdigital such additional amount as will ensure that Dotdigital receives the same total amount that it would have received if no such withholding or deduction had been required.
- 3.4** Dotdigital will invoice the Charges to the Client on a monthly basis on the last day of each calendar month.
- 3.5** No payment shall be deemed paid until Dotdigital receives payment in cleared funds from the Client.
- 3.6** If the Client fails to pay Dotdigital any Charges due pursuant to these Terms, then Dotdigital shall be entitled to: (a) charge interest (both before and after any judgment) on the outstanding amount at the rate of 3% above the base rate of Barclays Bank plc from time to time, accruing on a daily basis and compounded quarterly, from the due date until the outstanding amount is paid in full; and (b) recover from the Client any amount incurred by Dotdigital utilising any third party debt agency due to the Client's failure to pay any Charges due.
- 3.7** If the Client fails to pay any sums due to Dotdigital and if 5 (five) days after being sent a payment reminder notice by Dotdigital any sums remain unpaid, Dotdigital reserves the right to: (a) disable the account; and (b) temporarily suspend the provision of the Services to the Client until such time as all outstanding invoices have been settled in full in cleared funds, whereupon the Services will be reinstated. Before reinstating the Services, Dotdigital may require the Client to pay a fee for reinstating the Services (as notified to the Client by Dotdigital) and/or set up a direct debit mandate for payment of future Charges after prior notice and explicit consent from the Client.
- 3.8** In the event of an invoice being disputed by the Client for valid and reasonable grounds, Dotdigital agrees to continued provision of the Services whilst discussions take place to resolve the basis of the dispute in accordance with the provisions of clause 12.1, provided that the undisputed portion of any relevant invoice is paid. If the Client disputes any portion of an invoice based upon usage of the Services, the Client accepts that Dotdigital's records of such usage are correct unless proven otherwise by an independent expert.

4. Data & Data Protection

- 4.1** Each party undertakes to comply with its obligations under relevant applicable Data Protection Laws and the Data Processing Agreement.
- 4.2** Personal data is derived from data provided by the Client and is not checked or monitored by Dotdigital. Dotdigital has no liability or responsibility whatsoever howsoever arising directly or indirectly to the Client for the accuracy, content or use of such personal data under this clause 4.2, provided that such use is in accordance with the instructions of the Client and Dotdigital's obligations set out in these Terms.
- 4.3** Dotdigital has no responsibility or liability for the back-up of Client data and, although Dotdigital makes daily back-ups, the Client remains responsible for making its own back-ups, particularly but not limited to when the Client adds a significant amount of data to the Services over a period of 24 hours.
- 4.4** Dotdigital shall not use any Client data or materials except in connection with the provision of Services to the Client: (a) as set out in these Terms; or (b) as required by law, regulation or regulatory body or any court of competent jurisdiction.
- 4.5** The Client shall: (a) ensure that it is appropriately registered with any applicable data protection authority; (b) take appropriate organisational and technical measures against unauthorised or unlawful processing; (c) obtain where appropriate express, specific and informed consent when obtaining personal data from individuals; (d) keep full records of Message recipients opt-in/opt-out choices regarding unsolicited

Messages; (e) ensure that it obtains all necessary consents from Message recipients in respect to transferring data to the hosting location specified at clause 2.2 herein these Terms.

- 4.6** In the event of any conflict between the Data Processing Agreement and these Terms, the provisions of the Data Processing Agreement shall take precedence.

5. Client's Obligations

- 5.1** The Client warrants that it shall not: (a) use the Services in breach of Dotdigital's [Permission Based Marketing Policy](#); (b) forge headers or otherwise manipulate identifiers in order to disguise the origin of any content or materials transmitted through the Services; (c) use the Services in a manner which is unlawful, harmful, threatening, abusive, harassing, tortious, indecent, obscene, libellous, menacing or which infringes the Intellectual Property, proprietary or personal rights of any third party; (d) misuse or attack the Site of Services via a denial-of-service attack or by introducing viruses, trojans, worms, logic bombs or other material which is technologically harmful or (e) attempt to gain unauthorised access to the Site or Services, the server on which the Site or Services are stored or any server, computer or database connected to the Site or Services..

- 5.2** The Client warrants that it shall: (a) comply and ensure that its use of the Services complies with all Codes applicable to the country in which the Client is registered and recipients of Messages reside; (b) provide all reasonable assistance required by Dotdigital to enable Dotdigital to comply with any requirements or conditions imposed by such Codes; (c) provide, Dotdigital, relevant authority, user group or regulator of the Codes with all information or material reasonably requested in order to carry out any investigation in connection with the Client's use of the Services; and (d) not use the Services to upload or send to records purchased, rented or acquired from a third party in any way. Dotdigital has no responsibility or liability whatsoever howsoever arising directly or indirectly to the Client for the content of any Messages sent using the Services or Messages being sent to recipients in breach of the Client's obligations contained in this clause 5.2.

- 5.3** In relation to email Messages sent using the Services, Client warrants that:

- (a) it will identify itself in every email according to applicable law, but at least with postal address, register number, phone number, email address data and tax registry, where applicable; and
- (b) it will not use the Service to send email communications advertising or promoting email lists or services supporting unsolicited bulk email. Any Client who uses the Services to promote or advertise email lists or services supporting unsolicited bulk email will have their account disabled without notice and with immediate effect and no refund of Charges or other payments to Dotdigital will be made. Unsolicited bulk email support services may include but are not limited to: services providing service to known spam operations listed on Register of Known Spam Operations (ROKSO), services providing 'bullet-proof hosting' for spam service purposes, services obfuscating or anonymising spam senders, services selling or providing hosting for the sales or distribution of spamware or address lists, and networks knowingly hosting spammers as either stated or de facto policy.

Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise from a breach of this clause 5.3.

- 5.4** In relation to SMS Messages sent using the Services, Client warrants that:

- (a) it will not attempt to use Services to access or allow access to emergency services or impersonate any other entity; and
- (b) if Client has purchased a short code, then Client will not change the use of that short code from the use stated in any documentation in relation to approval of the short code without first obtaining an amendment to any application for approval of the short code under the new use.

Further, should Client make use of a long telephone number(s), Dotdigital reserves the right to reclaim any phone number from Client's account if, in Dotdigital's reasonable opinion, Client does not send sufficient traffic over that phone number such that the phone number is underutilized. Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause 5.4.

- 5.5** The Client shall indemnify Dotdigital against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by Dotdigital arising out of a breach of the obligations in 5.1 to 5.4 above. This indemnity shall not cover Dotdigital to the extent that a claim under it results from Dotdigital's negligence or wilful misconduct.

- 5.6** Dotdigital monitors Messages created by the Client. If Dotdigital considers in its reasonable opinion that the Client is sending Messages in breach of clause 5.1 to 5.4 above, Dotdigital may at its absolute discretion (taking into account the Client's track record of use of the Services): (a) suspend provision of Services; (b) block Client's access to the Services for such time as in each case is reasonable; and (c) add any recipient contact details to its global suppression list ("GSL"). Dotdigital will usually provide the Client with prior notice of any suspension, blocking or addition of an email to the GSL, unless immediate action is necessary in the circumstances. Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause 5.6.
- 5.7** Where Dotdigital suspends or blocks access to the Services pursuant to clause 5.6 above, a member of the Dotdigital compliance team shall contact the Client to: (a) inform the Client of the action taken or proposed action (where applicable) giving rise to the suspension; (b) explain why the access to the Services is suspended or blocked; (c) to inform the Client of the remedial actions that the Client needs to take to rectify the issues with the Client's use of the Services; (d) inform the Client of any applicable de-listing fee payable to Dotdigital (if necessary and determined in Dotdigital's sole discretion); and (e) to agree on the timescale for the Client to take the necessary remedial actions. Dotdigital shall only reactivate the Services once the Client has taken the remedial actions. If the Client fails to take the remedial actions within the timescale agreed, Dotdigital reserves the right to terminate these Terms upon giving notice to the Client and the Client shall become immediately liable to pay all outstanding fees for remainder of the unexpired Term.
- 5.8** The Client will keep its password and other access details for use with the Services confidential and restricted to those members of staff who need to know such details and shall ensure all such staff are aware of the confidential nature of such information and treat it accordingly. The Client shall notify Dotdigital immediately if it believes that such information is no longer secret. The Client is solely responsible for all activities resulting from use of the Client's password or account. The Client will not permit any person to access the Services for any unauthorised purpose that would constitute a breach of these Terms.
- 5.9** Without prejudice to its other rights in these Terms Dotdigital reserves the right to prevent the sending of any Messages forming part of the Services or any other item or material made available via the Services by the Client at any time and without notice, where the content is in Dotdigital's reasonable opinion a breach of these Terms. Dotdigital accepts no responsibility or liability to the Client for any direct or indirect loss or damage that may arise under this clause 5.9.
- 5.10** The Client is not permitted to conduct vulnerability scanning, or any form penetration testing against the Dotdigital Services or application servers. Dotdigital shall provide Client with the results of Dotdigital's own penetration tests upon written request.

6. Ownership & Use of the Intellectual Property Rights

- 6.1** Dotdigital warrants that to the best of its knowledge: (a) Dotdigital is the proprietor of the Intellectual Property and Materials supplied during the course of providing the Services; and (b) the Intellectual Property and Materials provided by Dotdigital do not infringe the intellectual property rights of any third-party.
- 6.2** Subject to the Client's compliance with the rest of this Clause 6, Dotdigital shall indemnify the Client against all liabilities, costs, expenses, damages and losses (including but not limited to any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other reasonable professional costs and expenses) suffered or incurred by the Client arising from a breach of clause 6.1. This indemnity shall not cover the Client to the extent that a claim under it results from use of Client's intellectual property.
- 6.3** Dotdigital hereby grants to the Client a personal, non-exclusive and non-transferable licence to use the Intellectual Property and/or Materials for the duration of these Terms strictly in accordance with these Terms only. The Client shall not be entitled to use the Intellectual Property and/or Materials for any other purpose than the use of the Services, including, without limitation, that the Client shall have no right to copy, translate, reproduce, adapt, reverse engineer, decompile, disassemble, create derivative works, modify, sell, rent, lease, transfer, assign, sub-licence, make any representations, warranties or guarantees with regard to the Intellectual Property and/or Materials in whole or part except as permitted by law.
- 6.4** The Client shall only use the Intellectual Property and/or Materials or any Dotdigital branding in the form stipulated by Dotdigital from time to time and shall observe all directions given by Dotdigital as to colours and size and representations of the Trade Mark and branding and their manner and disposition on

the Client's products, packaging, labels, wrappers and any accompanying leaflets, brochures or other materials.

- 6.5 The Client shall not use any mark or name confusingly similar to the Trade Mark in respect of any of its Services or use the Trade Mark as part of any corporate business or trading name or style. Dotdigital may use the Client's trade marks for publicity purposes only in a form and manner approved by the Client in writing in advance. Dotdigital may not refer to the Client in Dotdigital's marketing and advertising communications, without first obtaining consent.
- 6.6 If the Client becomes aware that any other person, firm or company alleges that the Intellectual Property and/or Materials is invalid or that use of the Intellectual Property and/or Materials infringes any rights of another party or that the Intellectual Property and/or Materials is otherwise attacked or attackable the Client shall as soon as reasonably possible give Dotdigital full particulars in writing thereof and shall make no comment or admission to any third party in respect thereof.
- 6.7 Dotdigital shall have the conduct of all proceedings relating to the Intellectual Property and/or Materials and shall in its sole discretion decide what action if any to take in respect of any infringement or alleged infringement of the Intellectual Property or passing off or any other claim or counterclaim brought or threatened in respect of the use or registration of the Intellectual Property. The Client shall not be entitled to bring any action relating to the Intellectual Property in its own name but shall reasonably assist Dotdigital upon Dotdigital's reasonable request. Dotdigital agrees to reimburse the Client's reasonable expenses incurred in complying with clauses 6.6 and 6.7.

7. Confidentiality

- 7.1 Subject to clause 7.2, neither party shall disclose at any time during the Term or for a period of ten (10) years after termination, to any third party any information relating to the other party including information relating to: (a) Intellectual Property, intellectual property, software, the Software, materials, Materials, products, systems, operations, processes, plans or intentions, product information, know-how and market opportunities; and (b) business, identity and affairs and the business, identity and affairs of its directors, officers, employees, customers and potential customers or personal data relating to customers, suppliers, agents, or subcontractors and the like, which comes into the possession of the other party as a result of or in connection with the performance of these Terms (collectively, "**Confidential Information**").
- 7.2 The provisions of clause 7.1 shall not apply to any information which: (a) is in or enters the public domain other than by a breach of clause 7.1; or (b) is in the possession of the receiving party without restriction in relation to disclosure before the date of its receipt in connection with these Terms; or (c) is obtained from a third party who is lawfully authorised to disclose such information and is provided to the receiving party without any obligation of confidentiality; (d) is authorised in advance for release by the disclosing party; or (e) may be required to be disclosed under applicable legislation or the order of a Court or other competent authority.
- 7.3 The parties shall ensure that any Confidential Information which it receives from the other shall be held with the same degree of care as that party's own Confidential Information.

8. Limitation of Liability and Indemnity

- 8.1 This clause 8 sets out the entire financial liability of either party to the other (including any liability for the acts or omissions of a party's employees, agents, consultants, and subcontractors) in respect of: (a) any breach of these Terms; (b) any use of the Services or any part of them; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with the Terms.
- 8.2 Other than where expressly stated, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from these Terms.
- 8.3 Nothing in these Terms limits or excludes the liability of either party: (a) for death or personal injury resulting from negligence; or (b) for any damage or liability incurred as a result of fraud or fraudulent misrepresentation; (c) for any indemnities provided under these Terms; or (d) for any other liability which cannot be excluded by applicable law.
- 8.4 Subject to clauses 8.2, 8.3, and where expressly stated: (a) neither party shall be liable to the other under these Terms for any loss of profits, loss of business; depletion of goodwill and/or similar losses; loss of goods; loss of contract; loss of use; loss or corruption of data or information; or any special, indirect, consequential or pure economic loss, costs, damages, charges or expenses; and (b) each party's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution

arising in connection with the performance, or contemplated performance, of these Terms shall be limited to the Charges paid or payable under the Initial Term or then-current Renewal Term, in total in respect of any single claim or series of connected claims brought by either party under these Terms.

- 8.5** If any third party makes a claim, or notifies an intention to make a claim, against either party which may reasonably be considered likely to give rise to a liability under any indemnity provided under these Terms (a “**Claim**”), the indemnifying party shall: (a) as soon as reasonably practicable, give written notice of the Claim to the indemnifying party, specifying the nature of the Claim in reasonable detail; and (b) not make any admission of liability, agreement or compromise in relation to the Claim without the prior written consent of the indemnifying party (such consent not to be unreasonably withheld), provided that the indemnifying party may settle the Claim (after giving prior written notice of the terms of settlement (to the extent legally possible) to the claiming party.
- 8.6** Nothing in this clause shall restrict or limit either party’s general obligation at law to mitigate a loss it may suffer or incur as a result of an event that may give rise to a claim under this clause 8.

9. Force Majeure

Neither party shall be responsible to the other in circumstances where some or all of the obligations (except for the obligation for the payment of Charges) under these Terms cannot be performed due to circumstances outside the reasonable control of the defaulting party including, without limitation, an Act of God, change in legislation, fire, explosion, flood, accident, strike, lockout or other industrial dispute, war, terrorist act, riot, civil commotion, failure of public power supplies, third party hacking, viruses, trojans, worms, logic bombs or other material attacking the Site, a denial-of-service attack, a distributed or malicious denial-of service attack, failure of communication facilities, unavailability of the internet. However, if such circumstances persist for more than 14 (fourteen) days, the non-defaulting party may terminate these Terms and all Charges due to Dotdigital up to the date of termination shall become immediately due and payable.

10. Term, Suspension and Termination

- 10.1** Dotdigital shall provide the Services set out in the Service Agreement and (where applicable) as purchased by the Client through the Software to the Client for the Initial Term. For the avoidance of doubt, any purchases made through the Software shall run coterminous with those set out in a Service Agreement. Upon expiry of the Initial Term, the Service Agreement and these Terms shall automatically renew for successive Renewal Periods, unless a party terminates: (a) by giving at least 30 (thirty) days’ notice prior to expiry of the Initial Term or any Renewal Period via the cancellation form available [here](#) (or as otherwise may be directed by Dotdigital); or (b) in accordance with clauses 10.3 or 10.4 below.
- 10.2** Dotdigital may immediately and without notice suspend the provision of Services to the Client if the Client’s account remains inactive for a period of 13 months or more.
- 10.3** Either party may terminate these Terms on giving written notice if: (a) either party commits a material breach of these Terms and (if capable of remedy) the breaching party fails to remedy the breach within 14 (fourteen) days after being required by written notice so to do; or (b) either party becomes insolvent or bankrupt, enters into an arrangement with creditors, has a receiver or administrator appointed or its directors or shareholders pass a resolution to suspend trading, wind up or dissolve that party other than for the purposes of amalgamation or reconstruction or it ceases, or threatens to cease trading. For the avoidance of doubt, neither party may terminate a Service Agreement for convenience unless in accordance with 11.1 below.
- 10.4** The period during which Dotdigital may suspend the Services under these Terms will continue until the circumstances giving rise to Dotdigital’s right to suspend the Services ceases to subsist or until these Terms are terminated by either party. In the event that Dotdigital suspends the provision of Services to the Client, the Client will continue to be obliged to pay all Charges owing or due for the period when the Service is suspended.
- 10.5** Any termination of these Terms for any reason shall be without prejudice to any other rights or remedies a party may be entitled to at law or under these Terms and shall not affect any accrued rights or liabilities of either party nor the coming into force or the continuance in force of any provision of these Terms which is expressly or by implication intended to come into or continue in force on or after such termination including but not limited to the warranties and indemnities contained in these Terms.

11. Effects of termination

- 11.1** Where a Service Agreement is terminated by either party before the end of the Initial Term or then-current Renewal Term (except where terminated by the Client due to a material breach of these Terms by Dotdigital), all remaining Charges for the Initial Term or then-current Renewal Term (as applicable) shall be immediately payable.
- 11.2** Following termination: (a) Dotdigital shall have no obligation to retain any Client data. If the Client wishes to export any data, it should do so prior to the effective date of termination. Where the Client requires Dotdigital to export any data on its behalf a charge may be applied for this additional service; (b) the Client shall immediately cease using the Intellectual Property and the Materials; and (c) any provision which expressly or by implication is intended to come into or remain in force on or after termination shall continue in full force and effect.

12. Disputes

- 12.1** In the event of any dispute between the parties to these Terms the parties shall within 10 (ten) days of a written request from a party to the other, meet in a good faith effort to resolve the dispute without recourse to proceedings. If the dispute is not resolved as a result of such meeting, any party may (at such meeting or within 14 (fourteen) days from its conclusion) propose to the other in writing that structured negotiations be entered into with the assistance of a neutral advisor (the “**Neutral Adviser**”). If the parties are unable to agree on the appointment of a Neutral Adviser or the Neutral Adviser is unable or unwilling to act, either party may within fourteen days from the date of the proposal to appoint a Neutral Adviser or within 14 (fourteen) days of notice to any party that he or she is unable or unwilling to act, apply to appoint a Neutral Adviser. The parties shall within 14 (fourteen) days of the appointment of the Neutral Adviser meet with him or her in order to agree a programme for the exchange of any relevant information and the structure to be adopted for the negotiations. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the parties in any future proceedings. If the parties accept the Neutral Adviser’s recommendations or otherwise reach agreement on the resolution of the disputes, such agreement shall be set down in writing and, when signed by their duly authorised representative, shall be binding on the parties. Failing agreement, either of the parties may invite the Neutral Adviser to provide a non-binding opinion in writing. Such opinion shall be provided on a without prejudice basis and shall not be used in evidence in any proceedings commenced pursuant to the terms of these Terms without the prior written consent of the parties.

13. Assignment

- 13.1** Neither party shall assign the whole or any part of these Terms without the prior written consent of the other party, such consent not to be unreasonably withheld, however Dotdigital shall be entitled to assign these Terms to any entity that purchases the shares or assets of that party as the result of a merger, takeover or similar event, unless such acquiring entity is a competitor of the non-assigning party.

14. Communication & Notices

- 14.1** Notices or proceedings relating to a dispute shall be given by post addressed to the other party at its registered office or principal place of business as may at the relevant time have been notified. Other notices required to be given by either party to the other under the terms of these Terms may be given in writing by post or by email. Where such notice is given by email it shall be sent to the registered email address provided to Dotdigital by the Client.
- 14.2** Any such notice shall be deemed to have been received:
- (a) if delivered personally, at the time of delivery;
 - (b) if sent by post:
 - (i) within the United Kingdom, 2 (two) Working Days after posting;
 - (ii) if sent to any other country, 5 (five) Working Days after posting; provided that if deemed receipt occurs before 9am or after 5pm on a Working Day then the notice shall be deemed to have been given on the next Working Day; or
 - (c) if sent by email, 5pm on that Working Day (or the following Working Day if not sent on a Working Day).

15. General

- 15.1** Except where otherwise expressly stated herein, these Terms constitute the entire agreement between the parties relating to the subject matter of these Terms and, supersedes any previous agreement or understanding whatsoever whether oral or written relating to the subject matter of these Terms. In the event of any conflict between these Terms and the terms contained in the Service Agreement, the Service Agreement shall prevail.
- 15.2** Dotdigital may at its reasonable discretion, change or modify the Terms or Services to comply with a change in any applicable law upon giving the Client 30 (thirty) days' notice of the same either by email or notification on the website. Within a further 14 (fourteen) days from the expiry of such 30 (thirty) days' notice, the Client may notify Dotdigital in writing that it wishes to terminate these Terms with effect from the date of any proposed change to the Terms or Services. Dotdigital may then choose to either accept the notice of termination from the Client, alter the Terms or Service or withdraw its notice to the Client. If no such notice is received from the Client, the Client shall be deemed to have accepted the changes made by Dotdigital.
- 15.3** Each party warrants to the other that it has the power and authority: (a) to enter into these Terms; and (b) to perform its obligations under these Terms.
- 15.4** These Terms shall not be deemed to create any partnership or employment relationship between the parties.
- 15.5** Nothing contained in these Terms is intended to be enforceable by any third party pursuant to any rights that such third party may have under applicable law or otherwise.
- 15.6** No act, failure or delay to act, or acquiescence by Dotdigital or the Client in exercising any of its rights under these Terms shall be deemed to be a waiver of that right or in any way prejudice any right of Dotdigital or the client under these Terms, and no waiver by Dotdigital of any breach of these Terms by the Client shall be considered as a waiver of any subsequent breach of the same or any other provision. Any waiver or relaxation whether partly or wholly of any of the terms or conditions of these Terms shall be valid only if in writing and signed by or on behalf of Dotdigital and shall apply only to a particular occasion and shall not be continuing and further shall not constitute a waiver or relaxation of any other terms or conditions of these Terms.
- 15.7** If any provision of these Terms is held by any court or other competent authority to be unlawful, invalid or unenforceable in whole or in part, the provision shall, to the extent required, be severed from these Terms and rendered ineffective as far as possible without modifying the remaining provisions of these Terms, and shall not in any way affect any other circumstances of or the validity or enforcement of these Terms.

16. Jurisdiction and Applicable Law

- 16.1** Each party agrees to these Terms being subject to the applicable law of the country or state as specified below, without regard to choice of law or conflict of law rules, and the courts specified below shall have exclusive jurisdiction to determine any disputes arising under these Terms:
- a) for Clients signing a Service Agreement with dotdigital EMEA Limited – the laws of England & Wales shall govern these Terms and the courts of England & Wales shall have exclusive jurisdiction; or
 - b) for Clients signing a Service Agreement with dotdigital B.V. – the laws of the Netherlands shall govern these Terms and the courts of Amsterdam shall have exclusive jurisdiction; or
 - c) for Clients signing a Service Agreement with dotdigital, Inc. – the laws of the state of New York shall govern these Terms and the courts of New York shall have exclusive jurisdiction;
 - d) for Clients signing a Service Agreement with dotdigital APAC Pty Ltd – the laws of New South Wales, Australia shall govern these Terms and the courts of New South Wales, Australia shall have exclusive jurisdiction; or
 - e) for Clients signing a Service Agreement with dotdigital SG Pte. Ltd. – the laws of Singapore shall govern these Terms and the courts of Singapore shall have exclusive jurisdiction.

17. Compliance & Export Restrictions

17.1 Modern Slavery.

Dotdigital undertakes and represents that:

- a) neither Dotdigital nor any of its officers, employees, agents or subcontractors has:
 - (i) committed an offence under the Modern Slavery Act 2015 (an “**MSA Offence**”); or
 - (ii) been notified that it is subject to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015; or
 - (iii) is aware if any circumstances within its supply chain that could give rise to an investigation relating to an alleged MSA Offence or prosecution under the Modern Slavery Act 2015;
- b) it shall comply with the Modern Slavery Act 2015 and Dotdigital’s Modern Slavery Policy (as applicable);
- c) it shall notify the Client immediately in writing if it becomes aware or has reason to believe that it, or any of its officers, employees, agents or subcontractors have breached or potentially breached any of Dotdigital’s obligations under clause 17.1(b). Any such notice shall set out full details of the circumstances concerning the breach or potential breach of Dotdigital’s obligations.

17.2 Bribery. For the purposes of this clauses, means the Bribery Act 2010 and associated guidance published by the Secretary of State for Justice under the Bribery Act 2010. Dotdigital shall ensure that it and each person referred to in (a) to (c) below (inclusive) does not, by any act or omission, place Client in breach of any Bribery Laws. Dotdigital shall comply with all applicable Bribery Laws in connection with the performance of the Services, ensure that it has in place adequate procedures to prevent any breach of this clause 17.2 and ensure that:

- (a) all of Dotdigital’s personnel and all direct and indirect subcontractors of Dotdigital;
- (b) all others associated with Dotdigital; and
- (c) each person employed by or acting for or on behalf of any of those persons referred to in (a) and (b) above),

involved in performing the Services or with these Terms so comply.

Without limitation to the above, Dotdigital shall not in connection with the performance of the Services and/or these Terms make or receive any bribe (which term shall be construed in accordance with the Bribery Act 2010) or other improper payment or advantage, or allow any such to be made or received on its behalf, either in the United Kingdom or elsewhere, and will implement and maintain adequate procedures to ensure that such bribes or improper payments or advantages are not made or received directly or indirectly on its behalf.

Dotdigital shall immediately notify the Client as soon as it becomes aware of a breach of any of the requirements in this clause 17.2.

17.3 Export Restrictions. The Services, content, and other technology that Dotdigital makes available, and derivatives thereof may be subject to export laws and regulations of the United States and other jurisdictions. Each party represents that it is not named on any U.S. government denied party list. The Client shall not permit users to access or use any Service or content in a U.S. embargoed country (currently Cuba, Iran, North Korea, Sudan or Syria) or in violation of any U.S. export law or regulation.

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform 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:

1. Pricing Mechanism

1.1 The Charges associated with the Service, as detailed under Part A: Order Form - Call-off contract Charges, shall operate on a fixed price basis. Invoices will be provided on a monthly basis outlining that particular month's usage and costs. For the avoidance of doubt, this does not include overage charges or any pay-as-you-go charges specified under Schedules 1 and 2.

2. Ordering

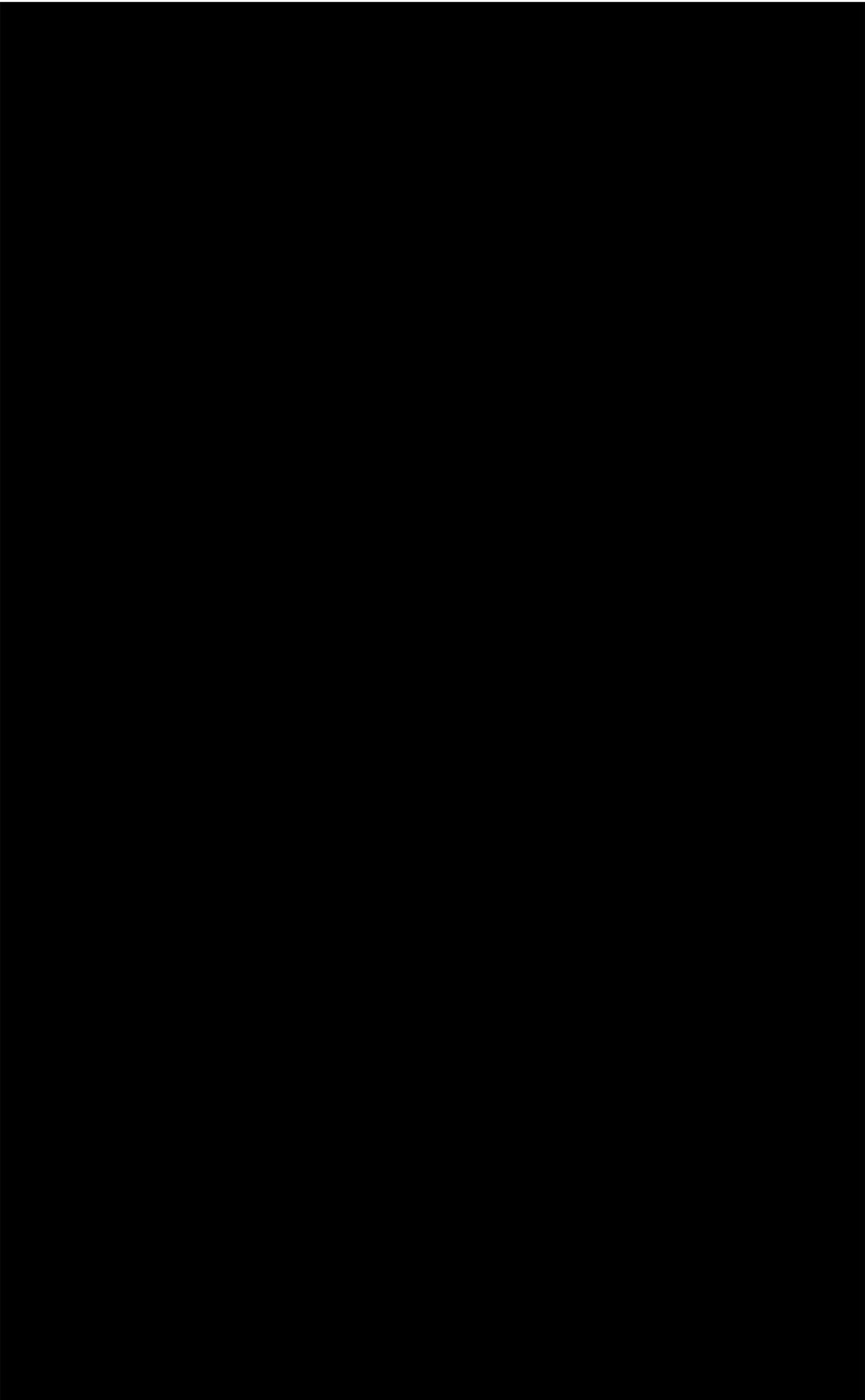
2.1. All payments will be made in accordance with the Call-Off Terms and Conditions and the Order Form, in particular the Payment Profile section.

2.2. Any one-off Charges for Services will be in advance further to the invoice to be issued after signing the contract, in line with the Payment Profile.

Description	One-off Cost (ex VAT)	Monthly cost (ex VAT)
Email & SMS Marketing: Package 400,000		██████
Standard Messaging Allowance (Annual) 6,000,000		██████
SMS United Kingdom Virtual Mobile Number – Rental		██████
Single Sign-On for Dotdigital		██████
Additional From Alias x20	██████	
Premium Pay-As-You-Go Messaging	██████	
SMS United Kingdom Virtual Mobile Number - Setup	██████	
CRM Stream Managed Onboarding	██████	
One-off fee total	██████	
Monthly fee total		██████
Annual fee total	████████████████████ ████████████████████ ████████████████████	

[REDACTED]
[REDACTED]

[REDACTED]



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 Clause 2 (Services) 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 Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
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.

<p>Charges</p>	<p>The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.</p>
<p>Collaboration Agreement</p>	<p>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.</p>
<p>Commercially Sensitive Information</p>	<p>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.</p>
<p>Confidential Information</p>	<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').
<p>Control</p>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>

Controller	Takes the meaning given in the UK 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 Call-Off Contract 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)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

<p>Default</p>	<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>
<p>DPA 2018</p>	<p>Data Protection Act 2018.</p>
<p>Employment Regulations</p>	<p>The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .</p>
<p>End</p>	<p>Means to terminate; and Ended and Ending are construed accordingly.</p>
<p>Environmental Information Regulations or EIR</p>	<p>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.</p>
<p>Equipment</p>	<p>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.</p>

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	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: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

<p>Force Majeure</p>	<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 <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • 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
<p>Former Supplier</p>	<p>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).</p>
<p>Framework Agreement</p>	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

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 Clause 2 (Services) 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.
UK GDPR	The retained EU law version of the 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 • a Dun & Bradstreet rating of 10 or less
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 Buyer'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, 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.
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 Schedule 6.
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 UK GDPR.

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK 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

<p>Project Specific IPRs</p>	<p>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.</p>
<p>Property</p>	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>
<p>Protective Measures</p>	<p>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.</p>
<p>PSN or Public Services Network</p>	<p>The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.</p>
<p>Regulatory body or bodies</p>	<p>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.</p>

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 Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
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-controlscheck-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.

<p>Subcontract</p>	<p>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.</p>
<p>Subcontractor</p>	<p>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.</p>
<p>Subprocessor</p>	<p>Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.</p>
<p>Supplier</p>	<p>The person, firm or company identified in the Order Form.</p>
<p>Supplier Representative</p>	<p>The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.</p>

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: UK GDPR Information

This schedule reproduces the annexes to the UK GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract and clause and schedule references are to those in the Framework Agreement but references to CCS have been amended.

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]
[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.

Description	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 paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data under this Call-Off Contract.</p>

Duration of the Processing	From the Start Date until the Expiry Date (unless extended, in which case until the end of the applicable extension period) and for 90 days thereafter.
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Nature and purposes of the Processing	Processing is undertaken by the Supplier on the behalf of the Buyer in order to send communications to data subjects determined by the Buyer. Further actions are determinable by the Buyer, such as segmenting, automating and gathering reporting data around those communications.
Type of Personal Data	Data relating to individuals provided to the Supplier via the provision of the services by or at the direction of the Buyer, including but not limited to contact data (such as email address, contact number, name or other contact details), marketing preferences, IP address and usage information (including online navigation data of the communication sent, location data such as country and/or city the communication was issued to and browser data in relation to the communication issued).
Categories of Data Subject	Data subjects include the individuals about whom data is provided to the Buyer via the services by or at the direction of the Buyer or end-users of the Buyer.
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	Personal data is retained for 90 days after the Expiry Date (although data within the platform can be deleted by the Buyer at any time) after which account data will be deleted. Data can be exported from the platform by the Buyer at any time until the Expiry Date.

Annex 2: Joint Controller Agreement

Not used.

Schedule 8: List of Sub-Processors

GROUP THIRD PARTY SUB-PROCESSORS

The dotdigital affiliates below are global subsidiaries of the Dotdigital group, who may provide support or technical assistance in certain circumstances in addition to the service provided and performed by dotdigital EMEA Limited, located in the United Kingdom.

All Dotdigital group companies adhere to the same technical & organisational security measures in accordance with the ISO 27001 standard, covering: Pseudonymisation and Encryption; Confidentiality; Integrity; and Availability.

More details can be found at: <https://dotdigital.com/trust-center/technical-and-organisational-security-measures/>

