

G-Cloud 12 Call-Off Contract

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

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Part A: Order Form

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


Digital Marketplace service ID number	7591 0371 4923 183
Call-Off Contract reference	
Call-Off Contract title	Microsoft Unified Support Services
Call-Off Contract description	Support across all Microsoft products, providing problem resolution services reactive and preventative support.
Start date	29th December 2020
Expiry date	28th December 2021
Call-Off Contract value	£1,701,407 excluding VAT
Charging method	One time in advance
Purchase order number	TBC

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

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

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

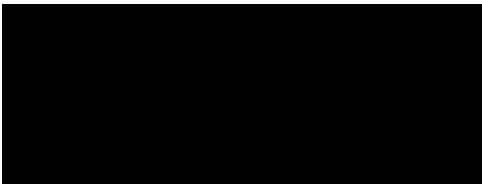
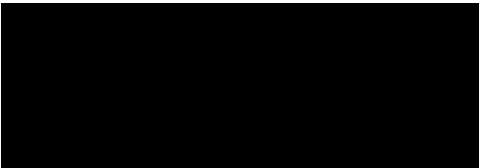
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	HM Revenue and Customs Buyer’s main address: 100 Parliament Street London
To the Supplier	
Together the ‘Parties’	

Principle contact details

For the Buyer:

Title: Commercial Manager



Call-Off Contract term

Start date	This Call-Off Contract Starts on 29th December 2020 and is valid for 12 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension Period	This Call Off Contract shall not be subject to the optional extension period.

Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under: Lot 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined in the statement of Work as referenced in Schedule 1 'Services'.
Additional Services Location	<p>Not applicable.</p> <p>The Services will be delivered to:</p> <p>Her Majesty's Revenue and Customs within Telford. Occasional travel to other locations (e.g. London) may be required. Other services may be performed from other locations.</p>
Quality Standards	The quality standards required for this Call-Off Contract are detailed in the Statement of Work.

Technical Standards	The technical standards used as a requirement for this Call-Off Contract are detailed in the Statement of Work.
Service level agreement	Service level and availability criteria for this Call-Off Contract are not applicable.
Onboarding	The onboarding plan (if any) for this Call-Off Contract shall be described in the Statement of Work.
Offboarding	The offboarding plan (if any) for this Call-Off Contract shall be described in the Statement of Work.
Collaboration	In accordance with this Call-off Contract, the Buyer does not require the Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed [REDACTED] the charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data Defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. <p>The Supplier may, in its sole discretion, fulfil its insurance obligations described herein via commercial insurance, excess insurance, a program of self-insurance or a combination of any of the aforementioned options. For the avoidance of doubt and notwithstanding anything to the contrary, the Supplier is under no obligation to provide the following to demonstrate compliance of its insurance obligations; (1) receipts for insurance premium, or (2) evidence of payment of the latest premiums due.</p>

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 45 consecutive days.
Audit	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits on the following basis:</p> <ul style="list-style-type: none"> • Reference to CCS shall mean the Buyer. • Reference to Framework Agreement shall mean this Call-Off Contract. • This Call-Off contract only <p>The required audit provisions from the Framework Agreement shall include the following and incorporated into this Call-Off Contract:</p> <ul style="list-style-type: none"> • Clause 7.4 • Clause 7.6 - bullets 2 and 3. • Clause 7.7 – bullets 1,2,4,5, and 6. • Clause 7.8 • Clause 7.9 • Clause 7.10 except <ul style="list-style-type: none"> ○ bullet 2 shall be amended to read “any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Call-Off Contract only”. ○ bullet 5 and ○ bullet 6 (which becomes new bullet 5) shall be amended to read “any records about the Supplier’s performance of the Services and to verify that these reflect the Supplier’s own internal reports and records” • Clause 7.11 (except the first bullet) • Clause 7.12 which shall be amended to read “The Buyer can End this Call-Off Contract under section 5 (Ending and suspension of a supplier’s appointment) for Material Breach if the event in clause 7.11 applies” • Clause 7.13 <p>For the avoidance of doubt the audit clauses (as amended above) appear in full as follows:</p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p>

	<ul style="list-style-type: none"> • operation of this Call-Off Contract entered into with the Buyer • Services provided under this Call-Off Contract (including any Subcontracts) • amounts paid by the Buyer under this Call-Off Contract <p>7.6 The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> • 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End • another date agreed between the Parties <p>7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> • commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations • books of accounts for this Call-Off Contract • access to its published accounts and trading entity information • proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Call-Off Contract • records of its delivery performance under this Call-Off Contract, including that of its Subcontractors <p>7.8 Buyer will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of Buyer's control.</p> <p>7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:</p> <ul style="list-style-type: none"> • provide audit information without delay • provide all audit information within scope and give auditors access to Supplier Staff <p>7.10 The Supplier will allow the representatives of the Buyer receiving Services under this Call-Off Contract and any successors or assigns, access to the records, documents, and account information referred to in cause 7.6 (including at the Supplier's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review:</p> <ul style="list-style-type: none"> • the accuracy of Charges (and proposed or actual variations to them under the Call-Off Contract) • any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services
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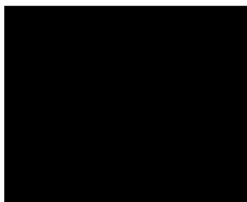
	<p>for the purposes of auditing the Charges under the Call-Off Contract only</p> <ul style="list-style-type: none"> • the integrity, Confidentiality and security of the Buyer Personal Data and the Buyer Data held or used by the Supplier • any other aspect of the delivery of the Services including to review compliance with any legislation • any records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records • the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure, and that any asset register is up to date <p>7.11 The Supplier will reimburse the Buyer its reasonable Audit costs if it reveals a Material Breach.</p> <p>7.12 The Buyer can End this Call-Off Contract under section 5 (Ending and suspension of a supplier's appointment) for Material Breach if the event in clause 7.10 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations. Buyer acknowledges that audits or inspections of Supplier will be limited to the information and documentation relating to this Call-Off Contract and shall not include the right to audit Supplier's physical infrastructure.</p>
Buyers responsibilities	The Buyer's responsibilities shall be defined in the Statement of Work.
Buyers equipment	The Buyer's equipment to be used with this Call-Off Contract Shall be defined in the Statement of Work.

Supplier's information

Subcontractors or partners	
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is One Time in Advance.
Invoice details	The Supplier will issue an electronic invoice upon service commencement. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to: 
Invoice information required	All invoices may include: <ul style="list-style-type: none">• the Purchase Order number;• total value excluding Value Added Tax (VAT);• the VAT percentage;• the total value including VAT;• a contact name and telephone number of an appropriate individual in the Supplier's finance department in the event of administrative queries; and the banking details for payment to the Supplier via electronic transfer of funds (name and address of bank, sort code, account name and number).
Invoice frequency	One Time in Advance.
Call-off Contract value	The total value of this Call-Off Contract is £1,701,407 excl VAT .
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2 below.

Additional Buyer terms

Performance of the Service and Deliverables	As defined in the Schedule 1.
Guarantee	Not applicable.

Warranties representations	Incorporated Framework Agreement clause 4.1 and Buyer specific amendments clause C.
Supplemental requirements in addition to the Call-Off terms	Not applicable.
Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-off Contract terms	<p>A. Charges, Payment and Recovery of Sums Due</p> <p>1.1 The Supplier shall invoice the Buyer as specified in this Order Form. Each invoice shall include supporting information as described in the “Invoice Information Required” section above (“Invoice Information”), including the relevant Purchase Order Number (and CD Reference).</p> <p>1.2 To facilitate payment, the Supplier shall use an electronic transaction system (which as of the Effective Date is “SAP ARIBA”) by the Buyer and shall:</p> <p>1.2.1 register for the electronic transaction system in accordance with the instructions of the Buyer;</p> <p>1.2.2 allow the electronic transmission of purchase orders and submitting of electronic invoices via the electronic transaction system;</p> <p>1.2.3 designate a Supplier representative as the first point of contact with the Buyer for system issues; and</p> <p>1.2.4 provide such data to the Buyer as the Buyer reasonably deems necessary for the operation of the system including, but not limited to, electronic catalogue information.</p> <p>1.3 Each invoice (including the Invoice Information) required to be submitted in accordance with this Clause A shall be submitted by the Supplier, as directed by the Buyer from time to time, either:</p> <p>1.3.1 via the Buyer’s electronic transaction system; or</p> <p>1.3.2 to the address set out in this Order Form (or such other person notified to the Supplier in writing by the Buyer) by email in pdf format or, if agreed with the Buyer, in hard copy by post.</p> <p>1.4 The Supplier acknowledges and agrees that should it commence Services without a Purchase Order Number:</p> <p>1.4.1 the Supplier does so at its own risk; and</p>

	<p>1.4.2 the Buyer shall not be obliged to pay the Charges without a Purchase Order Number having been provided to the Supplier.</p> <p>1.5 The Buyer shall regard an invoice as valid only if it complies with the provisions of this Clause 1. The Buyer shall promptly return any non-compliant invoice to the Supplier and the Supplier shall promptly issue a replacement, compliant invoice.</p> <p>1.6 In consideration of the supply of the Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number.</p> <p>1.7 If a payment of an undisputed amount is not made by the Buyer by the due date, then the Buyer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.</p> <p>1.8 If any sum of money is recoverable from or payable by the Supplier under the Call-Off Contract (including any sum which the Supplier is liable to pay to the Buyer in respect of any breach of the Call-Off Contract), having notified the Supplier in writing, that sum may be deducted unilaterally by the Buyer from any sum then due, or which may come due, to the Supplier under the Call-Off Contract or under any other agreement or contract with the Buyer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Buyer in order to justify withholding payment of any such amount in whole or in part.</p> <p>“Purchase Order Number” the Buyer’s unique number relating to the supply of the Services;</p> <p>B. Not used</p> <p>C. Warranties</p> <p>1.1 The Supplier represents and warrants that:</p> <p>1.1.1 in the three years prior to the Start Date, it has been in full compliance with all applicable securities and Tax Laws and regulations in the United Kingdom and in the jurisdiction in which it is established;</p> <p>1.1.2 it has notified the Buyer in writing of any Occasions of Tax Non-Compliance and any litigation, enquiry or investigation in which it is involved that is in connection with,</p>
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	<p>or which may lead to any Occasion of Tax Non-Compliance; and</p> <p>1.1.3 no profit warnings, proceedings or other steps have been taken and not discharged (nor, to the best of its knowledge, are threatened) for the winding up of the Supplier or for its dissolution or for the appointment of a receiver, administrative receiver, liquidator, manager, administrator or similar officer in relation to any of the Supplier's assets or revenue.</p> <p>1.1.4 If at any time the Supplier becomes aware that a representation or warranty given by it under Clause C.1.1.1, C.1.1.2 or C.1.1.3 has been breached, is untrue, or is misleading, it shall immediately notify the Buyer of the relevant occurrence in sufficient detail to enable the Buyer to make an accurate assessment of the situation.</p> <table border="1" data-bbox="643 835 1385 2018"> <tr> <td data-bbox="643 835 914 2018"> <p>"Occasion of Tax Non-Compliance"</p> </td><td data-bbox="914 835 1385 2018"> <p>(a) any Tax return of the Supplier and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Supplier which has given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years;</p> <p>(c) For these purposes :</p> </td></tr> </table>	<p>"Occasion of Tax Non-Compliance"</p>	<p>(a) any Tax return of the Supplier and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Supplier which has given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years;</p> <p>(c) For these purposes :</p>
<p>"Occasion of Tax Non-Compliance"</p>	<p>(a) any Tax return of the Supplier and/or any non-submission of a Tax return (whether deliberate or by omission) by the Supplier to the Relevant Tax Authority on or after 1 October 2012 is found to be incorrect as a result of:</p> <p>(i) a Relevant Tax Authority successfully challenging the Supplier under the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR or under any Tax rules or legislation in any jurisdiction that have an effect equivalent or similar to the General Anti Abuse Rule or the Halifax Abuse Principle or TAAR;</p> <p>(ii) the failure of an avoidance scheme which the Supplier was involved in, and which was, or should have been, notified to a Relevant Tax Authority under the DOTAS or any equivalent or similar regime in any jurisdiction; and/or</p> <p>(b) the Tax affairs of the Supplier which has given rise to a criminal conviction in any jurisdiction for Tax related offences within the last five (5) years which is not spent at the date the Call-Off Contract is entered into or to a civil penalty for fraud or evasion within the last three (3) years;</p> <p>(c) For these purposes :</p>		

		<p>(i) a return is "submitted" when it is first submitted to the Relevant Tax Authority and any subsequent amendments or re-submissions are to be ignored; and</p> <p>(ii) a Relevant Tax Authority will not be deemed to have "successfully challenged" the Supplier until an appeal against such challenge is no longer possible.</p>
	<p>"Tax"</p>	<p>means:</p> <p>(a) all forms of tax whether direct or indirect;</p> <p>(b) national insurance contributions in the United Kingdom and similar contributions or obligations in any other jurisdiction;</p> <p>(c) all statutory, governmental, state, federal, provincial, local government or municipal charges, duties, imports, contributions, levies or liabilities (other than in return for goods or services supplied or performed or to be performed) and withholdings; and</p> <p>(d) any penalty, fine, surcharge, interest, charges or costs relating to any of the above, in each case wherever chargeable and whether of the United Kingdom and any other jurisdiction;</p>
<p>D. Promoting Tax Compliance</p> <p>1.1 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p> <p>1.2 The Supplier shall at all times comply with all other Laws and regulations relating to Tax.</p> <p>1.3 Not Used.</p> <p>1.4 Where an amount of Tax, including any assessed amount, is due from the Supplier an equivalent amount may be deducted by the Buyer from the amount of any sum due to the Supplier under this Call-Off Contract.</p>		

	<p>1.5 If, at any point during the Term, an Occasion of Tax Non-Compliance occurs and or any litigation, enquiry or investigation in which it is/are (as appropriate) involved that is in connection with, or which may lead to, any Occasion of Tax Non-Compliance, the Supplier shall:</p> <p>1.5.1 notify the Buyer in writing of such fact within five (5) Working Days of its occurrence; and</p> <p>1.5.2 promptly provide to the Buyer:</p> <ul style="list-style-type: none"> (a) details of the steps which the Supplier is taking to address the Occasion of Tax Non-Compliance and to prevent the same from recurring, together with any mitigating factors that it considers relevant; and (b) such other information in relation to the Occasion of Tax Non-Compliance as the Buyer may reasonably require. <p>1.6 The Supplier's Subcontractors shall comply with the [REDACTED] Supplier Code of Conduct ("SCOC") at all times. For the avoidance of doubt, where the SCOC states "All [REDACTED] Suppliers must conduct their business activities in full compliance with all applicable laws and regulations while conducting business with and/or on behalf of [REDACTED]" this shall include meaning that Subcontractors shall comply with all Laws relating to Tax that apply to the relevant Subcontractor. That requirement shall remain within the SCOC for the duration of this contract.</p> <p>For the purposes of this clause D1.6 the references to Supplier in the definition of Occasion of Tax Non-Compliance shall be read as references to Subcontractors. If at any point during the Term, the Supplier becomes aware, or has a reasonable suspicion, that:</p> <ul style="list-style-type: none"> (a) a Subcontractor has engaged in behaviour which would be an Occasion of Tax Non-Compliance; and/or (b) a Subcontractor is involved in any litigation, investigation, or enquiry which is in connection with, or which may lead to establishing, such an Occasion of Tax Non-Compliance, then the following procedure shall apply: <ul style="list-style-type: none"> (i) the case shall be routed to the Supplier Procurement Engagement Manager, Compliance Manager and Supplier Accountability Team for further action; and (ii) the relevant tax authority shall be notified. <p>1.7 The Supplier shall indemnify the Buyer on a continuing basis against any liability, including any interest, penalties or costs incurred, that is levied, demanded or assessed on the Buyer at any time in respect of the Supplier's failure to account</p>
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	<p>for or to pay any Tax relating to payments made to the Supplier under this Call-Off Contract. Any amounts due under this Clause D.1.7 shall be paid in cleared funds by the Supplier to the Buyer not less than five (5) Working Days before the date upon which the Tax or other liability is payable by the Buyer.</p> <p>1.8 The Supplier shall provide (promptly or within such other period notified by the Buyer) information which demonstrates how the Supplier complies with its Tax obligations.</p> <p>1.9 If the Supplier fails to:</p> <p>1.9.1 comply (or if the Buyer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions in Clauses D.1.2 to 1.5 and D.1.7 to D.1.8 (inclusive); and/or</p> <p>1.9.2 fails to provide details of steps being taken and mitigating factors pursuant to Clause D.1.5 which in the reasonable opinion of the Buyer are acceptable, this shall allow the Buyer to terminate the Call-Off Contract pursuant to Clause 18.5.</p> <p>1.10 The Buyer may internally share any information which it receives under Clauses D.1.3 to D.1.5 (inclusive) and D.1.8.</p> <p>“DOTAS” the Disclosure of Tax Avoidance Schemes rules which require a promoter of tax schemes or those who use them to tell HMRC of any notifiable arrangements or proposals and to provide prescribed information on those arrangements or proposals within set time limits as contained in Part 7 of the Finance Act 2004 and in secondary legislation made under vires contained in Part 7 of the Finance Act 2004 and as extended to national insurance contributions by the National Insurance Contributions (Application of Part 7 of the Finance Act 2004) Regulations 2012, SI 2012/1868) made under section 132A of the Social Security Administration Act 1992 and in Schedule 11A to the Value Added Tax Act 1994 (as amended by Schedule 1 to the Finance (no. 2) Act 2005;</p> <p>“General Anti Abuse Rule” means</p>
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	<p>(a) the legislation in Part 5 of the Finance Act 2013;</p> <p>(b) the legislation in sections 10 and 11 of the National Insurance Contributions Act 2014; and</p> <p>(c) any future legislation introduced into Parliament to counteract tax advantages arising from abusive arrangements to avoid any Tax;</p>
	<p>“Halifax Abuse Principle” the principle explained in the CJEU Case C 255/02 Halifax and others;</p>
	<p>“Relevant Tax Authority” HMRC, or, if applicable, a tax authority in the jurisdiction in which the Supplier is established, resident or liable to any Tax;</p>
	<p>“TAAR” or “Targeted Anti-Avoidance Rule” means provision(s) in any legislation which seeks to prevent avoidance of any Tax;</p>
	<p>E. Use of Off-shore Tax Structures</p> <p>1.1 Subject to the principles of non-discrimination against undertakings based either in member countries of the European Union or in signatory countries of the World Trade Organisation Agreement on Government Procurement, the Supplier shall not, and shall ensure that its Connected Companies shall not, have or put in place (unless otherwise agreed with the Buyer) any arrangements involving the use of off-shore companies or other off-shore entities the main purpose, or one of the main purposes, of which is to achieve a reduction in United Kingdom Tax of any description which would otherwise be payable by it or them on or in connection with the payments made by or on behalf of the Buyer under or pursuant to this Call-Off Contract or United Kingdom Tax which would be payable by it or them on or in connection with payments made by or on behalf of the (“Prohibited Transactions”). Prohibited Transactions shall not include transactions made between the Supplier and its Connected Companies on terms which are at arms-length and are entered into in the ordinary course of the transacting parties’ business.</p> <p>1.2 The Supplier shall notify the Buyer in writing (with reasonable supporting detail) of any proposal for the Supplier or any of its Connected Companies, or for a Key Subcontractor</p>

	<p>(or any of its Connected Companies), to enter into any Prohibited Transaction. The Supplier shall notify the Buyer within a reasonable time to allow the Buyer to consider the proposed Prohibited Transaction before it is due to be put in place.</p> <p>1.3 In the event of a Prohibited Transaction being entered into in breach of Clause E.0 above, or in the event that circumstances arise which may result in such a breach, the Supplier shall discuss the situation with the Buyer and, in order to ensure future compliance with the requirements of Clauses E.0 and E.0, the Parties shall agree (at no cost to the Buyer) timely and appropriate changes to any such arrangements by the undertakings concerned, resolving the matter (if required) through the Escalation Process.</p> <p>1.4 Failure by the Supplier to comply with the obligations set out in Clauses E.0 and E.0 shall allow the Buyer to terminate the Call-Off Contract pursuant to Clause 18.5.</p> <p>“Affiliates” means any legal entity that controls, is controlled by, or that is under common control with a party. “Control” means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.</p> <p>“Connected Company” means, in relation to a company, entity or other person, the Affiliates of that company, entity or other person or any other person associated with such company, entity or other person</p> <p>F. Income Tax and National Insurance Contributions</p> <p>1.1 Where the Supplier or any Supplier Staff are liable to Tax in the UK or to pay national insurance contributions in respect of consideration received under this Call-Off Contract, the Supplier shall:</p> <p>1.1.1 at all times comply with the Income Tax (Earnings and Pensions) Act 2003 and all other Laws and regulations relating to income tax, and the Social Security Contributions and Benefits Act 1992 and all other Laws and regulations</p>
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	<p>relating to national insurance contributions, in respect of that consideration;</p> <p>1.1.2 indemnify the Buyer against any income tax, national insurance and social security contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with the provision of the Services by the Supplier or any Supplier Staff for which the Supplier is not primarily liable to account to the Buyer under the relevant Laws and regulations; and</p> <p>1.1.3 provide (promptly or within such other period notified by the Buyer) information which demonstrates how the Supplier complies with Clause F.1.1.1 or why Clause F.1.1.1 does not apply to the Supplier (including such specific information as the Buyer may request), and if the Supplier fails to comply (or if the Buyer receives information which demonstrates that the Supplier has failed to comply) with any of the provisions above in this Clause F.1.1 then this shall allow the Buyer to terminate the Call-Off Contract pursuant to Clause 18.5.</p> <p>1.2 The Buyer may internally share any information which it receives under Clause F.1.1.3.</p> <p>G. Official Secrets Acts, Commissioners for Revenue and Customs Act 2005 and related Legislation</p> <p>1.1 The Supplier shall comply with the following provisions, to the extent applicable to its provision of Services:</p> <p style="padding-left: 40px;">1.1.1 the Official Secrets Acts 1911 to 1989;</p> <p style="padding-left: 40px;">1.1.2 section 182 of the Finance Act 1989;</p> <p style="padding-left: 40px;">1.1.3 section 123 of the Social Security Administration Act 1992,</p> <p style="padding-left: 40px;">and</p> <p style="padding-left: 40px;">1.1.4 section 18 of the Commissioners for Revenue and Customs Act 2005 and the parties agree that the Supplier shall not be in breach of this clause as a result of any disclosure of relevant information to, and engagement of, Representatives (as defined in the MBSA) for the provision of the Services.</p> <p>1.2 Further, the Supplier acknowledges that (without prejudice to any other rights and remedies of the Authority) a breach of the aforesaid obligations may lead to its prosecution under the Official Secrets Act 1911 to 1989, section 182 of the Finance Act 1990, the Social Security Administration Act 1992 and/or section 19 of the Commissioners for Revenue and Customs Act 2005. For the avoidance of doubt and in the case of conflict, any action (or omissions) of the Supplier taken in accordance with the Call Off Contract shall not be a breach such provisions for the purposes of this Section G.</p>
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	<p>1.4 In the event that the Supplier fails to comply with this clause, the Buyer's sole remedy shall be the right to terminate.</p> <p>"MBSA" means the [REDACTED] Business and Services Agreement reference [REDACTED] effective as of 30/01/2018 (the "Agreement") entered into by Crown Commercial Services and Microsoft Limited, which is included in the Supplier Terms.</p> <p>H. Confidentiality, Transparency and Publicity</p> <p>1.1 The Supplier shall not, and shall take reasonable steps to ensure that the Supplier Staff shall not:</p> <p>1.2 make any press announcement or publicise the Call-Off Contract or any part of the Call-Off Contract in any way; or</p> <p>1.3 use the Buyer's name or brand in any promotion or marketing or announcement of orders, except with the prior written consent of the Buyer.</p> <p>1.4 Each Party acknowledges to the other that nothing in this Call-Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.</p> <p>1.5 In line with Clauses 13.4 and 13.5 of the MBSA, the Supplier shall not, and shall take reasonable steps to ensure that the Supplier's employees ("Supplier Personnel") shall not:</p> <ul style="list-style-type: none"> a. make any press announcement or publicise the Agreement or any part of the Agreement in any way; or b. use the Authority's name or brand in any promotion or marketing or announcement of orders, <ul style="list-style-type: none"> a. except with the prior written consent of the Authority. <p>1.6 Each Party acknowledges to the other that nothing in this Call Off Contract either expressly or by implication constitutes an endorsement of any products or services of the other Party and each Party agrees not to conduct itself in such a way as to imply or express any such approval or endorsement.</p>
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	<p>Confidentiality:</p> <p><i>For the avoidance of doubt, clause 3 including 3a “Confidential Information” and 3g “Disclosing confidential information pursuant to a request under the Freedom of Information Act” from the [REDACTED] Business and Services Agreement (“MBSA”), No. [REDACTED] signed by the Crown Commercial Service on 30.01.2018 applies in accordance with clause 8.3 of the Framework Agreement.</i></p> <p>Nothing in the Framework Agreement or this Call-Off Contract will prevent either party from disclosing the other party’s Confidential Information to its employees, Affiliates*, contractors, advisors and consultants (“Representatives”) and then only on a need-to-know basis under nondisclosure obligations at least as protective as the Framework Agreement and this Call-Off Contract. Each party remains responsible for the use of the other party’s Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. A party may disclose the other’s Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.</p> <p>*“Affiliate” means any legal entity that controls, is controlled by, or that is under common control with a party. „Control“ means ownership of more than a 50% interest of voting securities in an entity or the power to direct the management and policies of an entity.</p> <p>Defense of third party claims:</p> <p>The parties agree that clause 6 from the [REDACTED] Business and Services Agreement (“MBSA”), No. [REDACTED] signed by the Crown Commercial Service on 30.01.2018 applies in accordance with clause 8.3 of the Framework Agreement.</p> <p>The [REDACTED] Professional Services Data Protection Addendum (as attached) is hereby incorporated into this Call-Off Contract. Notwithstanding incorporated Framework clause 8.3 and clause 8.3 of the Framework Agreement, the parties explicitly agree as follows:</p> <ul style="list-style-type: none"> a) for the purposes of Paragraph 5(d) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause
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	<p>8.57 (or any equivalent requirement for consent for the transfer of Personal Data incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract), the Buyer hereby consents to the transfer of Personal Data in accordance with the Personal Data transfer principles and details set out in the MPSDPA;</p> <p>b) for the purposes of incorporated Framework clause 8.33 and Paragraph 12(a) and 12(b) of Schedule 4 of the Framework Agreement as incorporated into this Call-Off Contract via incorporated Framework clause 8.57 (or any equivalent provision that is incorporated into the Framework Agreement or this Call-Off Contract following the date of this Call-Off Contract):</p> <ul style="list-style-type: none">i. the Buyer hereby confirms that, prior to the execution of this Call-Off Contract, it has been provided with details of the Sub-processors that the Supplier will use in connection with the Processing carried out pursuant to this Call-Off Contract;ii. the Buyer hereby gives its prior written consent to the use of such Sub-processors by the Supplier; andiii. where any additional or replacement Sub-processors are to process any Personal Data following the execution of this Call-Off Contract, the parties agree that the process <p>[Redacted]</p> <p>[Redacted]</p> <p>any Subcontractor personnel) found to have been convicted of a tax related offence shall be excluded from the provision of the services described in this Call-Off Contract.</p>
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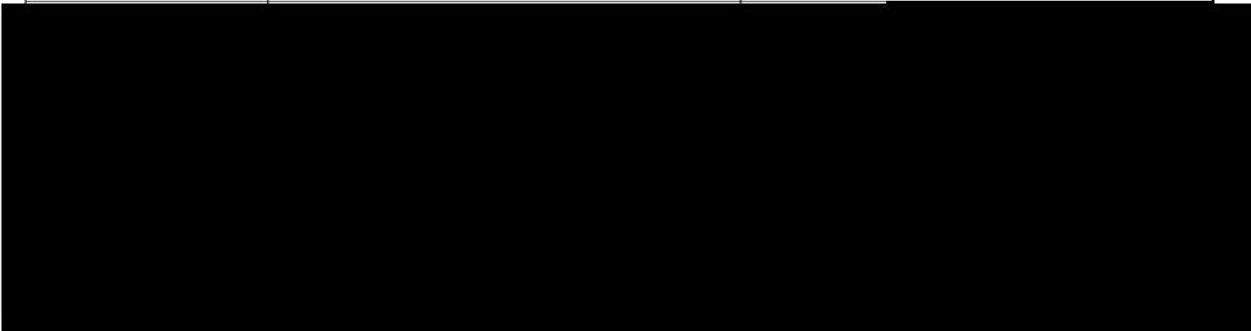
Public Services Network (PSN)	For the purposes of this Call-Off Contract the Public Services Network (PSN) is not being utilised.
Personal Data and Data Subjects	The Microsoft Professional Services Data Protection Addendum, as incorporated into this Call-Off Contract, shall apply.

1. Formation of contract

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

2. Background to the agreement

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

Signed	Supplier	Buyer
		

Schedule 1: Services

Please refer to the current Support and Consulting Services Description (“SCSD”) which will be incorporated by reference and is published by Microsoft from time to time at www.microsoft.com/en-us/microsoftservices/support-consulting-services-description. Microsoft may update the support services you purchase under this agreement from time to time, provided that the level of support services you purchase will not materially decrease during the current Term.

S by Support Location

nce Support United Kingdom 29/12/2020 - 28/12/2021		
	Service	Service Type
	Modern Service Management - Cloud Success Plan Generic	IT Service Management
	On-demand Assessment	On-Demand Assessment
	On-Demand Assessment - Setup and Config Service	On-Demand Assessment Remote
	On-demand Education	On-Demand Education
	Online Support Portal	Administrative
	Performance Advisory Support Hours As-needed	Advisory Services
	Performance Built-in Proactive Services - Generic	Administrative
	Performance Problem Resolution Hours As-needed	Problem Resolution Support
	Performance Service Delivery Management	Service Delivery Management
	Reactive Enabled Contacts	Problem Resolution Support
	Support Technology Advisor	Designated Support Engineering
	Webcasts As-Needed	Webcast

d Support Engineering (DSE) United Kingdom 29/12/2020 - 28/12/2021		
	Service	Service Type
	Designated Support Engineering Azure IaaS	Designated Support Engineering
	Designated Support Engineering Modern Identity	Designated Support Engineering
	Designated Support Engineering Office 365	Designated Support Engineering
	Designated Support Engineering Dynamics 365 finance and operations	Designated Support Engineering
	Designated Support Engineering SharePoint	Designated Support Engineering

ritical Intelligent Cloud - Unified United Kingdom 29/12/2020 - 28/06/2021		
	Service	Service Type
	Azure Rapid Response Fee	Support Fee
	Designated Support Engineering Platforms	Designated Support Engineering
	Mission Critical Advisory Support Hours	Advisory Services
	Mission Critical ARR Problem Resolution As needed	Problem Resolution Support
	Mission Critical Proactive Service - Generic	Administrative
	Mission Critical Problem Resolution As needed	Problem Resolution Support
	Mission Critical Solution Team	Support Assistance
	Service Delivery Management Extended	Service Delivery Management

Schedule 2: Call-Off Contract charges

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

Software Assurance Benefits

* Customer will transfer [redacted] Software Assurance PRS incidents to this support agreement as part of this support package.

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1. Call-Off Contract Start date and length

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2. Incorporation of terms

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

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)
- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'.
- 2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'.
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract.

- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
- 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
 - 4.1.6 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of

whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

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

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

5 Due diligence

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

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

6. Business continuity and disaster recovery

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

6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.

6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.

7. Payment, VAT and Call-Off Contract charges

7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.

7.3 The Call-Off Contract Charges include all Charges for payment Processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.

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

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly.

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

11.5.2 Supplier's performance of the Services.

11.5.3 use by the Buyer of the Services

- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
 - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance.
 - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer.
 - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer.
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract.
 - 11.7.2 other material provided by the Buyer necessary for the Services.
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data.
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body.
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes.
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request.
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions.
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer).
 - 12.2.4 providing the Buyer with any information requested by the Data Subject.
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
- 13.6.1 the principles in the Security Policy Framework: <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy: <https://www.gov.uk/government/publications/government-security-classifications>
- 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
- 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
- 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance: <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
- 13.6.6 buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.
- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

- 16.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Service Data, the Supplier will help the Buyer to mitigate any losses and restore the Services to operating efficiency as soon as possible.
- 16.4 Responsibility for costs will be at the:
- 16.4.1 Supplier's expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided.
- 16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control.
- 16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.
- 16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>
- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
- 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided.
- 18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses.

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
- 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied.
- 18.4.2 any fraud.
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
- 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so.
- 18.5.2 an Insolvency Event of the other Party happens.
- 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business.
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration.
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry.
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses.
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)

- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); incorporated Framework Agreement clauses:
- 4.2 to 4.7 (Liability).
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.89 to 8.90 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work.

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

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

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

20. Notices

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

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

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

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer.
 - 21.6.2 there will be no adverse impact on service continuity.
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit.
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice.
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier.

- 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer.
- 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier.
- 21.8.4 the testing and assurance strategy for exported Buyer Data.
- 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations.
- 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition.

22. Handover to replacement supplier

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

23. Force majeure

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
 - 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form.
 - 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form.

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

25. Premises

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

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

30. Additional G-Cloud services

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

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
- 31.2.1 work proactively and in good faith with each of the Buyer's contractors

31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

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

	<p>Intellectual Property Rights (IPRs), together with all information derived from any 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 GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.
Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
Data Protection Legislation (DPL)	<p>Data Protection Legislation means:</p> <ul style="list-style-type: none"> i) the GDPR, the LED and any applicable national implementing laws as amended from time to time. ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy. <p>all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.</p>
Data Subject	Takes the meaning given in the GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term). other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract. <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>

Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
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

	<ul style="list-style-type: none"> any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into <p>any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans</p>
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK

	government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand <p>a Schedule A1 moratorium</p>
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information. • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction. <p>all other rights having equivalent or similar effect in any country or jurisdiction</p>
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.
Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR
Processor	Takes the meaning given in the GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud <p>committing or attempting or conspiring to commit Fraud</p>
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's background IPRs.

Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
SCOC	The Supplier Code of Conduct: the version that is current at the date of this Order Form is attached to this Order Form
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the

	Digital Marketplace.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR information

The Microsoft Professional Services Data Protection Addendum, as incorporated into this Call-Off Contract, shall apply.

