



G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

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Part A: Order Form

Buyers must use this template order form as the basis for all Call-Off Contracts and must refrain from accepting a Supplier's prepopulated version unless it has been carefully checked against template drafting.

Platform service ID number	908536524215658
Call-Off Contract reference	CCIT22A27
Call-Off Contract title	InSite Asset Register Delivery Partner
Call-Off Contract description	<p>The Buyer is the only body in the central government with existing access to estate data across multiple public sector bodies with plans to extend this access further.</p> <p>Its target is that nearly all UK strategic property asset information (e.g., land, building and associated data-sets) for government bodies will be available to the Cabinet Office, offering a single and trusted perspective across a significant portfolio. Additional analytical capability will also support better decision making for strategic real estate.</p> <p>To that end, InSite will be a cloud-based system to collect, manage and report this data to provide insight on the public estate to organisations, cross-public sector programmes, Parliament and the public, leading to greater public transparency.</p>
Start date	30/06/23

Expiry date	29/06/26 (Initial Term) 29/06/27 (Extension)
Call-Off Contract value	£1,012,817.00 excluding VAT (Initial Term of three years) £167,600.00 excluding VAT (Extension for 1 year)
Charging method	BACS Payment
Purchase order number	TBC

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

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

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

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

<p>From the Buyer</p>	<p>Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Cabinet Office 70 Whitehall London SW1A 2AS</p>
<p>To the Supplier</p>	<p>Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Redacted Under FOIA Section 40, Personal Information Planon Limited 6th Floor Park Gate 161-163 Preston Road Brighton BN1 6AU Company Number: 03752925</p>
<p>Together the 'Parties'</p>	

Principal contact details

For the Buyer:

Title: Redacted Under FOIA Section 40, Personal Information

Name: Redacted Under FOIA Section 40, Personal Information

Email: Redacted Under FOIA Section 40, Personal Information

Phone: Redacted Under FOIA

Section 40, Personal

Information

For the Supplier:

Title: Redacted Under FOIA Section 40, Personal Information Name: Redacted Under FOIA Section 40, Personal Information

Email: Redacted Under FOIA Section 40, Personal Information

Phone: Redacted Under FOIA Section 40, Personal Information

Call-Off Contract term

Start date	This Call-Off Contract Starts on 30/06/23 and is valid for 36 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	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 Months, by giving the Supplier 1 Month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>
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Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> ● Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below. Further details on the scope required may be found in Schedule 1: Services.</p> <ol style="list-style-type: none"> 1. Professional Services: <ol style="list-style-type: none"> a. Project Manager, Senior Consultant, Solution Architect, Senior Application Manager 130 Day(s) b. Implementation Consultant, ICT Consultant, Infrastructure Consultant and Application Manager 90 Day(s)

	<ul style="list-style-type: none"> c. Trainer 30 Day(s) 2. SaaS Cloud Services (per 12 Months): <ul style="list-style-type: none"> a. Planon Cloud, Environment b. Acceptance, Environment c. Dev, Test and Live Environment d. Additional 1Tb Disk space e. Dedicated Database Server f. Data Analytics Reporting e. DTA Environment for Data Analytics in pre-production environment f. 5Tb Data Allowance for Data Analytics reporting g. REST API Integration layer h. 2Tb Data Allowance for API Integration data transfer 3. Perpetual Software: <ul style="list-style-type: none"> a. 50x Real Estate Management concurrent user licences b. 2,000x Self Service named user licences for desktop 4. Annual Maintenance Charge <ul style="list-style-type: none"> a. Per annum, for Technical Support, monthly minor releases and managed quarterly upgrades 4. Implementation approach <p>Services are also enclosed in the attached documents:</p> <p>InSite Additional Clarifications - Planon Limited</p> <p>InSite Cost Clarifications - Planon Limited</p> <p>Both documents above have been provided by the Buyer to the Supplier.</p>
<p>Additional Services</p>	<p>The Supplier shall provide data migration templates and sufficient training services for uploads to be performed by the Buyer. The templates shall be provided free of charge as part of the system and will be available throughout the lifetime of the Call-Off Contract to every Buyer system administrator for use. The training will be part of the training cost of implementation.</p>

Location	The Services will be delivered to 10 South Colonnade, Canary Wharf, London, E14 5EA or by remote meetings as required. Face-to-face meetings are expected during the
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	implementation phase (Year 1).
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Quality Standards	<p>The quality standards required for this Call-Off Contract that are to be complied with by the Supplier under the aforementioned Lot are listed in Framework Schedule 4 and are as set out in the Service Description for the Digital Marketplace platform service ID 9085 3652 4215 658. In order to be explicit on what should be delivered, outlined below. For the avoidance of doubt, this does not replace the Service Definition Document.</p> <p>It is required that as part of our commitment to Government Digital Service Standards, the required solution must meet WCAG 2.1 AA Accessibility standards as a minimum. This standard must be applied to all components of the solution on offer and be accredited by a suitable accessibility audit conducted by a registered provider.</p> <p>Where the solution does not meet the standards, it is the Supplier's responsibility to ensure that the solution is accredited before go-live in April 2024.</p>
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Technical Standards:	<p>The technical standards used as a requirement for this CallOff Contract are outlined in the standard defined by Planon Limited's Digital Marketplace listing under G-Cloud 13 with platform service ID 9085 3652 4215 658. These include:</p> <p>ISO27001 for Planon Cloud Services, or its equivalent or superior audit and any or all of the below as required:</p> <p>ISAE3402 Type 2 SOC2 Type 2 Cyber Essentials Plus</p> <p>Additionally, the Recovery Point Objective (RPO) for Planon is 24 hours and the Recovery Time Objective (RTO) is 8 hours.</p> <p>For clarity, the Buyer has chosen Cloud Hosting supplied by Amazon Web Services and hosted in the London Region primary and backup data centres.</p> <p>The Supplier is expected to adhere and comply to the following standards:</p> <ul style="list-style-type: none">● The HMG Service Standard
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	<ul style="list-style-type: none"><ul style="list-style-type: none">○ https://www.gov.uk/service-manual/servicestandard● Technology Code of Practice<ul style="list-style-type: none">○ https://www.gov.uk/guidance/the-technologycode-of-practice● API Technical & Data Standards.<ul style="list-style-type: none">○ https://www.gov.uk/guidance/gds-apitechnical-and-data-standards● HMG Security policy framework<ul style="list-style-type: none">○ https://www.gov.uk/government/publications/security-policy-framework/hmg-securitypolicy-framework● NCSC CAF guidance<ul style="list-style-type: none">○ https://www.ncsc.gov.uk/collection/caf/cyberassessment-framework
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Service level agreement:

The service level and availability criteria required for this CallOff Contract are:

Implementation phase (Year 1)

Standard support is included in the Services. Premium Support is available to the Buyer at a cost of £9,500 per annum.

Post Implementation phase

SLA and Support services are described in the Planon Software and Services Agreement version 18.03 provided to the Buyer. It should be noted that these terms do not supersede the CCS G-Cloud 13 framework terms, but are to be relied upon for terms not specifically detailed in the framework terms, such as, but not limited to:

- EULA for Perpetual Licencing
- SLA
- Cloud Services
- ESCROW
- Support and Maintenance terms

Planon will provide daily backup with a 14-day retention period as standard. This can be adjusted by the Buyer as required. This service is included in the Software and Service Agreement.

For the avoidance of doubt, the SLA has been added to

Schedule 1: Services within this Call-Off Contract.

It is expected that the supplier's solution maintains:

- 99.5% contracted availability with ISO27001:2013 and SOC2 type II certifications with and for NonProduction (sandbox) Instances at 90% performance.
- Vulnerability scanning is performed every month. ● Penetration test is performed annually.

Where the service availability does not meet the contracted percentage above "Service Support Credit" will be made available to the Buyer. This is fully outlined in Schedule 1: Services.

Maintenance

It is assumed that the Buyer will have in use the newest release of the product or one release prior to the newest release for up to a maximum of one (1) year after the release of the newest release. The Support scope is full support, without restrictions.

The Buyer will be entitled to new updates of the Supplier's software and this will be made available as soon as it is released with full release notes.

Upgrades:

The Supplier software application is updated constantly by the Supplier's in-house development team. Each month, there is a new minor release available consisting of new functionality across all of the software solutions, and includes any fixes and security updates. The Buyer will have full visibility of the contents of each monthly release in release notes available in the cloud administrator panel, and also a portal which will show which functional improvements are currently being worked on and expected to be released in future monthly versions of the Planon software.

The Supplier will fully technically test and regression test all releases on our own development environments before release. Supplier will conduct automatic upgrades to all Buyer pre-production cloud environments to a standing published schedule. There will be a one-month period after upgrading the pre-production environments to enable Buyer to test releases before the Production environment is upgraded. If any issues are found, the Buyer can obtain assistance from the Supplier Support to resolve either with

or without hot-fix depending on severity of found issue. The Production environment will be auto-upgraded to the same release as the pre-production environments to a published schedule.

The Supplier is able to investigate and provide solutions based on severity of incident according to the selected SLA from the Software and Services Agreement version 18.03 provided to the Buyer. If items are severe, then the Supplier is able to implement a hot-fix with a 5-day SLA to resolve or find an alternative solution.

It is common during Implementation projects that the Buyer is removed from the auto-upgrade process to avoid upgrades having any impact on agreed specification/configuration during the UAT phase of the project.

Change Control

Change Control with respect to Customised Software. If Maintenance and Support applicable to Customised Software has been agreed in a Product Order Form and the Customised Software is accepted by the Buyer, then any changes to the Customised Software requested by Buyer will be evaluated by the Supplier as either Minor Change or Major Change and subject to handling according to the table below,

	Customized Software	
	Minor Change	Major Change
Description	Small changes and/or changes to existing Customized Software. Change takes less than 2 hours including testing. Maximum number of Minor Changes without additional charges is limited to five (5) per each yearly M&S period.	1. Changes to existing Customized Software takes more than 2 hours including testing; or 2. new Customized Software
Process	Customer to request for a Minor Change via the Support Desk.	Customer to specify requirements to their Planon Account Manager. Major Change developments will be charged at to be agreed rates.

API performance

The Supplier agrees to design interfaces with the Buyer to attempt to achieve the following API read/write performance request times:

- For a request rate of 1-10/s: 1-second for 75 percentiles (p), 2s for 95 percentiles, 5s for 99 percentiles.

	<ul style="list-style-type: none"> ● For a request rate of 11-25/s: 2-second for 75 percentiles, 5s for 95 percentiles, 7.5s for 99 percentiles. <p>The Supplier agrees to investigate monitoring and reporting capabilities for the API layer and share the outcomes with the Buyer.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is to create a Project Initiation Document (PID) between the Project Managers which shall be made available between 3 and 4 weeks, and which will describe in detail the following:</p> <ul style="list-style-type: none"> ● Scope and objectives ● Desired outcomes ● Reporting ● Project management reporting and processes ● Change Control Process ● Escalation Process ● Acceptance Criteria ● Timeline ● Roadmap ● Ways of working with expectations of regular face to face interaction ● Resource requirements (both for Supplier and Buyer)
Offboarding	<p>The offboarding plan for this Call-Off Contract is:.</p> <p>The Supplier will enable the Buyer to move/export any and all data from the cloud environments at any given moment. The exit strategy should include terms for the recovery of Data by the Supplier, the format and the duration of the cloud environment availability before they are permanently deleted.</p> <p>The Buyer will use the Planon Limited product backup and export facilities to move/export data during any contractual exit notice period. The removal of all data is under the complete control of the Data Controller.</p>
Collaboration agreement	N/A

<p>Limit on Parties' liability</p>	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000 per year.</p> <p>The annual total liability of either Party for all Property Defaults will not exceed £1,000,000.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<p>Insurance</p>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • Professional Indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This Professional Indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law); and • Employers' Liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Provision of access to personnel to advise the Supplier during the planning, configuration and implementation phases. • Payment of the Charges and fulfilment of all other responsibilities as set forth in this Call-Off Contract.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes a Cabinet Office Laptop.</p> <p>All Cabinet Office data can only be accessed on Cabinet Office IT equipment.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>Amazon Web Services (Cloud Hosting) MongoDB (Data Analytics reporting)</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS .
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<p>Payment profile</p>	<p>The payment profile for this Call-Off Contract is as follows:</p> <ol style="list-style-type: none"> 1. The one-off Perpetual Licence fee is payable on the Call-Off Contract start and payable 30 working days after the receipt of invoice. 2. The costs of Cloud Services will be paid upfront, as billed by the Supplier, payable after 30 working days after receipt of invoice. These shall be prorated for the days remaining in the financial year ending on 31st March. 3. The Annual Maintenance Charge (AMC), Rest API and Data Analytics are to be billed upon commencement of the Call-Off Contract, and thereafter annually on the anniversary of the CallOff Contract start date (these also have 30 working day payment terms). These shall be prorated for the days remaining in a financial year ending on 31st March. For the payment thereafter, these will be billed in April of each year, for full years, to coincide with financial years.
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	<ol style="list-style-type: none"> 4. All Professional Services work is billed after achieving milestone events set out below. These will be payable on the same 30 day payment terms. <p>The milestone events are successful completion of following three stages:</p> <ol style="list-style-type: none"> 1. Completion of Project Initiation Document (PID) (Initiate stage of AIM) 2. Completion of specification (Specify stage of AIM) 3. Successful test of end-to-end system using dummy data <p>The milestone payments will consist of all Professional Services time and resources used in the delivery of achieving the milestones. The success criteria for achieving the milestones will be formally documented in more detail in the PID.</p> <p>Any additional resources for Professional Services that are required above the estimate will be agreed by the Supplier with the Buyer in advance. These will be billed on a monthly basis, with the 30 day payment terms, using the same day rates.</p>
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<p>Invoice details</p>	<p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique Purchase Order (PO) Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>Payment for Professional Services can only be made following satisfactory delivery of pre-agreed deliverables and, if applicable, any certified products. The certified product and/or deliverables must be defined in the Project Initiation Document (PID) to provide clarity and facilitate a signed agreement of the PID.</p> <p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p>
<p>Who and where to send invoices to</p>	<p>Invoices will be sent electronically to:</p> <p>APinvoices-CAB-U@gov.sscl.com</p> <p>or by post to:</p> <p>Newport SSCL Cabinet Office PO Box 405 Newport NP10 8FZ</p>
	<p>between 09:00-17:00 Monday to Friday. An electronic copy of the invoice must also be sent to:</p> <p>Redacted Under FOIA Section 40, Personal Information</p> <p>If you have a query regarding an outstanding payment, please contact our Accounts Payable section via either of the aforementioned contact methods.</p>

<p>Invoice information required</p>	<p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.</p>
<p>Invoice frequency</p>	<p>The Supplier will issue electronic invoices to the Buyer monthly in arrears.</p>
<p>Call-Off Contract value</p>	<p>The total value of this Call-Off Contract is £1,180,417.00 excluding VAT which is inclusive of all Extension options.</p>
<p>Call-Off Contract charges</p>	<p>The breakdown of the Charges is as follows:</p> <p>Year 1: £627,617.00 excluding VAT</p> <p>Year 2 (includes optional one-time payment of £50k for 25 concurrent user licences and a 22% AMC on those plus Premium Support SLA): £217,600.00 excluding VAT</p> <p>Year 3: £167,600.00 (includes AMC on 25 concurrent user licences plus optional Premium Support SLA) excluding VAT</p> <p>Year 4: £167,600.00 (includes AMC on 25 concurrent user licences plus optional Premium Support SLA) excluding VAT</p> <p>Total: £1,180,417.00 excluding VAT</p>

Additional Buyer terms

Performance of the Service

This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:

The Buyer and Supplier will align delivery of the project in line with the embedded delivery plan below which will tie into the InSite delivery plan found in Schedule 1: Services.

The Buyer and Supplier will make use of the “Planon Accelerator Implementation Methodology” as can be seen in the diagram below. and will include any Buyer specific delivery requirements defined in the PID to control the delivery timeline against this plan, ensuring resource requirements, workshops, specification reviews and testing resources are aligned to ensure the timeline is met.

Planon Accelerator Implementation Methodology - AIM



If there are any changes to the delivery plan, this must be documented in the Project Initiation Document and approved by Buyer and Supplier, and/or the Change Control process, which will document the change and impact this may have in resource requirements, budget, timeline, configuration or any other process as a result of the change. The Change Control process and changes must be approved in writing by authorised personnel (usually Project Manager or Senior Sponsor and clearly defined in the PID) in order to proceed.

<p>Guarantee</p>	<p>This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.</p> <p>N/A</p>
<p>Warranties, representations</p>	<p>In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that:</p> <p>N/A</p>
<p>Supplemental requirements in addition to the Call-Off terms</p>	<p>Within the scope of the Call-Off Contract, the Supplier will align to the following supplemental requirements:</p> <p>Schedule 8 Security Management Schedule (Developer)</p> <p>Planon Limited Software & Services Agreement</p>
<p>Alternative clauses</p>	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>N/A</p>
<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<p>Within the scope of the Call-Off Contract, the Supplier will adhere to the following Buyer specific amendment/refinements:</p> <p>N/A</p>

Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
Intellectual Property	The Buyer will own the configuration of the software and customised software, and own the rights to the Perpetual software. The Buyer will always own the data as they are classified as the Data Controller.
Social Value	<p>The Supplier will align with Buyer published policy objectives to meet its Net Zero and Reduction Carbon targets and so the Supplier should consider environmental sustainability across all aspects of contract implementation. Requirements include, but are not limited to:</p> <ul style="list-style-type: none"> ● Savings in CO₂ emissions achieved through decarbonisation of processes and operations above a relevant baseline as a result of digitalisation initiatives; ● Support of environmental protection and improvement through the delivery of the Call-Off Contract; ● Compliance with the Modern Slavery Act 2015; and ● 50 hours of local community support, such as volunteering and community led initiatives annually.

1. Formation of contract

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

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

Signed	Supplier	Buyer
Name	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information
Title	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information
Signature	Redacted Under FOIA Section 40, Personal Information	Redacted Under FOIA Section 40, Personal Information
Date	30/06/23	30/06/23

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

Customer Benefits

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

[G-Cloud 13 Customer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)

- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

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

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

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

5. Due diligence

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

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party

5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on their own due diligence

6. Business continuity and disaster recovery

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

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.

7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.

- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoices under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any non-payment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
- 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

- 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
- 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.
- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
 - 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 The Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under incorporated Framework Agreement clause 34. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

11. Intellectual Property Rights

- 11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.
- 11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.
- 11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:
- 11.3.1 any relevant Subcontractor has entered into a confidentiality undertaking with the Supplier on substantially the same terms as set out in Framework Agreement clause 34 (Confidentiality); and
- 11.3.2 the Supplier shall not and shall procure that any relevant Sub-Contractor shall not, without the Buyer's written consent, use the licensed materials for any other purpose or for the benefit of any person other than the Buyer.
- 11.4 The Supplier grants to the Buyer the licence taken from its Supplier Terms which licence shall, as a minimum, grant the Buyer a non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Supplier's or its relevant licensor's IPR solely to the extent necessary to access and use the Services in accordance with this Call-Off Contract.
- 11.5 Subject to the limitation in Clause 24.3, the Buyer shall:
- 11.5.1 defend the Supplier, its Affiliates and licensors from and against any third-party claim:
- (a) alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
 - (b) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
 - (c) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

11.9 If the Supplier does not comply with this clause 11, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.cpni.gov.uk/content/adopt-riskmanagementapproach> 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/technologycode-of-practice/technology-code-of-practice>

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles> 13.6.6

Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/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. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.

16.6 Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance:

<https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.

17. Guarantee

17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable

steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied 18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)
- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

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

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

21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls

process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:

21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

21.6.3 there is no vendor lock-in to the Supplier's Service at exit

21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice

21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.

21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:

21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier

21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer

21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier

21.8.4 the testing and assurance strategy for exported Buyer Data

21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 30 consecutive days, the other Party may End this Call-Off Contract with immediate effect by written notice.

24. Liability

24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).

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

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

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

24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).

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

25. Premises

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

26. Equipment

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.

29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

- 29.2.1 the activities they perform
- 29.2.2 age
- 29.2.3 start date
- 29.2.4 place of work
- 29.2.5 notice period
- 29.2.6 redundancy payment entitlement
- 29.2.7 salary, benefits and pension entitlements
- 29.2.8 employment status
- 29.2.9 identity of employer
- 29.2.10 working arrangements
- 29.2.11 outstanding liabilities
- 29.2.12 sickness absence
- 29.2.13 copies of all relevant employment contracts and related documents
- 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.

- 29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless

reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

29.4 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.

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

29.5.1 its failure to comply with the provisions of this clause

29.5.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer

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

29.7 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.

31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:

31.2.1 work proactively and in good faith with each of the Buyer's contractors

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

32. Variation process

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

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK GDPR templates which are required to be completed in accordance with clause 28 are reproduced in this Call-Off Contract document at Schedule 7.

Schedule 1: Services

The G-Cloud Services the Supplier is capable of providing through the Platform and which will be provided to the Buyer under Lot 2 Cloud Software are as per Framework Schedule 4 and outlined below:

Scope of supply

The solution provision for this Call-Off Contract is mirrored from the clarification questionnaire and supplier demonstration undertaken within the process. As confirmed by the Supplier, the requirements are met by the following:

Planon Accelerator software comprising of the following modules,

- Real Estate Management, consisting of the modules:
 - Portfolio Management
 - Rentable Unit Management
 - Lease Management
 - Financial Management
 - Transaction Management
- Self-Service
- Reporting / Dashboards / Connect for Analytics

- Any supporting modules and functionality in Real Estate Management utilised as part of the supplier demonstration to meet the Buyer’s requirements.

System capabilities are expressed in a set of functional and non-functional requirements specified in Appendix 1 and 2 below.

Service Level Agreement options

Table 1 is the expected Service Level Agreement (SLA) that the Supplier will provide as part of the terms of this agreement. If the Buyer wishes to purchase an enhanced SLA then this can be provided by the Supplier at the agreed rate highlighted in the Service Level Agreement section (Buyer Order Form). The enhanced SLA service will be as described in Table 2 below.

Table 1: Inclusive SLA

INCIDENT URGENCY LEVELS AND SERVICE WINDOWS						
Incident urgency level	Remark	Fulfils all criteria below:	Response time	Start Diagnosis	Start Diagnosis 24 x 7 hours	Start Resolution (full or limited support)
Level 1 / Standstill / P1	The highest urgency level; only assigned in very exceptional circumstances; to be reported by phone.	The Software is seriously disrupted, with the majority of workstations using the Software are down	15 minutes	15 minutes	15 minutes	Within 4 hours
		There is limited functionality of the Software, rendering Customer incapable of fulfilling important internal needs in the short term				
		The Support Desk is unable to offer a workaround (or partial workaround) to resolve the problem completely or partially within 1 business day				
Level 2 / Urgent / P2	A midlevel degree of urgency	The Software is disrupted at a level to cause inconvenience on a number of workstations but not all workstations	4 hours	2 business days	15 minutes	Within 5 business days
		There is partial limited functionality of the Software, but the Customer is still able to fulfil its own needs, and/or Support Desk is able to offer a workaround (or partial workaround) to resolve the problem completely or partially within 3 business days				
Level 3 / Minor / P3	All Incidents that do not qualify as Level 1/Standstill or Level 2/Urgent		1 business day	5 business days	5 business days	80% within 3 months

Table 2: Enhanced SLA

INCIDENT URGENCY LEVELS AND SERVICE WINDOWS PREMIUM SUPPORT							
Incident level	urgency	Remark	Fulfills all criteria below:	Response time	Resolution %	Resolution time	Support Service Credits
Level 1 / STANDSTILL/ P1		The highest degree of urgency; only assigned in very exceptional circumstances; to be reported by phone.	The Software is seriously disrupted, with the majority of workstations down	<15 minutes	90% - 100%	< 5 days	0%
			There is loss of functionality of the Software, rendering the Customer incapable of fulfilling important internal needs in the short term		80% - 89,99%	< 5 days	5%
			The Support Desk is unable to offer a workaround (or partial workaround) to resolve the problem completely or partially within 1 business day		<80%	< 5 days	10%
Level 2 / URGENT / P2			The Software is disrupted at a level to cause inconvenience on a number of workstations but not all workstations	< 4 hours	= /> 80%	< 8 weeks	
			There is partial limited functionality of the Software but the Customer is still able to fulfil its own needs, and/or Support Desk is able to offer a workaround (or partial workaround) to resolve the problem completely or partially within 3 business days				
Level 3 / MINOR / P3		All Incidents that do not qualify as Standstill or Urgent		1 business day	= /> 80%	< 15 weeks	
Level 4 / INFORMATIONAL / LOW / LOW			Customer queries regarding system configuration, system functionality or requests for quotation on new work, e.g training or consulting.	1 business day			

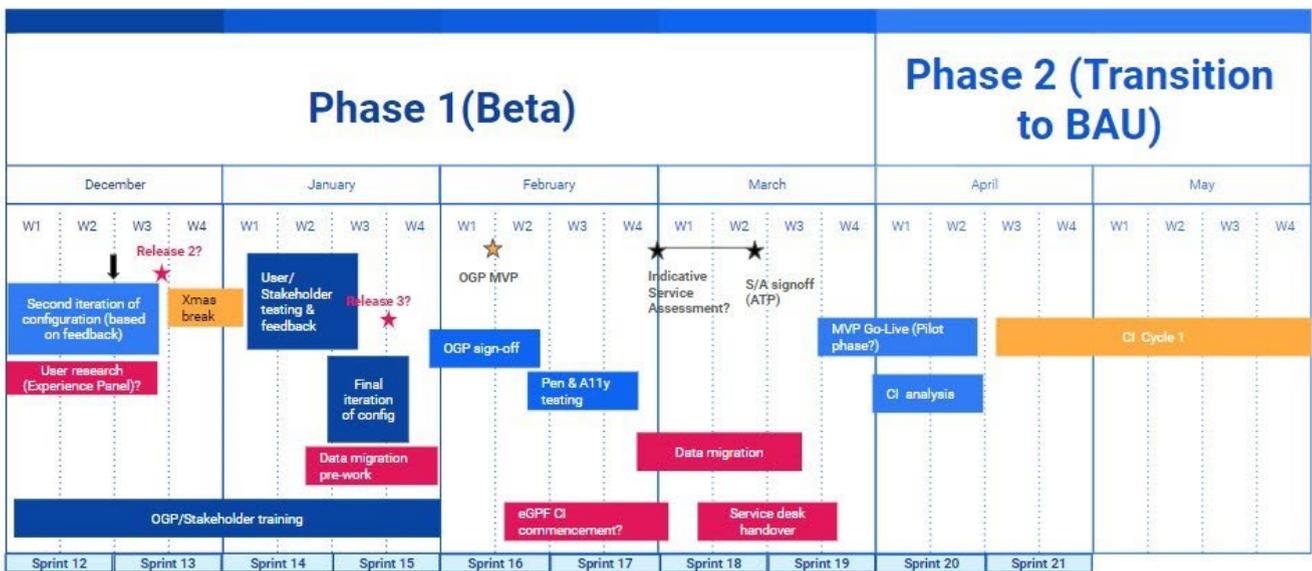
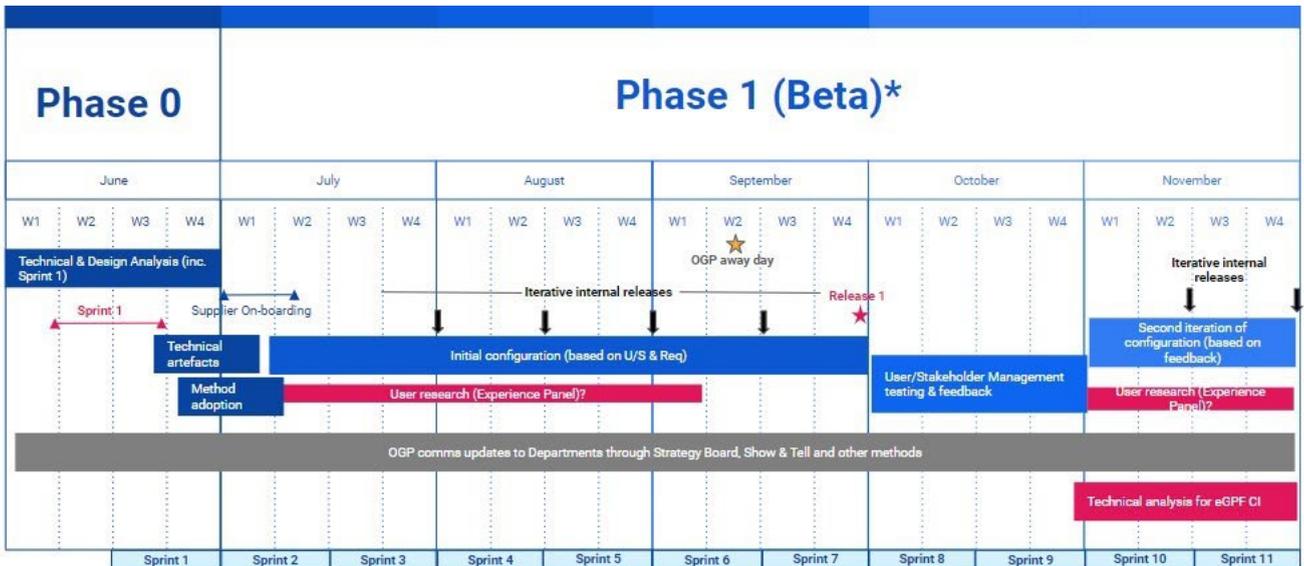
Support Service Credit

For Premium Support, the following applies: In the event that Premium Support has not met the applicable Resolution time during a 12 Months Period, the Buyer will be eligible for a Support Service Credit. A "Support Services Credit" is a credit payment which shall be set off against future payments due by Buyer for Maintenance and Support (M&S) including Premium Support and shall be calculated on the fees paid by Customer for the 12 Months Period of the M&S including Premium Support in which the Premium Support have not met the applicable Resolution time, or, if there are no future fees for M&S including Premium Support due, shall be paid by the Supplier to the Buyer within 60 days after the end of the relevant M&S including Premium Support period. A Support Services Credit will be calculated as follows:

- i) if the applicable average Resolution time for Standstill Incidents is between the range of 80% - 89.99% within 5 days, a Support Services Credit equal to 5% of the fee for M&S including Premium Support for a 12 Months Period applies and,
- ii) if the applicable average Resolution time falls below 80% within 5 days, a Support Services Credit equal to 10% of the fee for M&S including Premium Support for a 12 Months Period applies. To receive a Support Service Credit, the Customer Application Manager submits a claim in writing to the Support Desk with at least the dates and times the Premium Support has not met the applicable Resolution time that the Buyer claims. The foregoing shall be the Supplier's sole obligation and Buyer's sole and exclusive remedy for any nonperformance, or other failure by the Supplier in providing the M&S including Premium Support.

Project delivery

The plan for delivery will encompass three main iterations of releases to tie into our need to ensure adequate stakeholder and user feedback iterations for any CDDO/HMG Service Assessments that may take place. As such our roadmap illustrated below will form the base of the low level delivery plan which will incorporate Planon's AIM Methodology into HMG Service Standard project methodology.



Appendix 1

4.1	Input		
4.1.1	The solution must enable all parts of the solution to be accessible via a single landing page / URL via a single log-in mechanism.	As-Is solution today	Planon have a single landing page / URL via a single log-in mechanism. In the information the user see's after login, depends upon their permissions within the systems. Permissions in Planon can control user access down to field level.
4.1.2	The solution must enable users to download an upload template and upload data via that template through the GUI	As-Is solution today	The GUI in Planon supports both upload and download, and includes templates exactly matching the system configuration.

4.1.3	The solution must provide a user an intuitive GUI for the input / ingestion of property records including:	As-Is solution today	The Planon GUI is very intuitive, with the screen broken down into 3 primary sections: - Section 1 (left of the screen) - The SELECTION, this could be a property or document for example - Section 2 - (Middle of the screen) - The DATA, this is information displayed about the selection. This could be the property location and image for example - Section 3- (Right of the screen) - The ACTION, this is the action you would like to perform against the selection. This could be to save the record, update or archive for example. This left to right approach mirrors the typical way people read and therefore is the most intuitive way to design the system, based upon testing and feedback. See the screenshot in column I for an example.
4.1.3.1	1) Manual data entry per individual record via user GUI	As-Is solution today	Authorised users can manually add data via the user GUI
4.1.3.2	2) Bulk upload using predefined .csv template via user GUI	As-Is solution today	Planon will configure the system using no-code system administration tools to match the c.100 data fields required by the OGP. Many of these fields are standard in Planon, others will be configured from the library of 'free-fields'. Based upon this configuration, we will create a CSV template file to import the 300k+ property records into the system. OGP will be trained on how to complete this activity, to ensure OGP have the skills internally to adjust the system and data requirements as they change over time.
4.1.3.3	3) A mechanism to support the upload of reference & master data	As-Is solution today	Both reference and master data can be imported in bulk and / or manually adjusted.
4.1.4	The solution must allow different government bodies and or departments to share data with OGP database via an API.	As-Is solution today	Planon has a full suite of API's for all core system modules that can be used by different government bodies and/or departments.
4.1.5	The solution must use the Ordnance Survey 'Addressbase' dataset to create core records using the GUI entry method. End users must be able to access, search for, and select the correct Addressbase record to populate a new property record via the GUI.	As-Is solution with some bespoke elements	A business rule would be required to connect Planon and specific fields to the Ordnance Survey 'Addressbase' dataset to create core records using the GUI entry method.

4.1.6	The solution must use polygon vector data from third-party sources to enable users to access, search for, and select the correct record to populate a new property record via the GUI.	As-Is solution with some bespoke elements that require 3rd party support	<p>Planon has some native mapping functionality, but it is assumed a 3rd party system (such as Esri's ArcGIS solution) would be needed to address some of the mapping requirements within the RFI. Standard mapping functionality in Planon includes:</p> <ul style="list-style-type: none"> - Ability to link to 3rd party solutions, such as GoogleMaps (URL link that opens app in a new window) - An app that supported the viewing of a property in GoogleMaps within the Planon user interface - <p>https://planonsoftware.com/uk/marketplace/usegoogle-maps-functionality-in-planon/with-an-overlay-of-Planon-information-within-GoogleMaps</p> <ul style="list-style-type: none"> - Ability to reference a GPS co-ordinates - Ability link images of locations - Ability to link files that contain map data <p>Planon have a partnership and standard connector with Esri's ArcGIS that supports embedded mapping functionality available within the Planon system. Planon's approach to functionality, not typically native in IWMS systems such as Planon, is to partner with industry leading software solutions. This includes a network of partners addressing functionality such as GIS mapping, sensor hardware and wayfinding. Esri answered this question as follows: <i>Searching, querying and selecting GIS data is in fact standard functionality. Vector data from third parties can be read into ArcGIS and queried therein. Depends on what format vector data. Sometimes something may need to be converted first. Here is information about which standards ArcGIS supports for vector data: https://www.esri.com/enus/arcgis/open-vision/initiatives/standardsspecifications "populate a new property record" is to create a new object. This is possible in the common vector formats, but is more limited than reading vector formats.</i></p>
4.1.7	The solution must provide the ability to create & amend spatial vector data (forming part of property records) in several ways:	As-Is solution with some bespoke elements that require 3rd party support	<p>Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>You can edit vector data in ArcGIS, in fact also standard functionality. The question is what they mean by "in several ways", but that is described in points 1 to 5</i></p>
4.1.7.1	1) Point vector geometries created from tabular coordinates held in the property record	As-Is solution with some bespoke elements that require 3rd party support	<p>Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>You can create points based on a table of coordinates. See again here https://www.esri.com/enus/arcgis/open-vision/initiatives/standardsspecifications and "Tabular files"</i></p>

4.1.7.2	2) Geographic boundaries via the GUI, as type vector polygon against an Ordnance Survey 1:1250 scale basemap (in order for appropriate accuracy of data capture)	As-Is solution with some bespoke elements that require 3rd party support	Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>There is no snapping possible on a basemap.</i>
4.1.7.3	3) Deriving locations and spatial vector data from geographic identifiers in tabular field data s, against OS Addressbase, HMLR Title polygons and Ordnance Survey Code-Point / ONS Postcode Directory.	As-Is solution with some bespoke elements that require 3rd party support	Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>HMLR = Country Registry INSPIRE. See https://www.arcgis.com/apps/OnePane/basicviewer/index.html?appid=3e7cfe005c454d0c8a41b98c3956db4f</i> <i>geocoding. OS Addressbase provides XY coordinates, so we should be able to do something with this. Maybe not with the standard geocoder, but we think it can be configured quickly for this.</i>
4.1.7.4	4) Using points derived from OS Addressbase and HMLR polygons as a reference dataset and template, selectable from a map base	As-Is solution with some bespoke elements that require 3rd party support	Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>We need more specifications on this request. At the moment it is not clear what the question is.</i>
4.1.7.5	5) Upload of polygon vector file	As-Is solution with some bespoke elements that require 3rd party support	Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>Standard functionality</i>
4.1.8	The solution must use an automated quality control gateway to restrict users from adding records to the live database until all mandatory fields are populated	As-Is solution today	OGP can define which fields are mandatory and which are optional within the system. Unless all mandatory fields are populated, the system will not allow the users to save the record. Different fields can be mandatory at different stages of the workflow.

4.1.9	The solution must highlight issues about data quality / validation or successful process via an interactive, user focused mechanism.	As-Is solution today	<p>The system has default data quality messages. These differ according to the type of field and error. Examples include:</p> <ul style="list-style-type: none"> - Mandatory data is missing - Unique identity data is not unique - The value in the field is not in the correct format <p>See screenshots for examples</p> <p>The error messages are clear and pop-up to the user upon save. In addition, the system can include Help text against each field, providing a narrative that can be followed by a system user.</p>
4.1.10	The solution should support autosaving partly completed draft records without committing to the live database, allowing users to reload and complete at a later date	As-Is solution today	<p>We would recommend using Planon's workflow tools to support this process. Using this functionality a user can start, edit and reload data until they are ready to submit the data. This submission is completed by updating the status to "Submitted, ready for review", for example. The status update can trigger automated notification to the next stakeholder involved in the process. The workflow and status names are fully configurable in the system, using our no-code approach to system administration.</p>

4.2	Data Management		
4.2.1	The solution must allow all users with the functional ability to update / edit property records they have created after creation. This includes below criteria	As-Is solution today	Authorised users can update / edit property records after creation.
4.2.1.1	1) tabular data	As-Is solution today	
4.2.1.2	2) spatial vector data	As-Is solution today	
4.2.1.3	3) record archiving	As-Is solution today	Only users with the correct permission can archive data.

4.2.2	The solution must hold data according to the Government Property Data Standard.	As-Is solution today	The system will be configured using our nocode approach to System Administration to hold data according to the Government Property Data Standard.
4.2.3	The solution must perform validation rules for input and editing of data to ensure data quality. The scope of business rules determining the validation rules include, but are not limited to:	As-Is solution today	Please see our responses below.
4.2.3.1	1) Regular expression checks on data input across all input methods including e.g. data types across against metrics, correct address formats, expiry date logic, £ cost estimates and area measurements within defined thresholds, location coordinates within specific bounds, and null entry	As-Is solution with some bespoke elements	Planon includes standard checks on the quality of data against each field. Business Rules may be required for some elements of the question: <ul style="list-style-type: none"> - Correct address formats - Integration via a Business Rule with the Ordnance Survey 'Addressbase' will ensure data accuracy. - Expiry date logic - We would need to understand what logic is required, a business rule may be required. - Cost estimates - We would need to understand what logic is required, a business rule may be required. - Area measurements - We would need to understand what logic is required, a business rule may be required.
4.2.3.2	2) Duplicate record identification	As-Is solution today	Each record is assigned a unique code. Duplicate record codes are not supported.
4.2.3.3	3) Identification of dependent field entry and associated logic / referential integrity between database objects including many-to-many relationships	As-Is solution today	Associated logic and referential integrity, exists for many core fields within the system.
4.2.3.4	4) Field verification against lookups	As-Is solution with some bespoke elements	We recommend using lookups where possible to aid with data entry and accuracy. Only valid entries against a lookup can be saved.

4.2.4	The solution must support certain null data fields to be imputed with relevant data based on the provision of other data fields and look-up tables (e.g.third-party datasets including OS address data and HM Land Registry (HMLR) titles). For the purposes of data completeness and quality	As-Is solution with some bespoke elements	Planon is an Open Platform and as such, supports certain null data fields to be imputed with relevant data based on the provision of other data fields and look-up tables.
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4.2.5	The solution must be able to identify records based upon field data and defined business logic, including timebased rules. The solution must implement automated record updates based on these rules for inbuilt reports, such as a report on surplus land (called a 'register of surplus public sector land'); to regularly publish records to data.gov.uk suitable for public access	As-Is solution with some bespoke elements	<p><i>The solution must be able to identify records based upon field data and defined business logic, including time-based rules</i> - Any data fields detailed in the system, including time based date fields, can be used when searching and filtering. A combination of fields can be used, along with operators (<,>, between, contains a value, etc)</p> <p><i>The solution must implement automated record updates based on these rules for inbuilt reports, such as a report on surplus land (called a 'register of surplus public sector land');</i> to regularly publish records to <i>data.gov.uk suitable for public access</i> - Further clarification may be required to answer this question fully. We recommend using Planon's 'Connect for Analytics' solution to connect Planon data to existing Business Intelligence (BI) tools such as MS PowerBI. The advantage of such a tool is the easy report creation, the ability to combine data from multiple 3rd party systems into a single report, what data should be included in the report (surplus land only) and to schedule when the report should be published. Another open would be to use Planon's API to filter specific data (surplus land) and integrate this data with the source of information viewed on data.gov.uk</p>
4.2.6	The solution must enable certain data to only be accessed by specific users within the system. The solution must limit a combination of record-and field level access based on flags recorded within the data, group membership assigned to user accounts, and associated business logic	As-Is solution today	Planon's authorisation model is granular and robust, ensuring authorisations can be controlled down to field level. This might be based upon a combination of data fields linked to the permissions defined as a user group level. A single user can reside in one or more user groups.

4.2.7	The solution must store and display locations across the United Kingdom and international locations	As-Is solution today	Planon is a global company and many of our clients store and display locations throughout the world in a single integrated platform.
4.2.8	The solution must allow users to add location information in various Coordinate Reference Systems (CRS) depending on the data CRS at source and transform data to a standard CRS using automated functions based on the UK Geospatial Data Standards Register transformation methods	As-Is solution with some bespoke elements that require 3rd party support	<p>Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement.</p> <p>Esri answered this question as follows:</p> <p><i>Multiple coordinate systems are supported by ArcGIS. These coordinate systems are supported in ArcGIS Pro:</i> https://pro.arcgis.com/en/pro-app/latest/help/mapping/properties/coordinatesystems-and-projections.htm</p>

			<p>UK Geospatial Data Standard Register:</p> <p>https://www.gov.uk/government/publications/uk-geospatial-data-standards-register/nationalgeospatial-data-standards-register</p>
4.2.9.1	The solution should allow for the design and implementation of an approval workflow that is able to route a record to one or more people for their approval or rejection.	As-Is solution today	Planon includes an integrated graphical workflow tool that can include multiple levels of approval. The workflow and the level of approval can be defined by OGP and configured by Planon during the implementation phase of the project. OGP will be trained on how to adjust the workflows as needed over time using no-code configuration tools.
4.2.9.2	Users should be able to apply a predefined decision and add supporting comments before the selection is recorded.	As-Is solution today	Fully supported
4.2.9.3	The systems should be able to connect to a user directory for the selection of approvers.	As-Is solution today	The user directory is typically populated and maintained through an integration with Active Directory / HR system

4.2.9.4	Reminders or notifications in the form of email and in app communications should alert the recipient of a pending action.	As-Is solution today	Planon offer both automated email and / or in system communications. These can trigger on all core fields within the system.
4.2.9.5	If there is no response for a specified period of time then there should be an escalation to a nominated user	As-Is solution today	Alerts in Planon support escalation. If an action is not performed within a period of time, this can escalate to additional user(s).
4.2.9.6	Worklist to approve user changes of the data record changes by a Supervisor. Enable 4 eye checks on the changes	As-Is solution today	The Planon system can be configured to include 4 eyes processes for approval.
4.2.9.7	Worklist to department users on the upcoming expiry of key compliance data points such as EPC Expiry,DEC Expiry,BREEAM expiry	As-Is solution today	Alerts can be configured in the system, based upon upcoming key compliance data points. For example, the EPC certificate for Property A is due to expire in the next 30 days.
4.2.9.8	The wordlist should be updated by a daily overnight batch which would monitor compliance data points and	As-Is solution today	Planon's Alerting tool can scan the database up to every 5 minutes if required. Overnight routines are supported if preferred.

	ensure Inside data is evergreen and relevant		
4.3	System Management		
4.3.1	The solution must be able to support 2,000 users, from government and wider public sector organisations, with an average of ~30-100 daily logins, ~approx. 50 concurrent users across the entire user group	As-Is solution today	Planon is a scalable enterprise level environment. We have many clients with over 10,000 system users. A good example being the University sector, who often open their system up to 1000's of staff and students, accessing Planon on a daily basis. OGP requirements are well within scale of the platform.
4.3.2	The solution must support ~200,000 annual database events as minimum.	As-Is solution today	A large global oil and gas company processes over 1M database events in the system on an annual basis. OGP requirements are well within scale of the platform.

4.3.3	The solution must allow for growth in the number of users and activity.	As-Is solution today	<p>Planon is scalable and can scale to expand in the numbers of users and activities performed in the system. Additional licencing for users can be delivered within 24 hours of signed order. Activity volumes are not restricted in Planon.</p> <p>Planon is a full IWMS platform and activities can be easily expanded into other modules that can be used by OGP in the future that are not in your current requirements. Examples could be: Maintenance, room and desk booking, move management, lease management, fleet management, IFRS16 reporting and ESG analysis and reporting.</p>
4.3.4	The solution must support user account self-registration at a single location (URL).	As-Is solution with some bespoke elements	This solution is supported in Planon - the process includes creation of a workflow to enable users to request access rights, whereupon a system administrator will review, approve and provide user access username and password credentials and assign to an authorisations group to control access rights and privileges.
4.3.5	<p>The solution must have the capability to require any new user to be approved by:</p> <ol style="list-style-type: none"> 1. a responsible person in their department / user group (with a relevant role), and/ or 2. an OGP administrator, before accessing the platform 	As-Is solution with some bespoke elements	In line with the answer above, a full approvals audit trail can be included in the workflow for enabling users to request access rights.

4.3.6	The solution must support user selfservice change and reset of password.	As-Is solution today	<p>Typically, users will integrate with Active Directory / an HR system to maintain the list of system users and access to the Planon system is controlled via single-sign-on. Planon Cloud supports Single Sign On (SSO) based on SAML2, a process that allows users to authenticate themselves against an external customer side Identity Provider (IdP) rather than obtaining and using a separate user name and password handled by Planon Cloud</p> <p>In line with the answer to users requesting access, the system administrator can set a period for temporary and permanent passwords that require updating in the platform.</p>
4.3.7	The solution must allow users the ability to close or deactivate their account.	As-Is solution today	Via Self Service, a user can add an end date to their account, ultimately ending their access to the system. As stated in response to 4.3.6, most Planon clients use AD / the HR system to close a users account which triggers the automatic ending of the user account in Planon via the API integration.
4.3.8	The solution should automate the deactivation of inactive users after a set period of time, based on last login	As-Is solution with some bespoke elements	This is not standard, but can be configured within the system using a Business Rule.

4.3.9	The solution must support privacy notices and Terms of Use must be issued to and signed by users at the point of signing up to the system, or when policies are amended	As-Is solution with some bespoke elements	Privacy notices and Terms of Use can be emailed by the system automatically once the request for an account has been approved. It is very uncommon for Planon to lead the account creation process. This is typically mastered in dedicated system such as HR systems or Active Directory.
4.3.10	The solution must provide Terms of Use easily accessible at any future point from within the solution interface.	As-Is solution today	This could be available for download via the Self Service Portal.

4.3.11	The solution should allow OGP administrators to view and export lists of users registered on the application in a tabular format for oversight purposes	As-Is solution today	Personnel and Account data can be filtered and exported in Planon in CSV, HTML, Excel and PDF format.
4.3.12	The solution must provide a streamlined process to update third-party contextual data, that has been identified within the solution (i.e. Addressbase).	As-Is solution today	Please provide more clarity to allow us to answer the question fully.
4.3.13	The solution should provide a mechanicsm for setting up multi-factor authentication (sign in, forgotten password and setting up MFA itself)	As-Is solution with some bespoke elements	Planon does not support MFA natively. We recommend user accounts, password resets and MFA is managed within the AD authorisation process (or similar). If users want to access Planon, the AD driven SSO process can ask for MFA before access to the system is granted. This is commonly conducted using azure B2B external identities management or similar.
4.3.14	The solution should be able to connect to an OGP user access management solution where available to allow OGP administrators to enable / revoke access.	As-Is solution with some bespoke elements	This would be our recommended approach.
4.3.15	Enhanced access should be made available for the OGP 1st tier support team to be able to resolve end user issues such as; password resets, support user registration etc.	As-Is solution today	The OGP 1st tier support team can be granted System Administration access to the system.

4.3.16	The solution must provide logs for auditing purposes, including, but not limited to:	As-Is solution today	
4.3.16.1	1) Raised exceptions and error log	As-Is solution today	Fully supported
4.3.16.2	2) User data events (duration, time and date, creation, update, archive, bulk upload submission, API requests (all APIs)) User notifications (email, other where relevant)	As-Is solution today	Full details are here - https://webhelp.planoncloud.com/en/index.html#page/Environment%20Management%20Gadget/r_log_file_contents.html#
4.3.16.3	3) Data updates change history, including automated functions	As-Is solution today	Fully supported
4.3.16.4	4) Database changes (schema, logic, size, disc space with warnings if relevant)	As-Is solution today	Full details are here - https://webhelp.planoncloud.com/en/index.html

			#page/Environment%20Management%20Gadget/r_log_file_contents.html#
4.3.16.5	5) User activity reporting: User account creation and deletion, privileges, login times and duration, type of activity (view, search, download by individual)	As-Is solution today	Full details are here - https://webhelp.planoncloud.com/en/index.html#page/Environment%20Management%20Gadget/r_log_file_contents.html#
4.3.17	The solution must have the ability to retain all personal data covered by The Data Protection Act 2018 for a period of 25 years within the UK region if cloudbased. User information must not be retained beyond a year of the account being closed, and the solution must remove this information after this point for the purposes of The Data Protection Act 2018.	As-Is solution today	Fully supported

4.4	Output		
4.4.1	The solution must allow a user-friendly method for users to create select queries of property records based on selected relevant fields in the data and view the results	As-Is solution today	Select criteria can include multiple field AND / OR filters and operators (<, >, contains a value, etc). These select queries can be used once only or saved for future use.
4.4.2	The solution must provide the ability to search for an individual property based on selected relevant fields in the data	As-Is solution today	All data fields can be included in searches.
4.4.3	The solution must allow users to view records in tabular format, including the full metrics as defined in the data standard for each record	As-Is solution today	All data can be included within the integrated tabular report writer. In addition, the data filtered and be exported into CSV, HTML, PDF and MS Excel formats.
4.4.4	The solution must allow users to view records geographically - on an interactive map-base and return relevant metrics allowing the selection and viewing of multiple records simultaneously in a single browser view	As-Is solution today	Please see our response to 4.1.6 for details of our standard mapping functionality and our 3rd party approach to addressing this requirement. Esri answered this question as follows: <i>Standard functionality</i>
4.4.5	The solution must enable users or applications to export data from the system, limited to data field information, via:	As-Is solution today	

4.4.5.1	1) CSV	As-Is solution today	
4.4.5.2	2) API (e.g: RESTful. Should only access 'public' data not 'official' or 'classified')	As-Is solution today	

4.4.5.3	3) Web Feature Service (WFS)	As-Is solution today	
4.4.5.4	4) Protocols for batch transfer (ftp, sftp, connect direct)	As-Is solution today	
4.4.6	The solution must allow OGP administrators to be able to send ad hoc notifications to all or targeted users via email for the purposes of e.g. planned downtime, system announcements, function changes	As-Is solution today	Fully supported
4.4.7	The solution must automatically notify users when any of their records require clerical review. The review is determined by end-dates contained within the property records themselves. The notification shall be:	As-Is solution today	
4.4.7.1	1) Via email as minimum	As-Is solution today	Fully supported
4.4.7.2	2) GUI alert	As-Is solution today	Fully supported
4.4.8	The solution must notify users, who choose to opt-in to notifications, e.g. when a property record is newly marked as surplus, by e-mail as a minimum, and GUI alert. Field data and business rules shall identify the relevant records.	As-Is solution today	Fully supported

4.4.9	The solution must have the ability for integration with a satellite system: the Government Property Finder (GPF) via a 2-way data feed API (limited ~40 fields, based on field data information and business logic)	As-Is solution with some bespoke elements	An API integration is recommended.
4.4.10	The solution must provide a summary report to easily view current / live data. The scope of metrics includes e.g. totals for number of properties, vacant space area, running costs, £ asset and disposal values, by tenure, primary use and department. In the format:	As-Is solution today	Fully supported
4.4.10.1	1) Pre-defined tables and non-interactive / static charts.	As-Is solution today	Planon has a tabular report writer than can be used to report on the core data and OGP specific data fields added to the system.
4.4.10.2	2) Pre-defined interactive chart and graph visualisation.	As-Is solution today	There are 2 options: - Using Planon's integrated dashboard tools to view this data graphically, with the option to click and drill-through to the raw information behind the dashboard - Through integration with ME PowerBI or similar 3rd party BI tool.
4.4.10.3	3) Downloadable as static files.	As-Is solution today	Download options include: Tabular reports=- CSV, HTML, PDF and MS Excel Dashboards = Raw data downloaded into CSV PowerBI = Export to CSV / XLS
4.5	Transitional		
4.5.1	A process must be defined to migrate data required to populate the new solution from the legacy system (ePIMS)	As-Is solution today	Historical data from e-PIMS can be migrated into Planon.
4.5.2	Data identified for migration must be mapped to the government property standard to align with the target data model	As-Is solution today	Noted and supported in Planon.

4.5.3	Data identified for migration is to be put through a data remediation process to ensure that it is of acceptable quality	As-Is solution today	Before data is processed in Planon, it is checked for quality. An import log is created detailing any errors. All errors are clearly defined. This will allow authorised users to define the data and re-import as needed.
4.5.4	For the data migrated from the existing solution (e-PIMS), it must be retained for the duration of the related contract	As-Is solution today	Noted.
4.5.5	An initial ~1800 users must be migrated to the solution from the existing ePIMs solution	As-Is solution today	This is fully supported and noted in line with your expectations on concurrent user access requirements.
4.5.6	Code testing must be carried out - UAT / QAT	As-Is solution today	UAT is a core stage within Planon's standard implementation methodology.

Appendix 2

5.1	Team		
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5.1.1	Please name the key team members (up to 5 individuals) and confirm their availability for the entirety of the build phase. Please provide an organogram of the proposed project team.	As-Is solution today	<p>Whilst the personnel mentioned below are not committed to this project until such time as Planon has been notified as preferred bidder and contract negotiations has been concluded, we anticipate that our highly experience Central Government delivery team will be deployed to the delivery of this contract for OGP. All members will be available throughout the build phase - a clear view of your timelines and engagement with our Head of UK Services will secure resources and commitments from Planon.</p> <p>Julia Aldington-Hunt - UK Head of Services</p> <p>Caroline Doyle - Senior Project Manager</p> <p>Ian Henderson - Senior Consultant</p> <p>Gavin Lindfield - Functional Consultant</p> <p>Thomas Wallner - Solution Architect</p> <p>Please see column I for an organogram of the proposed project team from both OGP and Planon.</p>
5.1.1.1	Please outline their relevant experience of each team member from similar projects	As-Is solution today	<p>The consultancy team we intend to deploy to OGP all have a minimum of 5 years experience of delivering key configured solutions to Central Government clients in the UK including Real Estate delivery such as required by OGP. The Project Manager we intend to engage for OGP has delivered all of the solutions for Houses of Parliament, Foreign Commonwealth and Development Office and for the Government Property Agency. The UK Head of Services is the</p>
			<p>senior sponsor for all central government delivery projects.</p>

5.1.1.2	Relevant security clearance of each team member	As-Is solution with some bespoke elements that require 3rd party support	All Planon employees are subjected to background checks in line with BPSS standards upon contract commencement. For our Central Government clients it is normal for the project team (including Project Manager, Senior Consultant, Consultants and trainers) to be SC cleared. This process usually takes a number of weeks to complete. Once the Call-Off Contract is signed Planon will share the details of existing SC clearance of the appointed team members and begin the SC clearance process immediately for OGP. I have answered this as requiring 3rd party support as we are reliant on the security clearance process from a third party to complete.
5.2	Availability		
5.2.1	The solution must provide >99.5% availability	As-Is solution today	Planon's contracted availability is 99.5%. The cloud dashboard details our live availability over the last 30 days - https://trust.planoncloud.com
5.2.2	The solution must be highly available, resilient, scalable and supported by a robust disaster recovery (DR) plan.	As-Is solution today	The Planon platform is designed to be scalable with no limits to capacity in terms of number of users (named or concurrent) or transactions managed on the platform. As an example, one of our largest global clients provides access to approximately 150,000 employees, 800 back-office users, and 3,500 mobile technicians in the Planon system without issue, all for a number of years whilst scaling on the functionality Planon offers. Further to this, Planon has established an internal policy and procedures specific to disaster recovery and business continuity plans. The policy is externally audited as part of our ISO27001 compliance. All of our information security management plans and procedures are externally reviewed annually. We test our disaster recovery plan every six months.

5.2.3	Supplier must provide failover to a secondary data centre, if the solution is hosted on a private data centre. High availability cloud architecture preferred.	As-Is solution today	<p>Yes, Planon is hosted on Amazon Web Services (AWS) and a secondary/failover site is provided in the same region as the main deployment. AWS uses the concept of a Region, which is a physical location around the world where data centres are clustered. Each group of logical data centres is called an Availability Zone. Each AWS Region consists of multiple, isolated, and physically separate Availability Zones within a geographic area. Each Availability Zone has independent power, cooling, and physical security and is connected via redundant, ultra-low-latency networks. All traffic between Availability Zones is encrypted. The network performance is sufficient to accomplish synchronous replication between Availability Zones. An image has been provided, please also see the following link to show our cloud deployment architecture: https://suppconf.planonsoftware.com/#page/Planon%20Live/c_deployment_overview_PL_cloud.html#</p> <p>The service includes high availability cloud architecture.</p> <p>Please note that within our contract and Data Processing Addendum, Planon will confirm the Data Controller, Data Processor and sub-processors. Planon is unable to move to another region in our cloud hosting provider without OGP written permission.</p>
5.2.4	The solution must meet government accessibility requirements, including but not limited to, level AA of the Web Content Accessibility Guidelines (WCAG 2.1): perceivable, operable, understandable and robust	As-Is solution today	<p>Planon is fully compliant with WCAG 2.1 Level AA guidelines, please see our accessibility statement in our trust centre: https://planonsoftware.com/uk/trustcenter/accessibility-statement/</p>

5.2.5	The solution must be operable from laptop and desktop interfaces and display non-spatial reporting elements on mobile	As-Is solution today	Planon includes 3 methods for reporting. The following devices are supported: - Tabular reports - Tablet
	and tablet interfaces (responsive UI design)		- Dashboards - Mobile or tablet - PowerBI report - Mobile or tablet
5.2.6	The solution should display spatial reporting elements on mobile and tablet interfaces	As-Is solution today	Planon includes 3 methods for reporting. The following devices are supported: - Tabular reports - Tablet - Dashboards - Mobile or tablet - PowerBI report - Mobile or tablet
5.2.7	The solution should provide Welsh language as an alternative language option.	As-Is solution with some bespoke elements	Planon is currently available in the following languages: English (US), English (UK), Brazilian/Portuguese, French, German, Italian, Spanish and Dutch, Chinese (traditional and simplified), Japanese, Swedish and Danish Planon has a blank language file that can be translated to add additional languages if required. OGP can complete this translation within the system or can ask Planon to contract this work to a 3rd party for an additional charge.
5.3	Additional Supplier Requirement		
5.3.1	For any element of the solution that is deemed bespoke to InSite, all assets, including code shall remain property of the Crown and code held within the Cabinet Office Github programme repository	As-Is solution today	All IP related to the bespoke system configuration for OGP will remain the property of OGP. If OGP purchase Perpetual licencing, the EULA within the contract confirms that OGP will own the licencing in perpetuity.

5.3.2	<p>The solution must provide nonproduction environments to support development and testing, and to provide user and data segregation from the production system</p>	As-Is solution today	<p>We would recommend including a minimum of 3 environments to OGP. These are:</p> <ol style="list-style-type: none"> 1. Production 2. Acceptance 3. Test <p>An optional 4th 'Development' can be included if required.</p>
5.3.3	<p>A level-2 Service Desk must be available for users between 09:00 and 17:00 hours on all working days (defined as Monday to Friday excluding English Bank and Public Holidays), accessible via phone and email, the details for both to be published within the solution. It is not intended for general public use.</p> <p>Query volume guidance: ~100 per month with seasonality; only a small minority shall need a same-day response. Query types shall focus on account admin issues (but not limited to): account activation and access, system or configuration issues.</p>	As-Is solution today	<p>The Planon support team can be contacted during normal business (08:00 - 17:00) for live support via telephone. Nominated OGP employees will be able to interact with Planon support staff to resolve issues. Additionally, the support team can be contacted via a support ticket on our online customer portal, or by email. There is no limit to the amount of tickets that can be created, details of Planon's support SLAs have been provided in the cultural fit and timelines response.</p> <p>Please note that the OGP system administrators will be expected to perform 1st line support to your end users, then engage Planon Support for additional assistance which can include Planon 1st and 2nd line Support technicians and Development.</p>
5.3.4	<p>The solution must allow for email updates to be sent to and received by users via a dedicated email server. Average expected emails: 3000 per month</p>	As-Is solution today	<p>We are expecting OGP to provide 1st line support with 2nd line tickets being managed by the Planon Support Desk. Emails cannot be imported into Planon as standard. They should be reviewed and added to the support ticket as supporting evidence as needed.</p>
5.3.5	<p>The landing URL used for the solution must adhere to government guidelines when being selected</p>	As-Is solution today	<p>Planon adheres to these standards</p>

5.3.6	The solution should operate on a public cloud. The preference is for a UK hosted instance of either AWS or Azure.	As-Is solution today	<p>Planon is suggesting using the London AWS public cloud instance for the deployment of the Planon solution in line with the cloud hosting solution provided to all UK Central Government clients. The hardware at the AWS datacentres is based on public cloud (multi-tenant). This means that the physical hardware is shared between AWS customers. On this hardware we have set up a virtual private cloud (VPC) where a pool of virtual servers are available to support the Planon customer applications. All customers are separated from each other using virtual clusters. It is recommended to review the White Paper on security provider alongside this RFI response.</p> <p>Planon does have the option to be hosted on Azure servers, however the server location is only Frankfurt currently.</p>
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5.3.7	Documentation covering topics to support developers and system operators required.	As-Is solution today	User Guides are freely available to download from the Customer Portal which describe the functionality available in each module within the solution.
5.4	Auditable		
5.4.1	The solution must notify OGP administrators for essential system issues (e.g. user or query conflicts)	As-Is solution today	Maintenance of the Planon Cloud environment is typically performed once per month and occurs outside of business hours. Nominated OGP administrators receive advance notice of maintenance windows, typically 10 to 15 business days prior. Details of the schedule of planned maintenance is also posted in advance in the Planon customer portal. See answer provided on the Cultural Fit and Timelines in line with this answer.
5.4.2	The solution must time-stamp data creation, editing and deletion, and the user of the change-event recorded for historical reporting and audit purposes	As-Is solution today	Fully supported

5.4.3	API documentation must be provided.	As-Is solution today	Planon provides user guides for all API led integrations included in the delivery of the solution. These are also lodged with our Support teams to ensure the integrations are always fully supportable.
5.4.5	User audit data must be stored for at least 36 months	As-Is solution today	This can reside within the system database as live or archived data. If backups are downloaded from the cloud system this data can be held by OGP indefinitely
5.4.6	User must be able to contact the support team to get gain access to supplier activity audit information. Supplier audit data should be stored for a minimum 12 months	As-Is solution today	A selection of infrastructure logs is collected and stored centrally in a separate AWS account. This account is managed by Planon's security team and cannot be accessed by our cloud engineers in order to establish segregation of duties. These logs are not actively monitored and only used when Planon has reason to do so or in collaboration with a customer. On the application level, the customer is responsible and in control of their own Planon Security Audit logging. Logs are stored for 12 months.
5.4.7	System logs must be stored for at least 36 months	As-Is solution with some bespoke elements	If OGP save logs off-line then you are able to store these for 36 months or more. Please see the White Paper on Logging supplied alongside this RFI response.
5.5	Flexibility		

5.5.1	The solution must be flexible to adapt to meet future requirements through easy configuration, including:	As-Is solution today	Fully supported
5.5.1.1	1) Analytical requirements may result in changes to the data model and schema of the property asset register;	As-Is solution today	OGP's System Administrators will be trained on how to configure the system (using nocode configuration tools) based upon changing requirements. Planon's reports, dashboards and PowerBI reports can be reconfigured by OGP after training to include these new data fields.

5.5.1.2	2) Machinery of Government (MOG) changes (e.g., departmental mergers) will result in retrospective taxonomy changes applied to the data	As-Is solution today	Configuration changes in Planon can be completed by OGP after training.
5.5.1.3	3) Third-party reference datasets such as Ordnance Survey address data may be subject to changes in scope and data schemas	As-Is solution today	If the schema is updated this can be reflected in the API.
5.5.1.4	4) Changes to summary metrics and associated reporting in the solution.	As-Is solution today	Configuration changes in Planon can be completed by OGP after training.
5.5.2	Support must be available for system version upgrades	As-Is solution today	Planon will automatically upgrade the OGP system on a quarterly basis. This is conducted at no cost to OGP, and we will upgrade all pre-production environments first to a published schedule, then production environment one month later to allow time for testing.
5.5.3	The data model on which the solution is based should be designed to allow for flexibility and potential for the model to be extended in future,	As-Is solution today	The solution can be expanded with new users, new functionality in modules already used and new modules in the future.
5.6	Intuitive		
5.6.1	The solution must be intuitive. Users must be able to use it without external training or a manual	As-Is solution today	Please see our response to 4.1.3
5.7	Monitoring		
5.7.1	The solution must provide automated methods for monitoring	As-Is solution today	Fully supported

5.7.1.1	1) user analytics for improving user experience (e.g: daily usage, page views, session durations, funnels, referrals)	As-Is solution today	There is a Licence Management module available within the application.
5.7.1.2	2) System maintenance, system performance, uptime and other incident metrics to be tracked against agreed SLAs	As-Is solution today	The last 30 days uptime can be found here - https://trust.planoncloud.com/#/
5.7.1.3	3) service interventions and support of the infrastructure services, Ticket response time, ticket resolution	As-Is solution today	Fully supported
5.7.1.4	4) API connectivity and software applications that are using InSite data	As-Is solution today	Fully supported
5.8	Resilience		
5.8.1	The solution must perform automated frequent (daily) back-ups with 30-day rollback period option for disaster recovery, stored in at least two separate data centres located within 2 UK zones 100 miles apart	Are unable to fulfill this requirement	30 day back-up period can be defined in Planon - the default setting is each environment is backed up once per day and held for 14 days. The UK based data centres are not 100 miles apart. Each AWS Region has multiple Availability Zones. Each Availability Zone consists of one or more data centres, are physically separated from one another, and have redundant power and networking. Customers who care about high availability and performance of their applications can deploy applications across multiple Availability Zones in the same region for fault tolerance and low latency. Availability Zones are connected to each other with fast, private fiber-optic networking, enabling you to easily architect applications that automatically fail-over between Availability Zones without interruption. https://aws.amazon.com/aboutaws/global-infrastructure/regions_az/ If this is not acceptable to OGP, then we will need to discuss using a second region as failover in the contract and cloud system delivery.

5.8.2	The solution must restore to a point in time anytime in the last 30 days within an hour window.	Are unable to fulfill this requirement	Planon offer a 2 hour RPO window as our minimum RPO setting. Planon provides a default minimal availability of 99,5%, with a Recovery Time Objective (RTO) of 8 hours and a Recovery Point Objective (RPO) of 24 hours. If required by
			OGP, Planon can offer a RPO of 2 hours at additional cost.
5.8.3	The solution must support an annual full database snapshot archived, stored in alignment with data retention policy.	As-Is solution today	Backups are created automatically on a daily basis. The backups contains: database, logging, PEET interface files, secure documents, TMS, WebDAV and webservice. Customers can set the retention period for the backups within the Planon application. The default retention period is 14 days. The backups are not stored off site but stay within the London region. Customers can download the available backups at any time, but uploading backups is not possible. This is to prevent unwanted changes to the data and to make sure that the correct data is always available.
5.9	Responsiveness		
5.9.1	The solution must be highly responsive and 99% of requests returned within 300ms as minimum	As-Is solution today	
5.1	Scalability		
5.10.1	The solution must have the ability to scale to maintain more than the expected ~300,000 property records, and contextual third-party reference data of more than the expected ~350GB size on disc, as the system adoption improves	As-Is solution today	Planon supports existing and future expectations.

5.10.2	The solution pricing model should not be based on total unique users but peak average usage models which will allow scaling up and down based on activity	As-Is solution today	We have suggested a perpetual licence model, which is based upon the number of concurrent users, not the number of named users, and therefore meets your requirement in this aspect.
5.10.3	The solution must be based on volumes (for guidance: annual database events - amend = ~150k, create = ~50k, delete = ~5k). The solution must be capable of scaling up to allow for increased activity	As-Is solution today	There are a number of Planon clients which have more than 1m database events per year.
5.11	Security		

5.11.1	The solution must be secured by design. The security measures, technical design and implementation is subject to the information assurance from the Cabinet Office	As-Is solution today	We acknowledge this requirement. Planon has been assessed from a security perspective using the Government and core UK legislation requirements for many clients, not least our Central and Local Government clients, Bank of England etc which gives us complete confidence we will pass your security assessment requirements.
5.11.2	The solution must provide a measure to restrict user access with Single Sign on (SSO), by registered domains, or equivalent	As-Is solution today	By default, users log on using the Planon login screen, which requires a username and password. A password policy can be set within the Planon Live application to fit OGP needs and this answer should be reviewed in conjunction with our answers provided to your questions in relation to end users requesting access either permanent or temporary and approved by OGP administrators. In addition to the default login, Planon also offers a Single Sign On (SSO) solution based on SAML 2.0. SAML 2.0 is a world-wide standard for SSO solutions used by all major authentication platforms.

5.11.3	The solution must secure data deemed Official-Sensitive classification according to the HM Government Security Classifications to data field level. Nonfunctionally this shall require as minimum:	As-Is solution today	Fully supported
5.11.3 .1	1) All data, including backups, to be hosted within the UK or EEA; UK location is preferred	As-Is solution today	The proposed data centre(s) are UK based, and delivered by the Cloud hosting market leader - Amazon Web Services.
5.11.3 .2	2) Data, including backups, must be encrypted in transit and rest with secured standards;	As-Is solution today	<p>Data encryption during transit</p> <p>All communication to the Cloud applications are encrypted using the HTTPS protocol.</p> <p>Encryption is done using the planoncloud.com certificate which uses the AES-256 encryption standard. If needed, a customer specific certificate can also be used.</p> <p>Encryption protocol TLS1.2 is the minimum allowed. This means that previous versions (like SSL and TLS1.1) are not allowed to connect.</p> <p>Data encryption at rest</p>

			<p>All customer files and databases are stored on encrypted (AES-256) disks. The keys used for this encryption are managed by Planon using AWS Key Management Service (KMS) or Azure Key Vault depending on then Cloud Provider. The Cloud Provider(s) does not have access to the keys used within this service.</p> <p>Please review the White Paper on Security supplied alongside the RFI response.</p>
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5.11.3 .3	3) Multi factor authentication must apply to user logins and password changes;	As-Is solution with some bespoke elements	Multi-Factor Authentication (MFA) is not provided by Planon Live but is possible when using the Planon Cloud SSO Solution and depending on the type of authentication service available at the customer. Commonly, the Azure B2B external identities management solution is used for this purpose.
5.11.3 .4	4) Suppliers must have Baseline Personnel Security Standard (BPSS) clearance or Security Check (SC) clearance if accessing datasets	As-Is solution today	Fully supported
5.11.3 .5	5) Suppliers must hold ISO 27001 and Cyber Essentials Plus certification, or CSA STAR, SOC 2 Type 2 and be able to provide certificates	As-Is solution today	Planon are ISO 27001, SOC2 Type2 and Cyber Essentials Plus certified - https://planonsoftware.com/uk/trustcenter/industry-standards-and-regulations/
5.11.3 .6	6) Suppliers must be prepared to undertake CHECK approved ITHCs at least annually at their own cost and expense	As-Is solution today	<p>Planon performs vulnerability scanning on its software in the Planon Cloud every release. Also a penetration test is performed annually. Identified issues are solved within a predefined time frame as defined in the Planon vulnerability process.</p> <p>Each vulnerability is assessed for the risk it poses to the Planon application. This could mean that Planon gives a deviating risk rating to the vulnerability than the testing party. Based on the risk level, we have different timelines for a solution. If a vulnerability is accepted by Planon, no adjustments will be made. The reason for acceptance will be described per risk (medium and higher) in our response.</p> <p>When customers would like to perform a penetration test, vulnerability scan or a performance/load test on their Planon Cloud environment, the following rules apply:</p>

			<p>A request form must be filled in and sent to Planon Support at least 3 weeks before starting the test. Only after approval from Planon the test may be performed. The request can be requested from the customer portal.</p> <p>In this way our systems are constantly and robustly protected against unauthorised access or change.</p>
5.11.3 .7	7) Suppliers must be prepared to undertake annual penetration testing on the platform	As-Is solution today	A penetration test is performed annually on our Cloud solutions
5.11.3 .8	8) Suppliers must comply to vulnerability patching schedule defined by the Cabinet Office.	As-Is solution today	We would be happy to discuss this with the Cabinet Office.
5.11.3 .9	9) Suppliers must provide details of their information security policies and processes.	As-Is solution today	Please see Planon appendix 1 - White Paper on Cloud Security (ENG) v3.0
5.11.3 .10	10) Suppliers must provide details of their secure software development best practice.	As-Is solution today	Please see Planon appendix 1 - White Paper on Cloud Security (ENG) v3.0
5.11.3 .11	11) Suppliers must provide details on the end-to-end technologies used for data at rest and data in transit.	As-Is solution today	Please see Planon appendix 1 - White Paper on Cloud Security (ENG) v3.0
5.11.4	The solution must utilise TLS 1.2 or above.	As-Is solution today	Planon utilises TLS 1.2

5.11.5	The solution must support user groupbased data and summary report access to both entire records, and parts thereof (limited data fields). At least two bespoke and flexible groupings, plus optionally by individuals	As-Is solution today	Planon's Users Groups are configurable by OGP. There is no limit to the number of groups that can be managed in the system.
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5.11.6	The solution must provide the self-service ability to assign privileges by role (as listed but not limited to those in attachment 3 section 5.2) or group to individual accounts. All user roles must be available to assign to any user, including the functional ability to:	As-Is solution today	We do not have access to attachment 3, section 5.2
5.11.6 .1	1) edit and/or view database records	As-Is solution today	Fully supported
5.11.6 .2	2) the ability to assign edit / view privileges to other users within a user's group.	As-Is solution today	Fully supported
5.11.6 .3	3) the ability to approve new user registrations from within a user's group	As-Is solution today	Fully supported
5.11.6 .4	4) the ability to search for and view details of other users in their user-group add users to specific groups	As-Is solution today	Fully supported
5.11.6 .5	5) the ability for OGP administrator access to all data and functionality, plus create and retire / delete user accounts, reactivate user accounts, view user log summary stats, list of users and privileges, and user activity reports	As-Is solution today	Fully supported

5.11.7	The solution should automatically block a user account if defined risk factors are triggered.	As-Is solution with some bespoke elements	The system will not by default block accounts. Business rules can be written that can automated this process based upon database events.
5.12	Incident management		
5.12.1	Supplier must provide their Security Incident management Plans	As-Is solution today	Please see Planon appendix 1 - White Paper on Cloud Security (ENG) v3.0
5.12.2	Incident management must conform to a recognised standard, for example, CSA CCM v3.0 or ISO/IEC 27035:2011 or SSAE16 / ISAE 3402	As-Is solution today	<p>Planon has an Information Security Management System set up to control and manage all incidents and risks within our Cloud solutions. These controls are independently audited. There is a defined process for managing incidents that is detailed within the Data Processing Addendum as part of our contract.</p> <p>Currently Planon holds the following audit reports and certifications:</p> <p>Planon</p> <ul style="list-style-type: none"> • ISAE3402 type II <p>Planon Live in the Cloud</p> <ul style="list-style-type: none"> • ISO27001 • SOC2 type II
5.13	Standards		
5.13.1	The solution must conform to Government Property Data Standard (GovS004-PDS010)	As-Is solution today	Configuration (not customisation) is required to match the system to exact requirements within the Property Data Standard.

5.13.2	The solution development must be guided by government guidance on open standards: https://www.gov.uk/guidance/make-use-of-open-standards including:	As-Is solution today	
5.13.2.1	1) the use of RFC4180 CSV for tabular data	As-Is solution today	
5.13.2.2	3) OpenAPI 3	As-Is solution today	
5.13.3	The solution development must be guided by the Government Cloud First Policy: https://www.gov.uk/guidance/government-cloud-first-policy including:	As-Is solution today	Fully supported
5.13.3.1	1) The solution must not use end-user software, hardware, or plugin installations	As-Is solution today	Fully supported

5.13.3.2	2) The solution must support, and be tested on modern, standard browsers, including Microsoft Edge, Firefox, Chrome and Safari, as well as assistive tech, including Jaws and Voiceover	As-Is solution today	In accordance with the EU Web Accessibility Directive and the US Section 508 and ADA requirements, our Planon web-based products for end users are compliant with the global WCAG 2.1 AA guidelines. Our supported browsers are: <ul style="list-style-type: none"> •Google Chrome •Chromium Edge •Mozilla Firefox
5.13.4	For any adaptations, the bespoke, userfacing solution development must be guided by the government Service Standard: https://www.gov.uk/servicemanual/service-standard	As-Is solution today	

5.13.5	The bespoke and purchased solution development must be guided by The Technology Code of Practice: https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice	As-Is solution today	We would be happy to be guided by this code of practice.
5.13.6	The solution development must be guided by the government Security Policy Framework: https://www.gov.uk/government/publications/security-policy-framework/hmgsecurity-policy-framework and NCSC Cyber Assessment Framework (CAF)	As-Is solution today	Planon have a number of UK government departments as Planon users, we therefore are already guided by the Security Policy Framework and would be happy to be guided using the same framework for OGP.
5.13.7	The solution development must be guided by the government API technical and data standards: https://www.gov.uk/guidance/gds-api-technical-and-data-standards	As-Is solution with some bespoke elements	Our approach to API development, closely mirrors that of OGP, namely: <ul style="list-style-type: none"> - gathering user and business requirements to help define what the API needs to do - identifying the key business entities users need to interact with via the API - developing a specification before you start to code - testing your assumptions with users - iterating the design based on feedback Planon also have a REST based API.
			We would be happy to be guided by these standards.

Cultural Fit & Timeilnes Clarifications	
Requirement	Detail <i>Please provide commentary (max 200 words per requirement)</i>

Describe the training you will provide new users of InSite and how this will incorporate feedback from current users (200 words max)

Planon acknowledges that new users of inSite must be trained as part of the transformation project, as well as training once the system is live.

During the Implementation project, the agreed configuration will be tested during UAT by OGP subject matter experts. This is supplemented by tailored train-the-trainer style training from Planon to enable all SME's to fully understand how the system operates. Feedback from the SME's will be welcomed to ensure the training process is improved and as effective as possible.

In addition to this, the OGP System Administrator/s will attend a 4-day training course to self-manage the application.

Once completed, go-live will occur, which is fully supported by Planon and includes an introduction to the Planon Support team who will then take ownership over supporting OGP.

From this point on, any new users of InSite can be provided with a simple 'how-to' guide on how to input data into the system, which could be in the form of a video, e-learning or written guide. These are often managed by the client system administrator to ensure all changes are included in the training resources. Feedback can be provided to the system administrator and incorporated where appropriate into the resources.

Describe the levels of support you will provide to users of InSite (e.g. response timeframes) (200 words max)

Planon takes support of our clients very seriously to ensure the product is implemented successfully, and on-going support and after care is effective.

The OGP System Administrators will act as first line support for all end-users on InSite. If the OGP System Administrator is unable to resolve any issue for an end-user, they have unlimited access to Planon support for assistance. In our contract, we provide a SLA table for Support, ensuring that all issues reported are provided with a unique ticket number and owner at the Planon Support helpdesk. The response and resolution times associated with the ticket are detailed in our contract available in our g-cloud listing, and embedded right for ease of reference. In addition to this standard level of Support, Planon is also able to offer the following:

Premium Support: Which includes an improved SLA table, priority handling, dedicated support staff, service credits, enhanced reporting etc. at an additional cost.

24x7: If OGP require Support outside of the standard 8.30 – 5pm Mon-Fri support desk, then the 24x7 option can be taken to provide support round the clock to the system administrators at an additional cost.

Describe your approach to remediation and rectification of errors (200 words max)

If there is an error identified in the system during the implementation, then the issue will be investigated, understood and rectified. This could happen during the UAT or go-live phase. If this is an issue caused by Planon as an error in the specification, then we will rectify this at our cost. Once the system is live, OGP have a warranty period to ensure any issues are found and resolved by Planon. If there is an issue with the software, then Planon will resolve this according to the severity and level of business impact. This could be resolved during the next minor release of Planon (always the 1st of every month), or if the impact is high, then Planon can introduce a hot-fix to rectify any software issues. This process also covers any updates in respect to security.

In all aspects, the Planon services and support team members will work to ensure issues are rectified in a timely and effective fashion, with your relationship Account Manager and senior management available to OGP as escalation points should it be required.

Describe your stakeholder strategy and stakeholder governance arrangements (200 words max)

The Planon stakeholder strategy involves significant engagement from Senior Management with our client base. This takes the form of customer ideas, where all our clients are encouraged to raise new functional ideas to Planon, and our user group interactions. As part of our in-house product development, customer ideas contribute 55% of the total development of Planon. The remaining 45% comes from the published Planon roadmap, and includes our commitment to technological innovation, a good example is our smart building solutions connecting sensors and building management systems into the Planon platform for a complete building management solution.

The established user group is a crucial environment for discussing direction of travel across the clients, engagement directly with senior leadership in regular meetings and an annual conference where Planon is invited to attend and present new innovations. Planon Senior Leadership is also responsible for oversight in maintaining our secure solutions, development excellence and that our delivery mechanisms provide high availability and flexes easily with demand.

During the lifetime of the contract OGP will have a named Account Manager with a defined review process, along with access to UK Heads of Sales and of Service, and to Senior leadership as needed.

Describe how you will apprise current users of system and process updates (200 words max)

The Planon system is called Planon LIVE. In this platform we deliver a monthly minor release free of charge to our customers. Each minor release includes improvements to functional capability, alongside bug fixes and security updates. Planon performs the updates for our clients once per quarter at no cost. The process involves updating the pre-production environments to a standing schedule as seen right, and one month later the production environment is updated to the same release version, thus enabling OGP to test the upgrade before installation to production. To support apprising Insite users of the improvements, Planon provides full documentation on all release updates to the system administrator. These are available on demand in the cloud administrator panel. There is also a portal where upcoming requests for improvement, and fixes/security updates in future releases can be seen. This is a crucial part of the process as if new functionality is requested by OGP, its development and release dates are fully visible to OGP.

If OGP wish to advise end users of system or process

	<p>updates, the documentation can be used to extract relevant information and provided to the end users as notifications or alerts either by email or upon log-in.</p>
<p>Based on the technical requirements, provide an indication of likely delivery timelines</p>	<p>It is expected that the system will require some configuration, along with the creation of at least one interface. In this scenario, it is likely that Planon will conduct some workshops to ensure our understanding of your requirements is accurate, upon which a specification will be created, approved by OGP, then configured and a full end to end system made available to OGP for testing in UAT. Once this is completed, and training conducted and completed, then the Project Managers will plan for the system go-live date. Whilst it is common for a system to take 6 months to go live in this type of delivery approach and project, there are many areas where OGP can reduce this timeline, such as having a committed project team, commitment to timeline, commitment of decision makers to the key dates in the resource plan, and availability of prepared data and reporting requirements from the system. In this aspect, we could see the project taking less time - 3-4 months is quite common.</p>

Schedule 2: Call-Off Contract charges

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

Year 1: £627,617.00 excluding VAT

Year 2 (includes optional one-time payment of £50k for 25 concurrent user licences and a 22% AMC on those plus Premium Support SLA): £217,600.00 excluding VAT

Year 3: £167,600.00 (includes AMC on 25 concurrent user licences plus optional Premium Support SLA) excluding VAT

Year 4: £167,600.00 (includes AMC on 25 concurrent user licences plus optional Premium Support SLA) excluding VAT

Total: £1,180,417.00 excluding VAT

Call-Off Contract value	The total value of this Call-Off Contract is £1,151,917.00 excluding VAT which is inclusive of all Extension options.					
	Licensing & Professional Services	Detail	YEAR 1	YEAR 2	YEAR 3	YEAR 4
	Perpetual Licence (Concurrent Solution User Licences)	50x concurrent Real Estate Back Office user licences, plus 2,000 Self Service Licences	£209,003	£0	£0	£0
	Perpetual Licence (Concurrent Solution User Licences)	Additional 25x Concurrent Licences	£0	£50,000	£0	£0
	Annual Maintenance Charge (AMC)	Annual cost for full support and monthly software updates	£45,980	£56,980	£56,980	£56,980
	Cloud Services	Dedicated Server, 3x Cloud Environments and additional 1Tb Disc Storage	£86,806	£86,806	£86,806	£86,806
	REST API	REST API layer & 2Tb data usage	£9,110	£7,464	£7,464	£7,464
	Data Analytics Reporting	Data Analytics Reporting and 5Tb data usage	£10,978	£6,850	£6,850	£6,850
	Professional Services estimate	250 Days	£265,740	£0	£0	£0
			£627,617	£208,100	£158,100	£158,100
					£1,151,917	

Expenses for travel, mileage and subsistence incurred by the Supplier for any on-site meetings will be reimbursed up to a capped figure of £5,000.00 for Year 1 only for travel outside the M25. In the following years, there will be no cap on expenses claimed for travel, mileage and subsistence outside the M25, however, this is not envisaged to be a frequent occurrence.

Schedule 3: Collaboration agreement - NOT USED

This agreement is made on [enter date] between:

- 1) [Buyer name] of [Buyer address] (the Buyer)
- 2) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]

- 3) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 4) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 5) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address]
- 6) [Company name] a company incorporated in [company address] under [registration number], whose registered office is at [registered address] together (the Collaboration Suppliers and each of them a Collaboration Supplier).

Whereas the:

- Buyer and the Collaboration Suppliers have entered into the Call-Off Contracts (defined below) for the provision of various IT and telecommunications (ICT) services
- Collaboration Suppliers now wish to provide for the ongoing cooperation of the Collaboration Suppliers in the provision of services under their respective Call-Off Contract to the Buyer

In consideration of the mutual covenants contained in the Call-Off Contracts and this Agreement and intending to be legally bound, the parties agree as follows:

1. Definitions and interpretation

1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:

1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules

1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers

1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information

1.1.5 "Collaboration Activities" means the activities set out in this Agreement

1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract

1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2

1.1.9 "Dispute Resolution Process" means the process described in clause 9

1.1.10 "Effective Date" means [insert date]

1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1

1.1.12 "Mediator" has the meaning given to it in clause 9.3.1

1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1

1.1.14 "Term" has the meaning given to it in clause 2.1

1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.

1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.

1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.

1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.

2. Term of the agreement

2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").

2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.

3. Provision of the collaboration plan

3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").

3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.

3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.

3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:

3.4.1 approve the Detailed Collaboration Plan

3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection

3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.

3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

4. Collaboration activities

4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.

4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.

4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

5. Invoicing

5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.

5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

6. Confidentiality

6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.

6.2 Each Collaboration Supplier warrants that:

6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement

6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party

6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors

6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise

6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:

6.3.1 or becomes public knowledge other than by breach of this clause 6

6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party

6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure

6.3.4 independently developed without access to the Confidential Information

6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction

6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

7. Warranties

7.1 Each Collaboration Supplier warrant and represent that:

7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good

industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].
- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
- 8.5.1 indirect loss or damage
 - 8.5.2 special loss or damage
 - 8.5.3 consequential loss or damage
 - 8.5.4 loss of profits (whether direct or indirect)
 - 8.5.5 loss of turnover (whether direct or indirect)
 - 8.5.6 loss of business opportunities (whether direct or indirect)
 - 8.5.7 damage to goodwill (whether direct or indirect)
- 8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
- 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default
 - 8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

9. Dispute resolution process

- 9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The process for mediation and consequential provisions for mediation are:
- 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator
- 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
- 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
- 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
- 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a nonbinding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
- 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts
- 9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

10. Termination and consequences of termination

10.1 Termination

10.1.1 The Buyer has the right to terminate this Agreement at any time by notice in writing to the Collaboration Suppliers whenever the Buyer has the right to terminate a Collaboration Supplier's [respective contract] [Call-Off Contract].

10.1.2 Failure by any of the Collaboration Suppliers to comply with their obligations under this Agreement will constitute a Default under their [relevant contract] [Call-Off Contract]. In this case, the Buyer also has the right to terminate by notice in writing the participation of any Collaboration Supplier to this Agreement and sever its name from the list of Collaboration Suppliers, so that this Agreement will continue to operate between the Buyer and the remaining Collaboration Suppliers.

10.2 Consequences of termination

10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.

10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

11. General provisions

11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.

11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event

together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

11.2 Assignment and subcontracting

11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.

11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

11.3 Notices

11.3.1 Any notices given under or in relation to this Agreement will be deemed to have been properly delivered if sent by recorded or registered post or by fax and will be deemed for the purposes of this Agreement to have been given or made at the time the letter would, in the ordinary course of post, be delivered or at the time shown on the sender's fax transmission report.

11.3.2 For the purposes of clause 11.3.1, the address of each of the parties are those in the Detailed Collaboration Plan.

11.4 Entire agreement

11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.

11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements,

representation, warranty or understanding will be for breach of contract under the terms of this Agreement.

11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

11.5 Rights of third parties

Nothing in this Agreement will grant any right or benefit to any person other than the parties or their respective successors in title or assignees, or entitle a third party to enforce any provision and the parties do not intend that any term of this Agreement should be enforceable by a third party by virtue of the Contracts (Rights of Third Parties) Act 1999.

11.6 Severability

If any provision of this Agreement is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, that provision will be severed without effect to the remaining provisions. If a provision of this Agreement that is fundamental to the accomplishment of the purpose of this Agreement is held to any extent to be invalid, the parties will immediately commence good faith negotiations to remedy that invalidity.

11.7 Variations

No purported amendment or variation of this Agreement or any provision of this Agreement will be effective unless it is made in writing by the parties.

11.8 No waiver

The failure to exercise, or delay in exercising, a right, power or remedy provided by this Agreement or by law will not constitute a waiver of that right, power or remedy. If a party waives a breach of any provision of this Agreement this will not operate as a waiver of a subsequent breach of that provision, or as a waiver of a breach of any other provision.

11.9 Governing law and jurisdiction

This Agreement will be governed by and construed in accordance with English law and without prejudice to the Dispute Resolution Process, each party agrees to submit to the exclusive jurisdiction of the courts of England and Wales.

Executed and delivered as an agreement by the parties or their duly authorised attorneys the day and year first above written.

For and on behalf of the Buyer

Signed by:

Full name (capitals):

Position:

Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position: Date:

For and on behalf of the [Company name]

Signed by:

Full name (capitals):

Position:

Date:

Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract

Collaboration Agreement Schedule 2 [**Insert Outline Collaboration Plan**]

Schedule 4: Alternative clauses

1. Introduction

1.1 This Schedule specifies the alternative clauses that may be requested in the Order Form and, if requested in the Order Form, will apply to this Call-Off Contract.

2. Clauses selected

2.1 The Customer may, in the Order Form, request the following alternative Clauses:

2.1.1 Scots Law and Jurisdiction

2.1.2 References to England and Wales in incorporated Framework Agreement clause 15.1 (Law and Jurisdiction) of this Call-Off Contract will be replaced with Scotland and the wording of the Framework Agreement and Call-Off Contract will be interpreted as closely as possible to the original English and Welsh Law intention despite Scots Law applying.

2.1.3 Reference to England and Wales in Working Days definition within the Glossary and interpretations section will be replaced with Scotland.

2.1.4 References to the Contracts (Rights of Third Parties) Act 1999 will be removed in clause 27.1. Reference to the Freedom of Information Act 2000 within the defined terms for 'FoIA/Freedom of Information Act' to be replaced with Freedom of Information (Scotland) Act 2002.

2.1.5 Reference to the Supply of Goods and Services Act 1982 will be removed in incorporated Framework Agreement clause 4.1.

2.1.6 References to "tort" will be replaced with "delict" throughout

2.2 The Customer may, in the Order Form, request the following Alternative Clauses:

2.2.1 Northern Ireland Law (see paragraph 2.3, 2.4, 2.5, 2.6 and 2.7 of this Schedule)

2.3 Discrimination

2.3.1 The Supplier will comply with all applicable fair employment, equality of treatment and anti-discrimination legislation, including, in particular the:

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995

- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006
- Part-time Workers (Prevention of less Favourable Treatment) Regulation 2000
- Fixed-term Employees (Prevention of Less Favourable Treatment) Regulations 2002
- The Disability Discrimination (Northern Ireland) Order 2006
- The Employment Relations (Northern Ireland) Order 2004
- Equality Act (Sexual Orientation) Regulations (Northern Ireland) 2006
- Employment Relations (Northern Ireland) Order 2004 ● Work and Families (Northern Ireland) Order 2006

and will use his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he promotes equality of treatment and opportunity between:

- a. persons of different religious beliefs or political opinions
- b. men and women or married and unmarried persons
- c. persons with and without dependants (including women who are pregnant or on maternity leave and men on paternity leave)
- d. persons of different racial groups (within the meaning of the Race Relations (Northern Ireland) Order 1997)
- e. persons with and without a disability (within the meaning of the Disability Discrimination Act 1995)
- f. persons of different ages
- g. persons of differing sexual orientation

2.3.2 The Supplier will take all reasonable steps to secure the observance of clause 2.3.1 of this Schedule by all Supplier Staff.

2.4 Equality policies and practices

2.4.1 The Supplier will introduce and will procure that any Subcontractor will also introduce and implement an equal opportunities policy in accordance with guidance from and to the satisfaction of the Equality Commission. The Supplier will review these policies on a regular basis (and will procure that its Subcontractors do likewise) and the Customer will be entitled to receive upon request a copy of the policy.

2.4.2 The Supplier will take all reasonable steps to ensure that all of the Supplier Staff comply with its equal opportunities policies (referred to in clause 2.3 above). These steps will include:

- a. the issue of written instructions to staff and other relevant persons

- b. the appointment or designation of a senior manager with responsibility for equal opportunities
- c. training of all staff and other relevant persons in equal opportunities and harassment matters
- d. the inclusion of the topic of equality as an agenda item at team, management and staff meetings

The Supplier will procure that its Subcontractors do likewise with their equal opportunities policies.

2.4.3 The Supplier will inform the Customer as soon as possible in the event of:

- A. the Equality Commission notifying the Supplier of an alleged breach by it or any Subcontractor (or any of their shareholders or directors) of the Fair Employment and Treatment (Northern Ireland) Order 1998 or
- B. any finding of unlawful discrimination (or any offence under the Legislation mentioned in clause 2.3 above) being made against the Supplier or its Subcontractors during the Call-Off Contract Period by any Industrial or Fair Employment Tribunal or court,

The Supplier will take any necessary steps (including the dismissal or replacement of any relevant staff or Subcontractor(s)) as the Customer directs and will seek the advice of the Equality Commission in order to prevent any offence or repetition of the unlawful discrimination as the case may be.

2.4.4 The Supplier will monitor (in accordance with guidance issued by the Equality Commission) the composition of its workforce and applicants for employment and will provide an annual report on the composition of the workforce and applicants to the Customer. If the monitoring reveals under-representation or lack of fair participation of particular groups, the Supplier will review the operation of its relevant policies and take positive action if appropriate. The Supplier will impose on its Subcontractors obligations similar to those undertaken by it in this clause 2.4 and will procure that those Subcontractors comply with their obligations.

2.4.5 The Supplier will provide any information the Customer requests (including Information requested to be provided by any Subcontractors) for the purpose of assessing the Supplier's compliance with its obligations under clauses 2.4.1 to 2.4.5 of this Schedule.

2.5 Equality

2.5.1 The Supplier will, and will procure that each Subcontractor will, in performing its/their obligations under this Call-Off Contract (and other relevant agreements), comply with the provisions of Section 75 of the Northern Ireland Act 1998, as if they were a public authority within the meaning of that section.

2.5.2 The Supplier acknowledges that the Customer must, in carrying out its functions, have due regard to the need to promote equality of opportunity as contemplated by the Northern Ireland Act 1998 and the Supplier will use all reasonable endeavours to assist (and to ensure that relevant Subcontractor helps) the Customer in relation to same.

2.6 Health and safety

2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.

2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.

2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer premises if that incident causes any personal injury or damage to property which could give rise to personal injury.

2.6.4 The Supplier will comply with the requirements of the Health and Safety at Work (Northern Ireland) Order 1978 and any other acts, orders, regulations and codes of practice relating to health and safety, which may apply to Supplier Staff and other persons working on the Customer premises in the performance of its obligations under the Call-Off Contract.

2.6.5 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work (Northern Ireland) Order 1978) is made available to the Customer on request.

2.7 Criminal damage

2.7.1 The Supplier will maintain standards of vigilance and will take all precautions as advised by the Criminal Damage (Compensation) (Northern Ireland) Order 1977 or as may be recommended by the police or the Northern Ireland Office (or, if replaced, their successors) and will compensate the Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).

2.7.2 If during the Call-Off Contract Period any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation

under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

2.7.3 The Supplier will make (or will procure that the appropriate organisation make) all appropriate claims under the Compensation Order as soon as possible after the CDO Event and will pursue any claim diligently and at its cost. If appropriate, the Customer will also make and pursue a claim diligently under the Compensation Order. Any appeal against a refusal to meet any claim or against the amount of the award will be at the Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.

2.7.4 The Supplier will apply any compensation paid under the Compensation Order in respect of damage to the relevant assets towards the repair, reinstatement or replacement of the assets affected.

Schedule 5: Guarantee - NOT USED

[A Guarantee should only be requested if the Supplier's financial standing is not enough on its own to guarantee delivery of the Services. This is a draft form of guarantee which can be used to procure a Call Off Guarantee, and so it will need to be amended to reflect the Beneficiary's requirements]

This deed of guarantee is made on **[insert date, month, year]** between:

- (1) **[Insert the name of the Guarantor]** a company incorporated in England and Wales with number **[insert company number]** whose registered office is at **[insert details of the guarantor's registered office]** [or a company incorporated under the Laws of **[insert country]**, registered in **[insert country]** with number **[insert number]** at **[insert place of registration]**, whose principal office is at **[insert office details]]** ('Guarantor');
in favour of and

- (2) The Buyer whose offices are **[insert Buyer's official address]** ('Beneficiary') **Whereas:**
 - (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

 - (B) It is the intention of the Parties that this document be executed and take effect as a deed.

[Where a deed of guarantee is required, include the wording below and populate the box below with the guarantor company's details. If a deed of guarantee isn't needed then the section below and other references to the guarantee should be deleted.]

Suggested headings are as follows:

- Demands and notices
- Representations and Warranties
- Obligation to enter into a new Contract
- Assignment
- Third Party Rights
- Governing Law
- This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

Guarantor company	[Enter Company name] 'Guarantor'
--------------------------	---

Guarantor company address	[Enter Company address]
Account manager	[Enter Account Manager name]
	Address: [Enter Account Manager address]
	Phone: [Enter Account Manager phone number]
	Email: [Enter Account Manager email]
	Fax: [Enter Account Manager fax if applicable]

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor agrees with the Buyer as follows:

Definitions and interpretation

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

Term	Meaning
Call-Off Contract	Means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date].
Guaranteed Obligations	Means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract.
Guarantee	Means the deed of guarantee described in the Order Form (Parent Company Guarantee).

References to this Deed of Guarantee and any provisions of this Deed of Guarantee or to any other document or agreement (including to the Call-Off Contract) apply now, and as amended, varied, restated, supplemented, substituted or novated in the future.

Unless the context otherwise requires, words importing the singular are to include the plural and vice versa.

References to a person are to be construed to include that person's assignees or transferees or successors in title, whether direct or indirect.

The words 'other' and 'otherwise' are not to be construed as confining the meaning of any following words to the class of thing previously stated if a wider construction is possible.

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

References to Clauses and Schedules are, unless otherwise provided, references to Clauses of and Schedules to this Deed of Guarantee.

References to liability are to include any liability whether actual, contingent, present or future.

Guarantee and indemnity

The Guarantor irrevocably and unconditionally guarantees that the Supplier duly performs all of the guaranteed obligations due by the Supplier to the Buyer.

If at any time the Supplier will fail to perform any of the guaranteed obligations, the Guarantor irrevocably and unconditionally undertakes to the Buyer it will, at the cost of the Guarantor:

- fully perform or buy performance of the guaranteed obligations to the Buyer
- as a separate and independent obligation and liability, compensate and keep the Buyer compensated against all losses and expenses which may result from a failure by the Supplier to perform the guaranteed obligations under the Call-Off Contract

As a separate and independent obligation and liability, the Guarantor irrevocably and unconditionally undertakes to compensate and keep the Buyer compensated on demand against all losses and expenses of whatever nature, whether arising under statute, contract or at common Law, if any obligation guaranteed by the guarantor is or becomes unenforceable, invalid or illegal as if the obligation guaranteed had not become unenforceable, invalid or illegal provided that the guarantor's liability will be no greater than the Supplier's liability would have been if the obligation guaranteed had not become unenforceable, invalid or illegal.

Obligation to enter into a new contract

If the Call-Off Contract is terminated or if it is disclaimed by a liquidator of the Supplier or the obligations of the Supplier are declared to be void or voidable, the Guarantor will, at the request of the Buyer, enter into a Contract with the Buyer in the same terms as the Call-Off Contract and the obligations of the Guarantor under such substitute agreement will be the same as if the Guarantor had been original obligor under the Call-Off Contract or under an agreement entered into on the same terms and at the same time as the Call-Off Contract with the Buyer.

Demands and notices

Any demand or notice served by the Buyer on the Guarantor under this Deed of Guarantee will be in writing, addressed to:

[Enter Address of the Guarantor in England and Wales]

[Enter Email address of the Guarantor representative] For

the Attention of **[insert details]**

or such other address in England and Wales as the Guarantor has notified the Buyer in writing as being an address for the receipt of such demands or notices.

Any notice or demand served on the Guarantor or the Buyer under this Deed of Guarantee will be deemed to have been served if:

- delivered by hand, at the time of delivery
- posted, at 10am on the second Working Day after it was put into the post
- sent by email, at the time of despatch, if despatched before 5pm on any Working Day, and in any other case at 10am on the next Working Day

In proving Service of a notice or demand on the Guarantor or the Buyer, it will be sufficient to prove that delivery was made, or that the envelope containing the notice or demand was properly addressed and posted as a prepaid first class recorded delivery letter, or that the fax message was properly addressed and despatched.

Any notice purported to be served on the Buyer under this Deed of Guarantee will only be valid when received in writing by the Buyer.

Beneficiary's protections

The Guarantor will not be discharged or released from this Deed of Guarantee by:

- any arrangement made between the Supplier and the Buyer (whether or not such arrangement is made with the assent of the Guarantor)
- any amendment to or termination of the Call-Off Contract
- any forbearance or indulgence as to payment, time, performance or otherwise granted by the Buyer (whether or not such amendment, termination, forbearance or indulgence is made with the assent of the Guarantor)
- the Buyer doing (or omitting to do) anything which, but for this provision, might exonerate the Guarantor

This Deed of Guarantee will be a continuing security for the Guaranteed Obligations and accordingly:

- it will not be discharged, reduced or otherwise affected by any partial performance (except to the extent of such partial performance) by the Supplier of the Guaranteed Obligations or by any omission or delay on the part of the Buyer in exercising its rights under this Deed of Guarantee
- it will not be affected by any dissolution, amalgamation, reconstruction, reorganisation, change in status, function, control or ownership, insolvency, liquidation, administration, appointment of a receiver, voluntary arrangement, any legal limitation or other incapacity, of the Supplier, the Buyer, the Guarantor or any other person
- if, for any reason, any of the Guaranteed Obligations is void or unenforceable against the Supplier, the Guarantor will be liable for that purported obligation or liability as if the same were fully valid and enforceable and the Guarantor were principal debtor

- the rights of the Buyer against the Guarantor under this Deed of Guarantee are in addition to, will not be affected by and will not prejudice, any other security, guarantee, indemnity or other rights or remedies available to the Buyer

The Buyer will be entitled to exercise its rights and to make demands on the Guarantor under this Deed of Guarantee as often as it wishes. The making of a demand (whether effective, partial or defective) relating to the breach or non-performance by the Supplier of any Guaranteed Obligation will not preclude the Buyer from making a further demand relating to the same or some other Default regarding the same Guaranteed Obligation.

The Buyer will not be obliged before taking steps to enforce this Deed of Guarantee against the Guarantor to:

- obtain judgment against the Supplier or the Guarantor or any third party in any court
- make or file any claim in a bankruptcy or liquidation of the Supplier or any third party
- take any action against the Supplier or the Guarantor or any third party
- resort to any other security or guarantee or other means of payment

No action (or inaction) by the Buyer relating to any such security, guarantee or other means of payment will prejudice or affect the liability of the Guarantor.

The Buyer's rights under this Deed of Guarantee are cumulative and not exclusive of any rights provided by Law. The Buyer's rights may be exercised as often as the Buyer deems expedient. Any waiver by the Buyer of any terms of this Deed of Guarantee, or of any Guaranteed Obligations, will only be effective if given in writing and then only for the purpose and upon the terms and conditions on which it is given.

Any release, discharge or settlement between the Guarantor and the Buyer will be conditional upon no security, disposition or payment to the Buyer by the Guarantor or any other person being void, set aside or ordered to be refunded following any enactment or Law relating to liquidation, administration or insolvency or for any other reason. If such condition will not be fulfilled, the Buyer will be entitled to enforce this Deed of Guarantee subsequently as if such release, discharge or settlement had not occurred and any such payment had not been made. The Buyer will be entitled to retain this security before and after the payment, discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name

- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:
 - the Guarantor's memorandum and articles of association or other equivalent constitutional documents, any existing Law, statute, rule or Regulation or any judgment, decree or permit to which the Guarantor is subject
 - the terms of any agreement or other document to which the Guarantor is a party or which is binding upon it or any of its assets
 - all governmental and other authorisations, approvals, licences and consents, required or desirable

This Deed of Guarantee is the legal valid and binding obligation of the Guarantor and is enforceable against the Guarantor in accordance with its terms.

Payments and set-off

All sums payable by the Guarantor under this Deed of Guarantee will be paid without any set-off, lien or counterclaim, deduction or withholding, except for those required by Law. If any deduction or withholding must be made by Law, the Guarantor will pay that additional amount to ensure that the Buyer receives a net amount equal to the full amount which it would have received if the payment had been made without the deduction or withholding.

The Guarantor will pay interest on any amount due under this Deed of Guarantee at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998, accruing on a daily basis from the due date up to the date of actual payment, whether before or after judgment.

The Guarantor will reimburse the Buyer for all legal and other costs (including VAT) incurred by the Buyer in connection with the enforcement of this Deed of Guarantee.

Guarantor's acknowledgement

The Guarantor warrants, acknowledges and confirms to the Buyer that it has not entered into this Deed of Guarantee in reliance upon the Buyer nor been induced to enter into this Deed of Guarantee by any representation, warranty or undertaking made by, or on behalf of the Buyer, (whether express or implied and whether following statute or otherwise) which is not in this Deed of Guarantee.

Assignment

The Buyer will be entitled to assign or transfer the benefit of this Deed of Guarantee at any time to any person without the consent of the Guarantor being required and any such assignment or transfer will not release the Guarantor from its liability under this Guarantee.

The Guarantor may not assign or transfer any of its rights or obligations under this Deed of Guarantee.

Severance

If any provision of this Deed of Guarantee is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction, such provision will be severed and the remainder of the provisions will continue in full force and effect as if this Deed of Guarantee had been executed with the invalid, illegal or unenforceable provision eliminated.

Third-party rights

A person who is not a Party to this Deed of Guarantee will have no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed of Guarantee. This Clause does not affect any right or remedy of any person which exists or is available otherwise than following that Act.

Governing law

This Deed of Guarantee, and any non-Contractual obligations arising out of or in connection with it, will be governed by and construed in accordance with English Law.

The Guarantor irrevocably agrees for the benefit of the Buyer that the courts of England will have jurisdiction to hear and determine any suit, action or proceedings and to settle any dispute which may arise out of or in connection with this Deed of Guarantee and for such purposes hereby irrevocably submits to the jurisdiction of such courts.

Nothing contained in this Clause will limit the rights of the Buyer to take proceedings against the Guarantor in any other court of competent jurisdiction, nor will the taking of any such proceedings in one or more jurisdictions preclude the taking of proceedings in any other jurisdiction, whether concurrently or not (unless precluded by applicable Law).

The Guarantor irrevocably waives any objection which it may have now or in the future to the courts of England being nominated for this Clause on the ground of venue or otherwise and agrees not to claim that any such court is not a convenient or appropriate forum.

[The Guarantor hereby irrevocably designates, appoints and empowers **[enter the Supplier name]** [or a suitable alternative to be agreed if the Supplier's registered office is not in England or Wales] either at its registered office or on fax number **[insert fax number]** from time to time to act as its authorised agent to receive notices, demands, Service of process and any other legal summons in England and Wales for the purposes of any legal action or proceeding brought or to be brought by the Buyer in respect of this Deed of Guarantee. The Guarantor hereby irrevocably consents to the

Service of notices and demands, Service of process or any other legal summons served in such way.]

IN WITNESS whereof the Guarantor has caused this instrument to be executed and delivered as a Deed the day and year first before written.

EXECUTED as a DEED by

[Insert name of the Guarantor] acting by **[Insert names]**

Director

Director/Secretary

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> • owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes • created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

<p>Buyer Software</p>	<p>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.</p>
<p>Call-Off Contract</p>	<p>This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.</p>

<p>Charges</p>	<p>The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.</p>
<p>Collaboration Agreement</p>	<p>An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.</p>

<p>Commercially Sensitive Information</p>	<p>Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.</p>
<p>Confidential Information</p>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above • other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
<p>Control</p>	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
<p>Controller</p>	<p>Takes the meaning given in the UK GDPR.</p>

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.
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Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR

<p>Default</p>	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<p>DPA 2018</p>	<p>Data Protection Act 2018.</p>
<p>Employment Regulations</p>	<p>The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')</p>
<p>End</p>	<p>Means to terminate; and Ended and Ending are construed accordingly.</p>
<p>Environmental Information Regulations or EIR</p>	<p>The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.</p>

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.
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ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up to date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

<p>Force Majeure</p>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force <p>Majeure at the time this Call-Off Contract was entered into</p> <ul style="list-style-type: none"> • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
<p>Former Supplier</p>	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>

Framework Agreement	The clauses of framework agreement RM1557.13 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 Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.

UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.

Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
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Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.

Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

<p>Order</p>	<p>An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.</p>
<p>Order Form</p>	<p>The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.</p>
<p>Ordered G-Cloud Services</p>	<p>G-Cloud Services which are the subject of an order by the Buyer.</p>
<p>Outside IR35</p>	<p>Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.</p>
<p>Party</p>	<p>The Buyer or the Supplier and 'Parties' will be interpreted accordingly.</p>

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

<p>Prohibited act</p>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud
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<p>Project Specific IPRs</p>	<p>Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.</p>
<p>Property</p>	<p>Assets and property including technical infrastructure, IPRs and equipment.</p>

<p>Protective Measures</p>	<p>Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.</p>
<p>PSN or Public Services Network</p>	<p>The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.</p>
<p>Regulatory body or bodies</p>	<p>Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.</p>
<p>Relevant person</p>	<p>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.</p>

<p>Relevant Transfer</p>	<p>A transfer of employment to which the employment regulations applies.</p>
<p>Replacement Services</p>	<p>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.</p>
<p>Replacement supplier</p>	<p>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).</p>
<p>Security management plan</p>	<p>The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.</p>
<p>Services</p>	<p>The services ordered by the Buyer as set out in the Order Form.</p>

<p>Service data</p>	<p>Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.</p>
<p>Service definition(s)</p>	<p>The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.</p>
<p>Service description</p>	<p>The description of the Supplier service offering as published on the Platform.</p>
<p>Service Personal Data</p>	<p>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.</p>

<p>Spend controls</p>	<p>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/agiledelivery/spend-controlscheck-if-you-need-approval-to-spendmoney-on-a-service</p>
<p>Start date</p>	<p>The Start date of this Call-Off Contract as set out in the Order Form.</p>
<p>Subcontract</p>	<p>Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.</p>
<p>Subcontractor</p>	<p>Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.</p>

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: UK GDPR Information

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

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: Steve Jones
(dpo@cabinetoffice.gov.uk)
- 1.2 The contact details of the Supplier's Data Protection Officer are: Privacy Team,
privacy@planonsoftware.com
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is the Data Controller and the Supplier is the Data Processor</p> <p>1. The Office of Government Property (OGP), the Data Controller (Buyer) instructs Planon Limited, the Data Processor (Supplier) to process OGP Personal data with reference to the conditions set out in the Article 29 of UK GDPR and in line with the terms set out below.</p> <p>It is agreed that the Supplier must:</p> <p>1.1 Comply with all applicable Data Protection Laws in the processing and</p>

	<p>protection of OGP personal data, including the Data Protection Act (2018) and UK GDPR.</p> <p>1.2 not process Buyer Personal Data in a way other than in line with the Buyer's instructions, permissions and operational procedures. The Supplier is responsible for verifying it has relevant permission to process personal data with the Buyer in all specific or general instances, before processing Buyer Personal Data.</p> <p>1.3 not analyse, share, give access to or process Buyer Personal Data for any other purpose than to supply the Services, unless permitted to do so in writing by the Buyer.</p>
Duration of the Processing	<p>This will be for the duration of the Call-Off Contract that is from 30/06/23 until 29/06/26 and then from 30/06/26 until 29/06/27 should the Extension option be exercised.</p>
Nature and purposes of the Processing	<p>Personal information is processed in order to operate a government property database (asset register). The purpose of the database is to enable the government property estate to be managed efficiently and transparently, ensuring statutory reporting obligations around both the efficiency and sustainability of the estate are met.</p>
Type of Personal Data	<p>Login in details for platform users: Names, official email addresses, official telephone numbers, official mobile numbers and department/organisation</p> <p>Additionally the names, addresses and telephone numbers of landlords/tenants or representatives will also be processed as part of the platform function</p>

<p>Categories of Data Subject</p>	<p>Cross-Government and Arms Length Body employees, local authority and devolved admin employees, to enable them to administer government property.</p> <p>Landlords/tenants and/or their representatives who rent and/or occupy property from public sector organisations.</p>
<p>Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p>In the event of Call-Off Contract end/termination, personal information will be returned to the Controller by secure means and where not possible information will be securely destroyed.</p>

Annex 2: Joint Controller Agreement - NOT USED

1. Joint Controller Status and Allocation of Responsibilities

- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 7 (Where one Party is Controller and the other Party is Processor) and paragraphs 17 to 27 of Schedule 7 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [**select: Supplier or Buyer**]:
- (a) is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the UK GDPR regarding the exercise by Data Subjects of their rights under the UK GDPR;
 - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
 - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the UK GDPR;

- (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the UK GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
- (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the **Buyer's** privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).

1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a Data Subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.

2. Undertakings of both Parties

2.1 The Supplier and the Buyer each undertake that they shall:

- (a) report to the other Party every 3 months on:
 - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);
 - (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
 - (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
 - (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
 - (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses 2.1(a)(iii) to (v)

to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;

- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its Personnel who have access to the Personal Data and ensure that its Personnel:
 - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
 - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;
 - (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
 - (i) nature of the data to be protected;
 - (ii) harm that might result from a Data Loss Event;
 - (iii) state of technological development; and
 - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the

request of a Data Subject all the Personal Data relating to that Data Subject that it holds; and

- (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.

2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

3. Data Protection Breach

3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:

- (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation; and
- (b) all reasonable assistance, including:
 - (i) co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
 - (ii) co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
 - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach; and/or
 - (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.

3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any

such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:

- (a) the nature of the Personal Data Breach;
- (b) the nature of Personal Data affected;
- (c) the categories and number of Data Subjects concerned;
- (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
- (e) measures taken or proposed to be taken to address the Personal Data Breach; and
- (f) describe the likely consequences of the Personal Data Breach.

4. Audit

4.1 The Supplier shall permit:

- (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
- (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 UK GDPR by the Supplier so far as relevant to the Contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.

4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

5. Impact Assessments

5.1 The Parties shall:

- (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
- (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the Contract, in accordance with the terms of Article 30 UK GDPR.

6. ICO Guidance

- 6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant Central Government Body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant Central Government Body.

7. Liabilities for Data Protection Breach

[Guidance: This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:

- (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
- (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of

these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or

(c) if no view as to responsibility is expressed by the Information

Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clause 32 of the Framework Agreement (Managing disputes).

7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.

7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):

(a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;

(b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and

(c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.

7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.

8. Termination

- 8.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (Joint Controller Agreement), the Buyer shall be entitled to terminate the Contract by issuing a Termination Notice to the Supplier in accordance with Clause 5.1.

9. Sub-Processing

- 9.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
- (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the Contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
 - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

10. Data Retention

- 10.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the Contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.