



Crown Commercial Service

G-Cloud 9 Call-Off Contract

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

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Part A - Order Form

Digital Marketplace service ID number:	956893633136159
Call-Off Contract reference:	DWP SRE Service -21372_G Cloud 9 (Supplier Reference: REDACTED)
Call-Off Contract title:	Site Reliability Engineering (SRE) Service
Call-Off Contract description:	Hybrid Cloud Services support will be provided to Applications by a Site Reliability Engineering (SRE) Service, to facilitate successful transition and operation in the Public Cloud.
Start date:	24 th August 2018
Expiry date:	24 th August 2020
Call-Off Contract value:	Up to a maximum of £4,900,000 subject to individually governed Statements of Work (SoW). The initial SoW 1 (Schedule 1) is approved at £3,285,140 for a 12 month period (August 2018-August 2019).
Charging method:	Fixed charges for core services, driven by consumption forecasts agreed between the Parties as detailed in the Payment Profile
Purchase order number:	To be shared with Supplier when SOP record set up

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

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

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

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

From: the Buyer	<p>Buyer's main address:</p> <p>Department for Work and Pensions DWP Commercial Directorate Finance Group 5th Floor 2 St Peter's Square Manchester M2 3AA</p>
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To: the Supplier	Kainos Software Limited 4-6 Upper Crescent Belfast BT7 1NT Company number: NI019370
Together: the 'Parties'	

Principle contact details

For the Buyer:	Name: REDACTED Title: Deputy Director, Hybrid Cloud Services Email: REDACTED Phone: REDACTED
For the Supplier:	Name: REDACTED Title: Client Director Email: REDACTED Phone: REDACTED

1 Call-Off Contract term

1.1 Start date:	This Call-Off Contract Starts on 24 th August 2018 and is valid for 24 months.
1.2 Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 45 calendar days from the date of written notice for Ending without cause, 15 days of which are to allow early commencement of off-boarding activities.
1.3 Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 2 months' written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.

2 Buyer contractual details

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

2.1 G-Cloud lot:	This Call-Off Contract is for the provision of Services under: Lot 3 - Cloud support
2.2 G-Cloud services required:	It is acknowledged by the Parties that the volume of the G-Cloud Services utilised by the Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of this Call-Off Contract.

	<p>The overarching Services which could be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p>  <p>Kainos Service Definition pdf</p> <p>Specifically the Services being delivered by the Supplier to the Buyer and its Affiliate are from individual Statements of Work as described in SOW 1 (Schedule 1 of this Call-Off contract). Future services will be added as Variations to Schedule 1 under additional Statements of Work.</p>
2.3 Additional services:	Not applicable
2.4 Location or Service Locations:	<p>For SoW 1 the Services will be delivered initially from Manchester, Sheffield, Newcastle & Leeds. Additional sites rolled out as required and within a “reasonable” written notification period of 8 weeks, the Supplier will work towards minimising this period. The Parties agree that Sheffield is an additional Buyer location and where required, adjustments will be made to the appropriate Payment Profile through the Variation process. With the introduction of a fourth site, Sheffield, which will be on-boarded under the same timeframe as Manchester, any impacts on Service scope and Charges as a result of such introduction will be addressed through the Variation Process.</p> <p>The Buyer recognises that the Supplier will be using their own locations to deliver the Services, any such arrangements are to be reasonably agreed between Parties. The Supplier will ensure that there is adequate and agreed level of Supplier resource presence at Buyer Locations during Standard Hours</p> <p>During out of hours, the Supplier is permitted by the Buyer to use its own locations to deliver the Services without prior agreement.</p>
2.5 Quality standards:	The quality standards required for this Call-Off Contract are included at section 2.2.
2.6 Technical standards:	The technical standards required for this Call-Off Contract are included at section 2.2.
2.7 Service level agreement:	See Schedule 1
2.8 On-boarding:	At the start of the contract there will be one (1) month of mobilisation. For the first month, this will be a period of finalising documentation and processes and engaging stakeholders. From month 2, all Services at the Manchester & Sheffield Locations and thereafter, all of the other Locations will be live and be delivered to agreed SLAs, and appropriate service remedies, which will be reported against.
2.9 Off-boarding:	<p>In relation to off-boarding, the following will be required but not be limited to:</p> <ul style="list-style-type: none"> a. An initial off-boarding plan, which is to be maintained/ agreed on Quarterly basis or on significant changes to scope b. Compliance with the off-boarding Plan

	<p>c. All artefacts/data relating to scope Services (Schedule 1) will be handed over to Buyer at the time of off-boarding without any cost implications or IPR restriction – see Clause 11</p> <p>d. Deletion of Buyer data</p> <p>e. Knowledge transfer.</p> <p>At the end of the off-boarding period - removal of security clearance and site/system access for the Supplier by the Buyer.</p>									
2.10 Collaboration agreement:	Not applicable									
2.11 Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £500,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £500,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The limit on Parties' liabilities set out in this section is an aggregate limitation and not a per Affiliate limitation.</p>									
2.12 Insurance:	<p>The 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 									
2.13 Force majeure:	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive calendar days.									
2.14 Audit:	The following Framework Agreement audit provisions will be incorporated under Part B clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits: six (6) monthly at Buyer discretion with both Parties acting reasonably to agree scope of the audit.									
2.15 Buyer's responsibilities:	<table border="1"> <thead> <tr> <th>Item</th> <th>Group</th> <th>Description</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td>Supplier On-boarding</td> <td>Buyer will provide suitable office space in each location for the Supplier team to work together in an environment which supports collaboration and open communication.</td> </tr> <tr> <td>2.</td> <td>Supplier On-boarding</td> <td>Buyer will provide access to such Buyer facilities, as required for the delivery of the project as are reasonably necessary, to include hardware and software, and access to the required systems and technology.</td> </tr> </tbody> </table>	Item	Group	Description	1.	Supplier On-boarding	Buyer will provide suitable office space in each location for the Supplier team to work together in an environment which supports collaboration and open communication.	2.	Supplier On-boarding	Buyer will provide access to such Buyer facilities, as required for the delivery of the project as are reasonably necessary, to include hardware and software, and access to the required systems and technology.
Item	Group	Description								
1.	Supplier On-boarding	Buyer will provide suitable office space in each location for the Supplier team to work together in an environment which supports collaboration and open communication.								
2.	Supplier On-boarding	Buyer will provide access to such Buyer facilities, as required for the delivery of the project as are reasonably necessary, to include hardware and software, and access to the required systems and technology.								

3.	Supplier On-boarding	Buyer will give Supplier sufficient access to for example, all applications and environments required to support the in-scope applications and infrastructure.	
4.	Buyer Personnel	Buyer will make available the required authorised (to make decisions) and qualified (with relevant expertise of the Services) staff for the duration of the Services, accessible by Supplier as reasonably needed and who will perform the functions within timescales to be agreed by both Parties, including review and sign off as requested.	
5.	Buyer Personnel	Buyer will ensure that the appropriate representatives (Application Owners, Product Managers, end users, etc) are available to the Supplier's team subject to suitable notice agreed with the Buyer.	
6.	Buyer Personnel	<p>Buyer will ensure that the suggested minimum number of in house engineers are made available for enablement and operation of the Service as part of the collaborative and run and operate service teams. The minimum number is as follows:</p> <ul style="list-style-type: none"> • Month 3: 2 engineers • Month 6: 4 engineers • Month 9: 6 engineers <p>These numbers are proportionally aggregated across all live Locations/Service Locations at any time and the Parties acting reasonably can agree what the Buyer presence is in any live sites during the stated months. On such a basis, if the Buyer cannot provide the minimum number of personnel, then the Supplier may do so subject to a Variation and additional costs may be incurred</p>	
7.	Buyer Stakeholder Relationships	Buyer will be solely responsible for all Buyer owned third party relationships and payment of all associated costs.	
8.	Buyer Stakeholder Relationships	Buyer will ensure co-operation from other suppliers working on the project and provide introductions to other suppliers as and when required.	
9.	Buyer Assets	Buyer will maintain all licenses and maintenance agreements for software used in or required in delivery of the Services and development or support of the applications.	
10.	Buyer Assets	Buyer will procure all Buyer tools or technology that are needed and approved for use by the team to deliver. The Supplier may recommend alternative tools, from time to time, with clear benefits of such alternatives and impacts of not using these, for Buyer's consideration. If such tools are	

		not procured by the Buyer, the Parties, acting reasonably, will agree the consequence of such impacts to the Services.	
11.		Buyer will retain responsibility for the overall management of the end to end Buyer service operations under this Call-Off contract.	
12.	Acceptance Criteria	The Buyer and Supplier will mutually agree the Standard Acceptance Criteria for the applications and readiness for these to consume hyper-scale cloud services (AWS and Azure services), with the Supplier Delivery Lead within the first month of the start of the contract.	
13.	Buyer Support	Buyer will provide the 1st line support which will be responsible for receiving escalations and calls from end users. Out of hours escalations for P1 and P2 Incidents will be made via 1st line support and phone call to the on-call number which the Supplier will provide. Supplier will work to Buyer's standard on call procedures and processes. Upon notification by the Buyer of updated on call procedures and processes, the Supplier will not unreasonably withhold alignment to same.	
14.	Buyer Assets	Buyer will provide the SRE teams with a suitable Buyer Service Desk Portal tool to facilitate Incident management, Incident metric collection and knowledge sharing. The Supplier will be provided with incident metrics by the Buyer within 24 hours of the last day of the calendar month in respect of the previous month for review.	
15.	Supplier On-boarding	During the on-boarding phase, the Buyer and Supplier will agree the protocol of Buyer availability for Buyer site representatives who will be contactable out of hours to facilitate the 24/7 out of hours service	
16.	Supplier On-boarding	Buyer will authorise the sponsorship of SC clearance of Supplier staff as determined by Buyer.	
17.	Supplier On-boarding	Buyer will be responsible for ensuring that all applications handed over to Supplier for SRE Service Transition are operationally ready for transition.	
18.	Buyer Assets	Buyer will be responsible for ensuring that the HCS Platform will support Supplier delivery of the Service as assessed through the agreed Acceptance Criteria. Buyer will accept that where a HCS Platform issue or risk may hinder the delivery of the Service, this is taken into account. Any remedial actions required will be addressed by the Buyer.	
19.	Buyers Assets	The Services will apply to the Buyer's AWS and Azure environments.	

	20.	Service Level Agreements	Supported services are limited to production and staging environments. The SLA will only apply to production (Live) environments.
	21.	Supplier Support	The Supplier is responsible for all Services up to the operating system layer only, including operating system patching. The Buyer is responsible for applications and application patching.
	22.	Buyer Assets	All Buyer supported Applications will have a release cadence (which covers normal development or Incidents lifecycle) that complies with the Buyers release management process. For the avoidance of doubt, this does not remove the Suppliers responsibility to manage application release pipelines and code deployments into production.
	23.	Buyer Assets	The Buyer will be responsible for Shared Security Services (SecOps)
	24.	Services	The Buyer shall provide sufficient and timely access to environments so as not to impact upon the Supplier delivering the Services in accordance with the SLA. If the Buyer fails to do so, the Supplier will not be responsible for any associated failure to achieve the SLA (however the Supplier will take all reasonable endeavours to meet the required SLA's).
	25.	Services	Pursuant to Part B, section 16.2 of this Call-Off, the Buyer shall supply the most up to date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.
	26.	Services	The Supplier will facilitate a regular weekly 2-3 hour release window outside of Standard Hours (as defined in Table 3). The Supplier will facilitate reasonable requests for 'Emergency releases' as required, assuming frequency is no more than one (1) per month.
2.16 Buyer's equipment:		The Buyer will provide such equipment as required for the Supplier to deliver the services.	

3 Supplier's information

3.1 Subcontractors or partners:	Not relevant for the purpose of this Call-Off contract
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4 Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below.

4.1 Payment method:	The payment method for this Call-Off Contract is via BACS
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4.2 Payment Profile:	<p>The Payment Profile for SoW 1 of this Call-Off Contract is set out in Part B Schedule 2 section 1 (and includes both Table 1 and 2 of this section). Any changes to the Payment Profile will be addressed using the Variation process.</p> <p>All prices exclude VAT and expenses (where applicable).</p>
4.3 Invoice details:	<p>The Supplier will post paper invoices to the Buyer SSCL address and send a PDF version of the invoice to the SSCL email address below in accordance with the appropriate agreed Payment Profile.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of the valid PDF invoice at SSCL.</p>
4.4 Who and where to send invoices to:	<p>Hard copies and electronic invoices shall be sent and emailed respectively to:</p> <p>(1) DWP, PO Box 406, SSCL Phoenix House Celtic Springs Business Park Newport NP10 8FZ.</p> <p>(2) PDF versions of invoices should ALSO be emailed to the shared inbox: APinvoices-DWP-U@sscl.gse.gov.uk</p>
4.5 Invoice information required – for example purchase order, project reference:	<p>All invoices must include: purchase order number, project reference and Buyer's reference details.</p> <p>The invoice format will follow the standard Supplier invoice format mirroring the necessary information as described in Part B, section 7.5 of the Call-Off Contract. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the Payment Profile set out above at 4.2 and the provisions of this Call-Off Contract</p> <p>Note: there will be one purchase order each for the 'SRE Transition Services', 'SRE Engineering Services' and '24/7 Support'. Invoices must be against the appropriate purchase order's.</p>
4.6 Invoice frequency:	<p>The appropriate table in Schedule 2 Charges further outlines the invoicing frequency for the Payment Profile.</p>
4.7 Call-Off Contract value:	<p>The total value of this Call-Off Contract is set out in the Call-Off Contract section in Part A of the Order Form.</p>
4.8 Call-Off Contract charges:	<p>The breakdown for SOW 1 are the agreed Charges set out in the Payment Profile. (If the Buyer terminates this Call-Off contract the Supplier will continue to provide the Services up to the date of termination. The Supplier will be paid for Charges in relation to the Services up to the date of termination (on a proportional basis).</p>

5 Additional buyer terms

5.1 Performance of the service and deliverables:	As per Schedule 1 and any agreed Variations.
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5.2 Guarantee:	Not applicable
5.3 Warranties, representations:	None
5.4 Supplemental requirements in addition to the Call-Off terms:	<p>5.4.1 The Supplier shall comply with Security Check or Security Clearance (SC) for all members with Baseline Personnel Security Standard / Government Staff Vetting Procedures as a minimum in respect of all persons who are employed or engaged by the Supplier in provision of services under this Call-Off Contract.</p> <p>This is not a security check as such but a package of checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. A guide for Suppliers has been prepared and attached below. Where BPSS or KRK clearance (which is the Polish equivalent of BPSS). Team members will either be accompanied by an SC cleared team member or the SC cleared team member will lead BPSS or KRK staff who are awaiting full clearance.</p> <p>Clearance levels will be agreed for each member of the team.</p> <p></p> <p>BPSS document.pdf</p> <p>TUPE</p> <p>Application of TUPE on the Start date and termination – for the purposes of this Call-Off Contract both Parties have agreed this Call-Off Contract on the basis that TUPE should not apply. The Supplier shall indemnify the Buyer from the Start date of this Call-Off Contract for any loss as a result of any claims arising from non-transferring staff.</p> <p>Additionally, by way of clarification to the Supplier’s terms on the Digital Marketplace: Clause 28.1 – Notices will be accepted by e-mail Clause 30.7 and Support Services T’s & C’s Clause 19: Permission in writing must be sought prior to using the Buyer’s name in any publicity</p>
5.5 Alternative clauses:	Not applicable
5.6 Buyer specific amendments to/refinements of the Call-Off Contract terms:	<p>5.6.1 To facilitate the provision of the Services, the Supplier will register itself with Microsoft as the Digital Partner of Record (DPOR) and the Buyer will provide reasonable assistance (where needed) with the registration.</p>
5.7 Public Services Network (PSN):	Not applicable

6. Formation of contract

- 6.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 6.2 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.
- 6.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 6.4 In cases of any ambiguity or conflict the terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

7. Background to the agreement

- 7.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- 7.2 The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:	CHIEF FINANCIAL OFFICER	CATEGORY LEAD
Signature:	X <u>REDACTED</u>	X <u>REDACTED</u>
Date:	24/8/18	24/8/18

REDACTED

Schedule 1 – Services

1 Services Glossary

In this Call-Off Contract the following expressions mean:

Affiliate	In relation to a body corporate, any other entity which directly or indirectly controls, is controlled by, or is under direct or indirect common control with, that body corporate from time to time.
Standard Acceptance Criteria	This means the acceptance criteria agreed between the Parties which will apply in assessing the service introduction of applications into hyper scale cloud (AWS, Azure)
Incident Resolution	Incident resolution is when the Buyer Service Desk Portal assigns a Pending Closed, Deemed Closed or Closed status to an Incident when the Incident is either resolved or an acceptable workaround has been implemented, with a planned permanent fix to follow.
Incident Response	Incident response is where the Supplier contacts the Buyer person who reported the Incident to the Buyer Service Desk Portal and updates the Incident record.
Incident	Means a problem, issue or query, interruption or reduction in quality or productivity with regard to the Services.
In Scope Applications	Applications Listed in Schedule 1 of Charges Table 2, which excludes applications critical national infrastructure or universal credit
Out of Scope Applications	Applications <u>not</u> Listed in Schedule 1 of Charges Table 2
Payment Profile	Charges as set out in paragraph 4.2 of the Call-Off Contract charges and payment section.
Buyer Service Desk Portal	This is the Buyer’s portal tool for recording Incidents, service requests, project requests and is capable of monitoring service levels. The Supplier is given access to this portal.
Target Resolution Time	The target resolution time (“the Target Resolution Time”) is defined as the time between when a member of the SRE Team resolver group accepts an Incident in the Buyer Service Desk Portal, and the time the Incident has been resolved or an acceptable workaround has been implemented, with a planned permanent fix to follow. An Incident is considered resolved when the root cause of the Incident has been confirmed, a fix (or appropriate temporary workaround) has been identified and implemented. Once normal service has been restored the Incident status in the Buyer Service Desk Portal will be updated to reflect the same (typically ‘Resolved’ or similar). Should the resolver group require input in the form of additional information, effort or otherwise from the business or other third party, the SLA “clock” will be paused until the required input has been provided, upon which time the “clock” will restart.

<p>Target Response Time</p>	<p>The target response time (“Target Response Time”) is defined as the time between when an Incident is assigned to the relevant site SRE Team resolver group in the Buyer Service Desk Portal, and the time a SRE Engineer in that resolver group accepts the Incident. In effect, the target response time “clock” will start when a new Incident is raised in the Buyer Service Desk Portal and stop when the Incident has been picked up by the Supplier. Acceptance of an Incident by an SRE is evidenced by the status of the Incident being moved to the next stage (typically ‘In Progress’ or equivalent). It is assumed Incidents will be captured in the Buyer Service Desk Portal by the Buyer Service Desk and that the SRE resolver group will be alerted each time a new Incident is raised in the Buyer Service Desk Portal. In the event of a P1 or P2 Incident, the Buyer will also contact the Buyer Service Desk Portal by phone as well as logging the Incident on the Buyer Service Desk Portal. Notification of all out of hours Incidents, other than those Incidents raised by infrastructure alerting, will be logged by telephone to the on-call service in the first instance and then the on-call manager and then logged in the Buyer Service Desk Portal.</p>
<p>Working Days</p>	<p>Any day other than a Saturday, Sunday or public holiday in England and Wales.</p>

2 Core Services

2.1 The following table outlines the core services to be provided in accordance with the Payment Profile.

TABLE 1 – SRE CORE SERVICES

Core Service	Description	Activity
1. SRE Service Transition	Transition Planning and Service Initiation	<p>SRE Service Initiation Report including:</p> <ol style="list-style-type: none"> 1. Definition and agreement of SLA 2. Definition and agreement of Incident Management process flows 3. Schedule of services to be on-boarded 4. Definition of Acceptance Criteria 5. Identify Application and Service owners, and escalation paths 6. Meet service stakeholders 7. Document key contact details, e.g. Service Desk, Site Leads 8. Agree out-of-hours patching and release cadence 9. Agree reporting cycles and report content 10. Agree timescales for site on-boarding 11. Documentation of outputs <p>Sites 2 and 3 will be on-boarded as mutually agreed in this phase.</p>
	Assessment of In Scope Applications	<ol style="list-style-type: none"> 12. Completion of In Scope Applications Acceptance assessment. 13. Completion of In Scope Applications assessment report detailing recommendations on the suitability for the application to transition into live service detailing deltas and recommended remediation before progressing to Live. <p>The assessment report will:</p> <ol style="list-style-type: none"> 14. Apply the agreed acceptance criteria for applications as items transition into the SRE 15. Highlight any issues to be addressed before live operation 16. Provide guidance and recommendations regarding remediation required

Core Service	Description	Activity
		<ul style="list-style-type: none"> 17. Perform SRE side tasks required for on-boarding, e.g. installing platform monitoring agents 18. Knowledge transfer
	Transition In Scope Applications to Live Operation	19. Transition of In Scope Applications into Live operation.
	SRE engagement with Software Engineering Teams	20. Engagement with Software Engineering teams, assessment and recommendations of new In Scope Applications.
	Site 1 SRE Engineering Service On-boarding	<ul style="list-style-type: none"> 21. Environment familiarisation and knowledge transfer. 22. BAU Services are operational. 23. Service reporting completed for Month 1.
2. SRE Engineering Service	Run & Operate Service	<ul style="list-style-type: none"> 1. Development and engagement with Software Engineering teams, including knowledge transfer, provision of enablement strategy, and up-skilling Buyer teams 2. Operational responsibility limited to production and staging environments including recommendation and implementation of improvements 3. Adherence to agreed Governance processes 4. Incident management: Full Incident management support (as per Service hours) 5. Monthly SRE performance management report (content to be agreed) 6. Environment familiarisation and knowledge transfer. 7. BAU Services are operational. <p>The following may be provided as part of the Services, periodically:</p> <ul style="list-style-type: none"> 8. Identifying and communicating concerns on production risks back to Application and Service owners and relevant stakeholders 9. Promoting and sharing best practice and quality focused ways of working across the SRE service 10. Proposing opportunities to enhance production and staging availability, performance and stability 11. Identifying and propose processes that can be improved (automate infrastructure solutions).

Core Service	Description	Activity
		<ol style="list-style-type: none"> 12. Managing Application release pipelines and code deployments into production. 13. Managing Application infrastructure changes in production environments in line with governance processes. 14. Maintaining live Applications and Services through measuring and monitoring availability, latency and overall system health. 15. Reviewing performance issue trends to identify underlying root causes. 16. Escalating root causes of issues to Application and Service owners. 17. Identifying capacity trends to ensure appropriate scale is in place 18. Participating in on-call rotations to respond to Incident alerts. 19. Investigating and resolve Application and Service Incidents i.e. debug production issues across services and levels of the stack. 20. Leading investigations into infrastructure Incidents. 21. Putting systems and controls in place to minimise the occurrence of future Incidents. 22. Delivering recommendations and improvements in response to Incident retrospectives (post-mortem reporting). 23. Providing ad-hoc service reporting as mutually agreed.
3. 24/7 Response Team	24/7 Support of P1 & P2 Incidents	1. Provision of out of hours service against agreed SLA

3 In Scope and Out of Scope Application requirements

3.1 The Services and the Payment Profile within this Call Off cover **In Scope Applications** as listed in the Services Schedule 1.

3.2 **Out of Scope Applications not** listed in the Services Schedule 1, will be treated as an increase in scope and charges. Such applications will be introduced into the In Scope Applications via the Variation process where the charges will be determined on considering attributes such as below:

- Contingency plans in the event of a P1 or P2 Incident (review of DR process, quality of backups and restoring data)
- User information (number, types, etc.)
- Integration with 3rd parties (external IT vendors, banks, Post Office, building societies, etc.)
- Continuous improvement (velocity, scale, etc.)
- Additional security and vetting considerations

3.3 The following list of applications (“the Applications”) are within the scope of this Call-Off contract.

TABLE 2 –SCOPE OF APPLICATIONS:

#	Current Location	Application
1.	IFZ Apps	Provider Referral and Payment System (PRAP)
2.	IFZ Apps	Jobseekers Allowance Online (JSAOL)
3.	IFZ Apps	Self Service Portal (SSP)
4.	IFZ Apps	Federated Access Manager (FAM)
5.	IFZ Apps	Call Back System (CBS)
6.	IFZ Apps	Mobile Device Management (MDM)
7.	IFZ Apps	B2B
8.	IFZ Apps	B2BWWW
9.	IFZ Apps	Compensation Recovery Unit (CRU) Online
10.	IFZ Apps	CMG FS Internet
11.	New	SEF-M
12.	New	EU Settlement
13.	New	e-HRT
14.	Other	ADMS Tooling (ES Labs)
15.	Other	Carrenza Exit
16.	UKCloud	API Gateway
17.	UKCloud	Archived Local Payments System (ALPS)
18.	UKCloud	Bereavement Service
19.	UKCloud	Blueprint Online
20.	UKCloud	BOSS
21.	UKCloud	Budgeting Loans
22.	UKCloud	Carers Allowance Digital Service (CADS)
23.	UKCloud	CFEMS
24.	UKCloud	Churchill
25.	UKCloud	Data Validation and Transformation Service
26.	UKCloud	Digital Claimant Activity and Messaging Service (DCAMS)

#	Current Location	Application
27	UKCloud	Digital NiNO Gateway
28	UKCloud	DS1500
29	UKCloud	Electronic Document & Record Management System
30	UKCloud	Employee Deal & Team Planning Tool
31	UKCloud	Find My Pension
32	UKCloud	FitNote
33	UKCloud	Fraud and Error Service Work Management (FES)
34	UKCloud	Fraud Referral Capture
35	UKCloud	Get Your State Pension
36	UKCloud	Gitlab
37	UKCloud	Hybrid Cloud Services Atlassian (JIRA/Confluence)
38	UKCloud	Pensions small systems (ROC, JBES, PDLSC)
39	UKCloud	PIPAT Mobile
40	UKCloud	Post Office Card Account (POCA)
41	UKCloud	Prove You Can Apply
42	UKCloud	Single File Transfer (SFT)
43	UKCloud	Support for check your State Pension
44	UKCloud	Support Mortgage Interest Reform (SMITS)
45	UKCloud	Tax Free Child Care
46	UKCloud	Tell Us Once (TUO)
47	UKCloud	UC Risk
48	UKCloud	Wider use of Real Time Information (WuRTi)
49	x86	ACCS-r
50	x86	Appeals Tracking System
51	x86	BDBSH
52	x86	CAMlite
53	x86	CCD – Clerical Cases Database
54	x86	Complaints Database
55	x86	DBS – Departmental Briefing Service
56	x86	DVTS
57	x86	E Labs / ES Labs
58	x86	EGB DVTS
59	x86	ICPP/LOS – Internet Content Publishing Platform / Local Office Search
60	x86	IES Core – Interactive eServices
61	x86	NGS – Notification Generation Service
62	x86	PCH
63	x86	PCH
64	x86	PIP AT
65	x86	PIP CS
66	x86	Re-Assessment Appeals Tracking System
67	x86	Respond Pensions & ICE
68	x86	Respond-ICE
69	x86	SADS
70	x86	SiDS –Scanning & Indexing Solution

#	Current Location	Application
71	x86	SPVAFS – Service Personnel and Veterans Agency Futures Suite
72	x86	WFES – Winter Fuels Enquiry Service
73	x86	WFPS – Winter Fuels Payment Service
74	x86	WRBIS PIP AT
75	x86	WRBS PIP CS

4 Transition & Mobilisation

- 4.1 At the start of the contract there will be a period of transition and mobilisation. This will be a period of 1 month of on-boarding, stakeholder engagement, finalising documentation and processes.
- 4.2 During the service transition from Buyer to Supplier, the Transition Team will engage early with the Buyer development teams to design and agree processes for ensuring that the engineers are notified of new products / improvements to be deployed to the staging environment for implementation into production.

SRE Service Transition /On boarding responsibilities

- 4.3 Supplier Service Transition/On-boarding staff will engage in and fully support the Service On-boarding Assessment process.
- 4.4 Any applications being on-boarded with high levels of risk or issues will require review for impact to the Service. Supplier will manage assessment and acceptance of the applications into the Service. Where an application is identified by the Supplier as requiring additional work or remediation prior to acceptance into the Service, the Buyer will be responsible for any such remedial work. (Buyer may choose to promote applications into Service and will work with Supplier acting reasonably on SLA reliefs and remediation plans as part normal operational service governance). The Buyer has the option to request that the Supplier provides additional services to assist with remedial work and bring the application within levels acceptable to the Supplier. If the Buyer wishes to avail of this option, it will be managed and charged in accordance with the Variation process.
- 4.5 The Buyer and the Supplier will mutually agree the acceptance criteria for applications and readiness of the Buyer platform.
- 4.6 On completion of an assessment:
 - The In Scope Application will transition into the live operation, or:
 - The Buyer and Supplier by mutual agreement will decide which remediation items need to be prioritised and addressed if required (either for the application team to resolve or else placed on the **service remediation holding zone**), subject to paragraph 4.4
- 4.7 Where an initial assessment concludes that a further assessment should be completed, this will be facilitated.
- 4.8 The Supplier will suggest potential improvements, including improvements in process, e.g.
 - using agreed processes to drive assessments and complete sprint planning; and
 - Continually review acceptance criteria in response to applications being on-boarded.
- 4.9 Throughout the contract, the Supplier staff aim to assist Buyer development teams and Buyer application owners by being available to provide guidance and recommendations for teams, including regarding tooling, from early stages of development through the whole lifecycle.
- 4.10 Supplier staff will work pragmatically with Buyer teams and provide remediation advice in order to make applications supportable by the Service.
- 4.11 Supplier staff will perform Service tasks required for on-boarding, where appropriate, e.g. installing platform monitoring agents (although at all times the Supplier will remain cognisant and respectful of the roles of other Buyer teams, e.g. digital operations and platform engineering) and maintain clear delineation.
- 4.12 Transition / On-boarding service activities are assumed to be ongoing throughout the Service.
- 4.13 Details of existing Buyer product delivery unit's backlog items, known remediation areas, pen test reports and items related to service improvement or health will be made available to the Supplier Transition Team when conducting the assessment.
- 4.14 Scheduling of the assessment of Applications and transition to live operation will be managed using a rolling 3 month forecast ("**Application Transition Plan**") and charged based on actual assessments and transitions

completed. The Supplier transition and on-boarding service has been sized based on the 75 applications identified in Table 2 being transitioned in accordance with the Application Transition Plan within the contract term. The Buyer will provide a minimum of 4 weeks' written notice for changes to the Application Transition Plan. Otherwise, a Variation may be required, e.g. to accommodate duplicated effort or delays beyond the Supplier's control. The Buyer can re-prioritise workloads based on business demands within the current application volumes.

- 4.15 Activities and associated payments for assessment of applications and transition to live operation for the service transition are listed in the Payment Profile. A maximum time-lapse of 6 weeks will apply, for remediation of actions arising, between provision of application assessment reports and transition to live operation. If on-boarding of any application is not completed within the 6 week time period for reasons beyond the Supplier's control, the transition to Live operation payment will apply in accordance to the Payment Profile.
- 4.16 With the aim of empowering the Buyer service desk to resolve priority 3 Incidents outside of Standard Hours upon first contact, commencing in Month 1 and continuing throughout the contract, the Supplier staff will engage with the Buyer service desk:
- 4.17 Access to appropriate Supplier documentation to assist in Incident Resolution.
- 4.18 Instructions for implementing workarounds or resolution to known issues/problems.
- 4.19 Regularly review Incident trends with the Buyer service desk to identify common or reoccurring Incidents that require:
- Implementation of permanent fixes or documentation of workarounds
 - Additional documentation to enable resolution of priority 3 Incidents upon first contact

5 Service Hours

5.1 The following hours of service will apply:

TABLE 3 – SERVICE HOURS

Service Element	Service Hours
<ul style="list-style-type: none"> All Services <p>On-demand discretionary project delivery (subject to an agreed Variation)</p>	<p>Standard Hours</p> <ul style="list-style-type: none"> Monday – Friday 08:00 – 18:00
<ul style="list-style-type: none"> P1 and P2 Incident Response and Resolution Service Request (releases and deployments) Service Management On Demand discretionary project delivery (subject to an agreed Variation) 	<p>Out of Hours</p> <ul style="list-style-type: none"> Monday-Friday 18:01-07:59 Weekends and UK Bank Holidays*

*New Year's Day, Good Friday, Easter Monday, May bank holiday, Spring bank holiday, Summer bank holiday, Christmas Day and Boxing Day

6 Service Levels & KPI's

- 6.1 Buyer will have an assigned service delivery manager who will be responsible for managing the contract, reporting, attending service reviews and also providing a continued service improvement plan that ensures that the service evolves and improves throughout the life e.g. refining processes.
- 6.2 The service level targets, measurements and service credits will only apply where the Supplier or Suppliers third party are solely responsible for the Incident Response, Incident Resolution or service request fulfilment. Service credits will not apply to any failure to meet the Incident Response or Target Resolution service levels which are the result of or have been impacted by an action, or inaction, by the Buyer or any third party.

TABLE 4 – INCIDENT AND SERVICE REQUEST PRIORITY LEVEL DEFINITIONS

Incident Priority Level	Classification	Business Impact
Priority 1 – Critical	An outage to a business critical service resulting in a potential to affect Buyer business operations.	<ul style="list-style-type: none"> No immediate workaround is available. Service unavailable to the vast majority of users. Vital business function(s) severely impacted.
Priority 2 – Major	An Incident relating to business critical service resulting in a potential Buyer	<ul style="list-style-type: none"> No immediate workaround is available.

Incident Priority Level	Classification	Business Impact
	departmental disruption.	<ul style="list-style-type: none"> • Service functionality or performance is severely impaired. • Majority of users are unable to access the service. • Vital business function(s) impacted.
Priority 3 – Minor	An Incident where Buyer can continue to carry on with their activities, but this may have an imminent and significant impact on the business Services and/or Service Levels.	<ul style="list-style-type: none"> • A workaround is available. • Functionality or performance is degraded but the service is still usable. • More than 75% of users are able to access the service with no significant impact. • Vital business function(s) are not impacted.
Priority 4 – Service Request	A Service Request (when not part of operational Incidents)	<ul style="list-style-type: none"> • No impact on business. • Account management.

TABLE 5 – INCIDENT RESPONSE AND TARGET RESOLUTION TIME – STANDARD HOURS

Incident Priority Level	Cut Off Time	Service Level Requirement
Priority 1 Critical	Initial Response –Within 0.25 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
	Initial Resolution –Within 2 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
Priority 2 Major	Initial Response –Within 0.5 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
	Initial Resolution –Within 4 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
Priority 3 Minor	Initial Response –Within 1 hour of the Incident being logged on the Buyer Service Desk Portal	98%
	Initial Resolution –Within 6 hours of the Incident being logged on the Buyer Service Desk Portal	98%

Incident Priority Level	Cut Off Time	Service Level Requirement
Priority 4 – Service Request	Initial Response -Within next Working Day of the Incident being logged on the Buyer Service Desk Portal	98%
	Initial Resolution -Within 3 Working Days or otherwise to a period agreed between the Parties	98%

TABLE 6 – INCIDENT RESPONSE AND TARGET RESOLUTION TIME – OUT OF HOURS

Incident Priority Level	Cut Off Time	Service Level Requirement
Priority 1 Critical	Initial Response –Start of the response time will be within 0.5 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
	Initial Resolution –Within 4 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
Priority 2 Major	Initial Response –Start of the response time will be within 1 hour of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
	Initial Resolution –Within 6 hours of the Incident being logged by a Buyer phone call and on the Buyer Service Desk Portal	98%
Priority 3 Minor	Initial Response –Within 2 hour of the Incident being logged on the Buyer Service Desk Portal	98%
	Initial Resolution –Within next Working Day of the Incident being logged on the Buyer Service Desk Portal	98%
Priority 4 – Service Request	Initial Resolution -Within the agreed out of hours release window agreed between the Parties	98%

6.3 Service Levels requirements are calculated in aggregate across all sites. The Service Level Requirement

calculation will be rounded downwards to reflect a whole Incident number E.g. Calculation of 1.5 Incidents equates to 1 Incidents.

Incident Target Response Time

- 6.4 The Supplier will ensure that an Incident is always logged on the Buyer Service Desk Portal.
- 6.5 For each Incident logged on the Buyer Service Desk Portal, the priority Level will be determined and recorded in the Service Desk Portal (using the severity level definitions as set out in Table 4 of this Schedule 1). If, during the course of processing these Incidents, it becomes apparent that the Priority Level originally determined was incorrect, the Priority Level shall be corrected on the Buyer Service Desk Portal.
- 6.6 The Supplier shall respond to Incidents within the relevant cut off time for that Priority Level as set out in Table 5 or 6 of this Schedule 1.
- 6.7 For the purposes of this paragraph, respond means that the Supplier shall contact the Buyer user (where applicable) who reported the Incident to the Buyer Service Desk Portal and raise or update the Incident record.
- 6.8 For the avoidance of doubt logged with the Buyer Service Desk Portal can be by any means including portal input or by phone (the latter means is namely for priority 1 and priority 2 Incidents).
- 6.9 For the purposes of this Schedule 1, the actual response time shall be measured from the time between when an Incident is assigned to the Supplier resolver group in the Buyer Service Desk Portal, and the time a Supplier resource in that resolver group accepts the Incident to and that time shall be known as the "Response Time" for that Incident.
- 6.10 In respect of each calendar month, the Achieved Incident Response Rate, ("**AIRR**"), shall be calculated in accordance with the following:
- AIRR** = (the total number of incidents responded to by the Supplier with a Response Time less than or equal to cut off time set out in 5 or 6 of this Schedule 1 in that month) / (the total number of Incidents which were due a response in that month) * 100
- 6.11 The Supplier will ensure that at each monthly review meeting an aged Incident review of two consecutive reporting periods (or a longer period as required by the Buyer) is conducted to ensure every Incident that has been open at the end of each measurement period has been included in the performance measurement calculation for the purposes of calculating the **AIRR**.
- 6.12 **AIRR** shall equal or exceed the Service Level Requirement set out in in Table 5 or 6 of this Schedule 1.

Incident Target Resolution Time

- 6.13 The Supplier will ensure that an Incident is always logged on the Buyer Service Desk Portal.
- 6.14 The Supplier shall resolve Incidents within the relevant cut off time for the priority Level that Incident is allocated as set out in Table 5 or 6 of this Schedule 1.
- 6.15 For the purposes of Schedule 1, an Incident is "Resolved" when it is:
- 6.15.1 Confirmed as completed by the Buyer who logged the request. Such confirmation will not necessarily be given until sometime after the matter is reported as completed to the Buyer by the Buyer Service Desk Portal, in which case the clock will be stopped during the intervening time that the Supplier is awaiting this confirmation. In the event that the Buyer staff member responds to say that the Matter has not been completed, the clock shall immediately restart as soon as this feedback is received; or
- 6.15.2 Closed automatically after a period of time following multiple attempts by the Buyer Service Desk Portal to confirm that the matter is completed with the Buyer staff member who raised the request and this action is agreed by the monthly Service Delivery meetings in discussion at the weekly meetings.
- 6.16 For the purposes of this Schedule 1, an Incident shall be reported as completed only when the Incident has a

permanent solution or an acceptable workaround is provided which allows the user to continue working, even if the cause of the Incident is unknown.

- 6.17 For the avoidance of doubt logged with the Buyer Service Desk Portal can be by any means in including portal input or by phone (the latter means is namely for priority 1 and priority 2 Incidents).
- 6.18 For the purposes of this Schedule 1, the actual resolution time shall be measured from the time between when an Incident is assigned to the Supplier resolver group in the Buyer Service Desk Portal, and the time the Incident has been Resolved and that time shall be known as the “**Resolution Time**” for that Incident. (For Incident Priority 4 – Service Request a time agreed between the parties)
- 6.19 In respect of each calendar month, the **Achieved Resolution Rate**, (“**ARR**”), shall be calculated in accordance with the following:
- ARR**= (the total number of Incidents resolved by the Supplier with a Resolution Time less than or equal to the cut off time set out in Table 5 or 6 of this Schedule 1 in that month) / (the total number of Incidents which were resolved in that month) * 100
- 6.20 The Supplier will ensure that at each monthly Service Delivery review meeting an aged Incident review of two consecutive reporting periods (or a longer period as required by the Buyer) is conducted. This is to ensure every Incident that has been open at the end of each measurement period has been included in the performance measurement calculation for the purposes of calculating the Achieved Resolved Rate.
- 6.21 ARR shall equal or exceed the Service Level Requirement set out in Table 5 or 6 of this Schedule 1.

6.22 Committees and meetings referred to Table 6 are to be defined as part of on-going governance. The cut off times stated in the table below are indicative and will be agreed between the Parties as part of the operational governance procedure definition.

TABLE 6 – SERVICE MANAGEMENT

Service Element	Service Type	Cut Off Time and Other Matters
Service Management – Service Reporting (Weekly)	Formal service delivery committee weekly reports	Weekly every Monday by 12:00 for the period Mon 00:00 to Sun 23:59 of the previous calendar week
Service Management – Service Reporting (Monthly)	Formal service delivery committee monthly reports	Within 48hrs of the calendar month end and less than 5 Working Days prior to the scheduled times for service delivery meeting.
Service Management – Service Delivery Meetings	Monthly committee meetings as defined in the operating governance procedure to be agreed by both Parties (Offline via conference call)	Rescheduled meetings within 5 Working Days of the scheduled times
Service Management – Service Delivery Meeting Minutes	Meeting minutes for all governance meetings as defined in the operating governance procedure to be agreed by both Parties	3 Working Days for the Supplier to issue the minutes to Buyer plus a further 2 Working Day for Buyer to agree.
Service Management – Major Incident Bulletin	Hourly bulletins on progress for the Priority 1 Incidents where the Priority 1 Incident resolution Service Levels are not achieved by the Supplier	Bulletins will be provided by the Supplier during Core Hours on an hourly basis, for all other times, the Supplier will provide bulletins through the agreed escalation Where a Priority 1 Incident is being resolved by a third party outside of the Supplier’s management, the bulletin frequency period will be agreed with Buyer
Service Management – Post Incident Review (PIR) Report for Priority 1 Incidents	PIR for Priority 1 Incidents where the Priority 1 Incident resolution lies with the Supplier	Within 24 hours the Priority 1 Incident resolution
Service Management – Post Incident Review (PIR) Report for Priority 2 & 3 Incidents	PIR for Priority 2, 3 & 4 Incidents where the such Incident resolution lies with the Supplier	Within 5 working days the Priority 2 & 3 Incident resolution
Service Management – Responsiveness	Availability to Buyer of the Supplier Service Delivery Manager or delegate(s) as per the defined escalation path	Supplier Service Delivery Manager or delegate(s) is available to Buyer as per the defined escalation path within 1 hour of contact initial contact by Buyer

7 Service Credits

TABLE 7 INCIDENT RESPONSE SERVICE LEVELS (P1+P2)

Reference	Service Level	Service Level Performance Measure*	REDACTED	Frequency of Measurement	Reported	Total Charge**
SL1	Incident Response for standard hours in 1 month	98%	REDACTED	Monthly	Incident Review Report	REDACTED
SL1.1	Incident Response for standard hours in 1 month	96%	REDACTED	Monthly	Incident Review Report	REDACTED
SL1.2	Incident Response for standard hours in 1 month	94%	REDACTED	Monthly	Incident Review Report	REDACTED
SL2	Failure to respond an Incident Service Management call out of hours in 1 month	98%	REDACTED	Monthly	Incident Review Report	REDACTED

**Total monthly charge of all three sites is REDACTED

TABLE 8 INCIDENT RESOLUTION SERVICE LEVELS (P1+P2)

Reference	Service Level	Service Level Performance Measure*	REDACTED	Frequency of Measurement	Reported	Total Charge**
SL1	Target Resolution Time for standard hours in 1 month	98%	REDACTED	Monthly	Incident Review Report	REDACTED
SL1.1	Target Resolution Time for standard hours in 1 month	96%	REDACTED	Monthly	Incident Review Report	REDACTED
SL1.2	Target Resolution Time for standard hours in 1 month	94%	REDACTED	Monthly	Incident Review Report	REDACTED
SL2	Failure to meet out of hours service calls in 1 month	98%	REDACTED	Monthly	Incident Review Report	REDACTED

* REDACTED

7.1 REDACTED

7.2 [REDACTED]

7.3 [REDACTED]

7.4 [REDACTED]

7.5 In accordance with the Buyer’s termination rights for Supplier cause, the Buyer may, at its sole option, terminate this Call-Off Schedule 1 Services (fully or in part) of the Call-Off contract under the following additional circumstances:

7.5.1 [REDACTED]

7.6 Without prejudice to the Buyer’s rights in paragraph 7.5 above, the Supplier shall provide in respect of the circumstances in paragraph 7.5.1 above, a corrective action plan where the Supplier fails to meet or exceed the relevant Service Level in respect of paragraph 7.5.1 above for consideration by the Buyer. If that corrective plan is accepted by the Buyer then a Material Service Level Breach shall be considered not to have occurred solely in respect of the Material Service Level Breach to which that corrective plan relates for that instance only.

Schedule 2 – Call-Off Contract Charges

1. Overall Charging Process Principles

- 1.1. Outside of Charges in Table 1 and any applicable expenses as per section 4 of the schedule, the Supplier cannot present any additional charges under this agreement, which currently covers full calendar year of twelve (12) months.
- 1.2. Post the Start Date of this Call-off contract, the Supplier will present the parameters and volumetrics that make up the Payment Profile (the initial values of which will be from version 2.0 of the Supplier’s proposal), which will be monitored by the Parties on a rolling 3 month period. If it transpires that such variables are consistently being exceeded or are consistently below the parameters and volumetrics presented by the Supplier, the Charges or Services may be updated by the Parties using the Variation process.
- 1.3. Volumetric data to be monitored and reviewed as part of the monthly Service Management reporting cycle include:

SRE Core Service	Metric
SRE Transition	<ul style="list-style-type: none">• SRE Service – the number of applications on-boarding.• Number of application acceptance assessments completed.• Average number of assessments per application.
SRE Engineering Service (per site)	<ul style="list-style-type: none">• Total number of applications in Live operation.• Number of new applications accepted into Live operation.• Number of virtual machines.• Incident Volumes per Incident Priority Level.• Average Resolution Time per Incident Priority Level (not due to Supplier capability).• Number of Service Requests.
24/7	<ul style="list-style-type: none">• Number of calls received out of hours.

- 1.4. Thresholds at which Variation may apply for these parameters and volumetrics will be agreed between the Parties acting reasonably.

TABLE 1 – SERVICE CHARGES PAYMENT PROFILE

REDACTED

TABLE 2 - PAYMENT AND INVOICING PROFILE FOR YEAR 1 PRICE SERVICES

REDACTED

REDACTED

*these charges are subject to change depending on the volume of applications.

**these charges will be monitored between the Parties, and if it is found that the number of applications are consistently below the service on-boarding volumes stated in Table 1 above, then these charges will be updated by both Parties reasonably through the Variation process.

TABLE 3: SRE ENGINEERING SERVICE MODULAR TEAM BREAKDOWN

REDACTED

2. Service Charge Principles

- 2.1. These are for Service Transition/On-Boarding, live operational Engineering and 24/7 support Services charges. The Charges are subject to compliance with Buyer's responsibilities. Failure in any of these may result in a change to the Charges and processed as a Variation under the contract.
- 2.2. In respect of the Service Charges, the increase or decrease as a result of an increase or decrease in any element that makes up the "per application" volume, (as listed in Service Charges table as paid "per application"). The Supplier shall at the end of each calendar month following the start of on-boarding volumes (each such period being a "Review Period"), determine, and advise the Buyer of the actual monthly utilised number for each element of the Volume:
- 2.2.1. The charges will remain as stated in the Service Charge Table 1 where the actual number of the on-boarding volumes, which are being consumed by the Buyer, remains within the agreed profile.
 - 2.2.2. Scheduling of the Assessment of Applications and Transitions to Live Operations will be managed using a rolling 3 month forecast and charged based on actual Assessments and Transitions successfully completed. The Buyer will provide a minimum of 4 weeks' notice for changes to the schedule.
 - 2.2.3. Where there is an increase or decrease in any element making up the on-boarding volume being consumed by the Buyer, these will be reviewed between the Parties acting reasonably and revised, where agreed, in accordance with the Variation process and giving reasonable notice where this impacts team numbers.
- 2.3. The SRE Engineering Service and 24/7 Response Team Charges detailed in the Payment Profile includes any continuous improvement activities, but giving Incident management activities priority over such continuous improvement activities:

- 2.3.1. If the Buyer requires more than a 50:50 split of time to respond to Incidents and continuous improvement, then the Supplier shall not be in breach of its obligations under this Call-Off contract, where the Supplier does not carry out continuous improvement activities

3. Additional Sites

- 3.1. The indicative monthly pricing for additional sites (i.e. in addition to Manchester, Sheffield, Leeds and Newcastle) in Table 4 below has been provided for budgetary purposes only and is based on the following assumptions/dependencies:
 - 3.1.1. Site requirements are similar in scale to that envisaged for Manchester, Sheffield, Leeds and Newcastle
 - 3.1.2. Charges will be agreed based on the actual SRE Service requirements for the site, once known;
 - 3.1.3. If the Buyer requires Supplier personnel to be deployed in additional locations, the Buyer should follow the Variation process and provide at least 8 weeks' written notification to the Supplier; and
 - 3.1.4. For any additional applications, the Buyer will be charged for assessment of applications and transition to live services, subject to the Variation process.

TABLE 4 – INDICATIVE PRICING FOR INCLUDING ADDITIONAL SITES AND BUDGETARY PURPOSES ONLY



- 3.2. Any services provided in addition to the services within scope of the Payment Profile will be charged on a time and material basis at the rates detailed below plus VAT and expenses shall be in accordance to the Buyer subsistence rates (as detailed in Table 4) or as otherwise set out in the relevant Variation. Rates shall be held at the below G-Cloud 9 discounted rate card for two years from the start date of this Call-Off contract:

TABLE 5 – ON DEMAND/DISCRETIONARY PROJECTS/PROFESSIONAL SERVICES RATE CARD



- 3.3. For additional services, travel and subsistence expenses will apply for personnel required to attend the Buyer office locations.
- 3.4. For services to be provided on a fixed price basis (as defined elsewhere in Schedule 1 of the Call-Off contract), expenses have been factored in to reflect the level of on-site presence required.

4. Expenses and Subsistence

- 4.1. Supplier expenses and subsistence, if applicable will be charged at actual cost, will not exceed Buyer subsistence rates (as detailed in Part B, Schedule 2, Table 6) and will be submitted according the invoicing process agreed between the Supplier and the Buyer.
- 4.2. This will not cover any Supplier travel or subsistence to designated Locations/Service Locations at the start of each week.
- 4.3. However, if the Buyer requests additional travel during the week, between Buyer Locations/Service Locations, the Supplier will be able only claim related travel expense only. Any such expenses must have the Buyer's prior agreement and electronic e-mail consent from the Buyer.

TABLE 6 – BUYER EXPENSE AND SUBSISTENCE RATES

Expense Type	Conditions/Category	Rate as at: 1 st March 2015
Accommodation Rates	Per night	Within London - £130 Rest of country - £80
Mileage rates (amount per mile)	Higher standard rate (up to 1,000 / 6,000 miles)	£0.45
	Lower standard rate (over 1,000 / 6,000 miles)	£0.25
	Motor cycle	£0.24
	Passenger supplement (per passenger)	£0.02

Part B – Terms and conditions

1. Call-Off Contract start date and length

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

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 4.1 (Warranties and representations)
 - 4.2 to 4.7 (Liability)
 - 4.11 to 4.12 (IR35)
 - 5.4 to 5.5 (Force majeure)
 - 5.8 (Continuing rights)
 - 5.9 to 5.11 (Change of control)
 - 5.12 (Fraud)
 - 5.13 (Notice of fraud)
 - 7.1 to 7.2 (Transparency)
 - 8.3 (Order of precedence)
 - 8.4 (Relationship)
 - 8.7 to 8.9 (Entire agreement)
 - 8.10 (Law and jurisdiction)
 - 8.11 to 8.12 (Legislative change)
 - 8.13 to 8.17 (Bribery and corruption)
 - 8.18 to 8.27 (Freedom of Information Act)
 - 8.28 to 8.29 (Promoting tax compliance)
 - 8.30 to 8.31 (Official Secrets Act)
 - 8.32 to 8.35 (Transfer and subcontracting)
 - 8.38 to 8.41 (Complaints handling and resolution)
 - 8.49 to 8.51 (Publicity and branding)
 - 8.42 to 8.48 (Conflicts of interest and ethical walls)
 - 8.52 to 8.54 (Equality and diversity)
 - 8.57 to 8.62 (Data protection and disclosure)
 - 8.66 to 8.67 (Severability)
 - 8.68 to 8.82 (Managing disputes)
 - 8.83 to 8.91 (Confidentiality)
 - 8.92 to 8.93 (Waiver and cumulative remedies)
 - paragraphs 1 to 10 of the Framework Agreement glossary and interpretations
 - any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
- a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
 - a reference to 'CCS' will be a reference to 'the Buyer'
 - a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

- be appropriately experienced, qualified and trained to supply the Services
- apply all due skill, care and diligence in faithfully performing those duties
- obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach if the Supplier is delivering the Services Inside IR35.

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start Date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

valid invoice with the response.

7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.

9.2 The Supplier will ensure that:

- during this Call-Off Contract, Subcontractors hold third-party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
- the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:

- a broker's verification of insurance
- receipts for the insurance premium
- evidence of payment of the latest premiums due

9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:

- take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
- promptly notify the insurers in writing of any relevant material fact under any insurances
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

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

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

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

- premiums, which it will pay promptly
- excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.83 to 8.91. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

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

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

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

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

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

- rights granted to the Buyer under this Call-Off Contract
- Supplier's performance of the Services
- use by the Buyer of the Services

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

- modify the relevant part of the Services without reducing its functionality or performance
- substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
- buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

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

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

Contract

- other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

- comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
- only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
- take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes

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

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

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

13. Buyer data

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

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

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

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

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

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

- the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management at

<https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

- the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
- government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

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

13.7 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

13.8 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.

13.9 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>

14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.

14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.

14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

15.1 All software created for the Buyer must be suitable for publication as open source, unless otherwise agreed by the Buyer.

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

16. Security

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

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

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the

Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
 - an Insolvency Event of the other Party happens
 - the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- any rights, remedies or obligations accrued before its Ending or expiration
 - the right of either Party to recover any amount outstanding at the time of Ending or expiry
 - the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses 7 (Payment, VAT and Call-Off Contract charges); 8 (Recovery of sums due and right of set-off); 9 (Insurance); 10 (Confidentiality); 11 (Intellectual property rights); 12 (Protection of information); 13 (Buyer data); 19 (Consequences of suspension, ending and expiry); 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability); 8.42 to 8.48 (Conflicts of interest and ethical walls) and 8.92 to 8.93 (Waiver and cumulative remedies)
 - any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

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

21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.

21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.

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

22. Handover to replacement supplier

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

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more

than the number of consecutive days set out in the Order Form, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

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

- Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
- Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form
- Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form

25. Premises

25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.

25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.

25.4 This clause does not create a tenancy or exclusive right of occupation.

25.5 While on the Buyer's premises, the Supplier will:

- comply with any security requirements at the premises and not do anything to weaken the security of the premises
- comply with Buyer requirements for the conduct of personnel
- comply with any health and safety measures implemented by the Buyer
- immediately notify the Buyer of any Incident on the premises that causes any damage to Property which could cause personal injury

25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

26. Equipment

26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.

26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.

26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start Date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- the activities they perform
 - age
 - start date
 - place of work
 - notice period
 - redundancy payment entitlement
 - salary, benefits and pension entitlements
 - employment status
 - identity of employer
 - working arrangements
 - outstanding liabilities
 - sickness absence
 - copies of all relevant employment contracts and related documents
 - all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- its failure to comply with the provisions of this clause
 - any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

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

32. Variation process

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

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

33. Data Protection Legislation (GDPR)

33.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 7 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

33.2 The Supplier will provide all reasonable assistance to the Buyer to prepare any Data Protection Impact Assessment before commencing any processing (including provision of detailed information and assessments in relation to processing operations, risks and measures) and must notify the Buyer immediately if it considers that the Buyer's instructions infringe the Data Protection Legislation.

33.3 The Supplier must have in place Protective Measures, which have been reviewed and approved by the Buyer as appropriate, to guard against a Data Loss Event, which take into account the nature of the data, the harm that might result, the state of technology and the cost of implementing the measures.

33.4 The Supplier will ensure that the Supplier Personnel only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel with access to Personal Data, including by ensuring they:

G) are aware of and comply with the Supplier's obligations under this Clause;

ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor

iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract

iv) are given training in the use, protection and handling of Personal Data.

33.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and

i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;

ii) the Data Subject has enforceable rights and effective legal remedies;

iii) the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Buyer in meeting its obligations); and

iv) the Supplier complies with any reasonable instructions notified to it in advance by the Buyer with respect to the processing of the Personal Data.

33.6 The Supplier will delete or return Buyer's Personal Data (including copies) if requested in writing by the Buyer at the End or Expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.

33.7 The Supplier will notify the Buyer immediately if it receives any communication from a third party relating to

the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Buyer.

- 33.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
- i) the Buyer determines that the processing is not occasional;
 - ii) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
 - iii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 33.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions of any Subprocessor.
- 33.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

Schedule 3 – Collaboration agreement

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

Schedule 4 – Alternative clauses

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

Schedule 5 – Guarantee

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

Schedule 6 – Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Section 2 (Services Offered) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).

Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The personal data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.
Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start Date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, personal data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any

	<p>of the above</p> <ul style="list-style-type: none"> • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the Data Protection Legislation.
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	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
Data Protection Impact Assessment	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> i) all applicable Law about the processing of personal data and privacy; and ii) The Data Protection Act 1998, the EU Data Protection Directive 95/46/EC, the Regulation of Investigatory Powers Act 2000, the Telecommunications (Lawful Business Practice) (Interception of Communications) Regulations 2000 (SI 2000/2699), the Electronic Communications Data Protection Directive 2002/58/EC, the Privacy and Electronic Communications (EC Directive) Regulations 2003 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner; and iii) to the extent that it relates to processing of personal data and privacy, any Laws that come into force which amend, supersede or replace existing Laws including the GDPR, the LED and any applicable national implementing Laws as amended from time to time including the DPA 2018.
Data Subject	Will have the same meaning as set out in the Data Protection Legislation.
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract

	Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
Deliverable	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: http://tools.hmrc.gov.uk/esi
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	<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
Former Supplier	A supplier supplying services to the Buyer before the Start Date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557ix together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	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.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK Government Guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK Government Guidance and the Crown Commercial Service Guidance, current UK Government Guidance will take precedence.
Indicative Test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information Security Management System	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency Event	<p>Can be:</p> <ul style="list-style-type: none"> ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium.
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semiconductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> ● the supplier's own limited company ● a service or a personal service company ● a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR Claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 Assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start Date.
Law	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body.
LED	Law Enforcement Direction (Directive EU) 2016/680)
	All losses, liabilities, damages, costs, expenses (including legal fees),

Loss	disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a material breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a Contracting Body with the Supplier in accordance with the Ordering Processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an Order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the Data Protection Legislation.
Personal Data Breach	Takes the meaning given in the Data Protection Legislation.
Processing	This has the meaning given to it under the Data Protection Act 1998 as amended but, for the purposes of this Call-Off Contract, it will include both

	manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
Processor	Takes the meaning given in the Data Protection Legislation
Prohibited Act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: <ul style="list-style-type: none"> ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an Incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory Body or Bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant Person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the Employment Regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the Services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement Supplier	Any third party service provider of Replacement Services appointed by the

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

Schedule 7 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

This may include any Data Subject or Personal Data held within Buyer systems, which can be accessed as part of engaging in the operations of the IT service.

Duration of the processing:

This is applicable for the duration of this contract.

Nature and purposes of the processing:

The Supplier is not engaged to undertake and manage the collection, recording, structuring, storage, adaptation or alteration of Personal Data, however, the Supplier may have the ability to access Personal Data by virtue of access to systems. This includes access to Incident records, Network Infrastructure carrying Network traffic, servers, file systems and storage (if there is associated server access), where data is not otherwise encrypted.

The Supplier will have the ability to access systems from Buyer and Supplier offices and from remote working locations within the UK for Incident management and support purposes.

All data will remain within the Buyer estate and the Buyer will remain responsible for all data handling controls. The Supplier will follow the Buyer's direction and guidelines on staff security clearance and processes for access to systems, including role-based access controls and security standards. Where the Supplier is required to grant user access, this will be undertaken at the Buyer's direction.

Access for the Supplier will be limited to Buyer provisioned laptops and approved USB devices.

Any requirement to share data externally, such as with third-parties for diagnostic purposes, is not to be undertaken by the Supplier and will remain the responsibility of the Buyer. Where the Supplier has the need to share data externally with the Buyer's third-parties, this will only be done with prior consent from the Buyer.

Type of Personal Data:

As a minimum - Name, Address, Date of Birth, NI number, telephone number, dependents details, payment details, work history, medical history

Categories of Data Subject:

Citizen Data – members of the public. As a minimum this could be: claimant details, Buyer details, employer details, details of dependents for claimants/Buyers.

Plan for return of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data: such data artefacts relate to the Scope of the Services and will be handed over to the Buyer as part of the off-boarding obligations.