

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	PHRF10013179
Call-Off Contract reference	CGI_CMA_010424
Call-Off Contract title	Fully Managed Payroll Service
Call-Off Contract description	Fully Managed Payroll Service
Start date	1 st April 2024
Expiry date	31 st March 2027
Call-Off Contract value	Volume based as described in Schedule 2
Charging method	Monthly in arrears
Purchase order number	To be confirmed on contract start date

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

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

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

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

From the Buyer	Competition & Markets Authority (CMA) The Cabot 25 Cabot Square London, E14 4QZ
To the Supplier	CGI IT UK Limited 20 Fenchurch Street 14th Floor London, EC3M 3BY Company number: 947968
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 st April 2024 and is valid for 36 months.
Ending (termination)	Following the initial 36-month Term of this Call-Off Contract, the Buyer shall be entitled to terminate this Call-Off Contract for convenience by serving no less than 90 Days written notice to the Supplier. For the purpose of this Call-Off Contract, clause 18.1 shall not apply. The notice period for the Supplier needed for Ending the Call-Off Contract is at least 30 Working Days from the date of written notice for undisputed sums (as per clause 18.6).
Extension period	This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier no less than 90 days written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below. 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. If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: • Lot 2: Cloud software
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: Cloud based Fully Managed Payroll services for approximately 1100 employees.
Additional Services	The following additional requirements have been identified by the Buyer to be progressed through the term of this Agreement.
Location	The Services will be delivered to The Cabot, 25 Cabot Square, London, E14 4QZ. From Suppliers UK premises. CGI operates a shared service which is delivered from 2 locations. • Unilever House, Springfield Drive, Leatherhead. KT22 7GR. • Soapworks, Colgate Lane, Salford Quays. Manchester M5 3LZ
Quality Standards	The quality standards required for this Call-Off Contract are: • ISO9001 • ISO22301 • ISO27001 • ISO27701Cyber Essentials • Cyber Essentials plus accredited • CREST • CHECK accredited penetration testers
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are the Supplier's standard commercial standards

	(https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92304/176826590308809-service-definition-document-2022-05-16-1940.pdf)
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are described in Appendix 1 of Schedule 1.
Onboarding	The onboarding plan for this Call-Off Contract will be a continuance of the existing service and no additional implementation effort is required.

Offboarding	The offboarding plan for this Call-Off Contract is as follows: • Upon notice of termination or prior to expiry of this Call-Off Contract, Supplier shall develop an Exit Plan chargeable on a time and materials basis at Supplier's then prevailing rates. This plan shall include details and formats of the relevant data exchange between Supplier and Buyer or any Replacement Supplier. Typically, the data format will be defined by the Buyer and Supplier will provide a quotation accordingly. • The plan shall be submitted to the Buyer together with formal quotations for any additional work required to affect the transfer of Service, for acceptance and sign-off by the Buyer. Supplier shall commence work on the exit services only once this plan has been agreed between the parties. • All work undertaken in accordance with this Exit Plan, shall be chargeable to the Buyer on a time and materials basis and shall be payable monthly in advance in accordance with the quotation provided to and approved by the Buyer. • In the event the Buyer ceases to process using the Services prior to the expiry of the Agreement (other than in consequence of exercising a right to terminate under this Call-Off Contract), a termination fee shall be payable by Buyer to the Supplier for each full or part month remaining of the Term, as outlined in Schedule 2
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	• [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Insurance	The Suppliers insurance(s) required will be: • a minimum insurance period of 1 year following the expiration or Ending of this Call-Off Contract: • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law); • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	The Buyer is responsible for those items detailed in Schedule 1.
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is via BACS
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears to the invoice address stated in the Call-Off Contract order form, or as otherwise agreed with Supplier. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be addressed and sent to: invoices@cma.gov.uk The Cabot, 25 Cabot Square, London E14 4QZ

Invoice information required	All invoices must include: • Project Reference • PO Number(s) • Breakdown of details related to costs
Invoice frequency	Invoices will be sent to the Buyer monthly
Call-Off Contract value	The total value of this Call-Off Contract is Volume Based, as described in Schedule 2.
Call-Off Contract charges	The breakdown of the Charges is outlined in Schedule 2, in accordance with core ePayfact 2.0 Payroll Pricing Matrix.

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: • In accordance with Schedule 1, the Supplier shall provide the Services to meet or exceed the Service Levels and any failure to meet the Service Levels shall entitle the Buyer to Service Credits calculated in accordance with the provisions of Schedule 1 Part 3. • In accordance with Schedule 1, the Supplier shall implement all measurement and monitoring tools and procedures necessary to measure and report on the Supplier's performance of the Services against the applicable Service Levels at a level of detail sufficient to verify compliance with the Service Levels. • In accordance to Call-Off Contract clause 6 and Schedule 1 (Part 1, clause 4); Supplier shall develop, review, change and maintain a BCDR Plan in respect of the Services. This shall, unless otherwise required by the Buyer in writing, be based upon ensuring continuity of the Supplier's business processes and operations in circumstances of service disruption or
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	failure and for restoring the services through business continuity and, as necessary, disaster recovery procedures.
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	• Clause 12.2 shall be replaced with the following: 12.2 The Supplier must provide reasonable and timely assistance (at the Buyer's expense) with any complaint or request for Buyer Personal Data including by: • Clause 33 'Data Protection (GDPR)' shall be updated to include the following: 33.2 The Buyer acknowledges that the Supplier is reliant on the Buyer for direction as to the extent to which the Supplier is entitled to use and Process the Personal Data. Consequently, the Supplier will not be liable for any claim or enforcement action brought by a third party (including any Data Subjects or regulators) arising from any act or omission by the Supplier at the direction of the Buyer, and the Buyer shall indemnify the Supplier for any related Losses incurred as a result of such claims.

	33.3 The Parties acknowledge and agree that where: a) the Supplier has advised or advises the Buyer on how the Supplier can best provide the Services and facilitate the Parties' compliance with their obligations in accordance with the Data Protection Legislation, including measures designed to comply with Article 32 of the GDPR (Security of Processing) and protect Personal Data against a Personal Data Breach, or makes recommendations related to such compliance (including as to enhanced or different service offerings or design recommendations, and b) the Buyer fails or chooses not to implement the Supplier's advice or recommendation; the Supplier will not be liable for any claim or enforcement action brought against either the Supplier or the Buyer by a third party (including any Data Subject or regulator) arising from any such failure and the Buyer shall indemnify the Supplier for any related Losses to the extent incurred as a result of such failure.
Personal Data and Data Subjects	Only Annex 1 of Schedule 7 is being used
Intellectual Property	N/A
Social Value	N/A

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

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

Signed	Supplier – CGI IT UK Limited	Buyer – Competition & Markets Authority
Name		
Title		
Signature		
Date		

- 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 Benefits Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 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. 3
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.

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

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:

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

- 9.7 The Supplier will notify CCS and the Buyer as soon as possible if any insurance policies have been, or are due to be, cancelled, suspended, Ended or not renewed.
- 9.8 The Supplier will be liable for the payment of any:
- 9.8.1 premiums, which it will pay promptly
 - 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

10. Confidentiality

- 10.1 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-risk-managementapproach> 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).

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

4.6, the
24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 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
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

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

31. Collaboration

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

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

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

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

32. Variation process

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

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, 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 Supplier shall deliver the Services and Deliverables detailed in this Schedule 1.

PART 1 - SUPPLIER SOLUTION

1. Software Platform

The Supplier will deliver the Services using the following software platform:

- ePayfact
- iPayview

2. Core Aspects

The Supplier solution shall contain the following core aspects:

Core Payroll Aspects:	Functionality available:
Electronic payslips are provided by default / paper payslips by agreement only and POA	X Electronic payslips are the default and available via the Supplier hosted iPayview
Ability to cater for Grading/band structure flexibility across Buyers.	X
Ability to apply bulk application of changes i.e. change of location, salary increases.	X
Ability to split payments to different banks or building societies.	X
Provision of reporting at different levels i.e. Cost Centres, Account Codes, Activity Codes, Expenditure Codes, Project Codes depending on Buyer requirements.	X But may require bespoke development
Ability to offer training, test environments and parallel running prior to delivery of live payroll services.	X

3. Methods of Access

3.1 The Supplier will deliver the software platforms on a software-as-a-service (SaaS) basis. The Supplier will host the service; provide infrastructure and application management, backups, security and disaster recovery.

3.2 The Buyer shall provide the following hardware and software:

All Buyer systems must comply with the minimum operating system requirements as issued by the ePayfact Helpdesk from time to time.

The Supplier will host ePayfact and iPayview. The Supplier will be responsible for business continuity and disaster recovery.

4. Disaster Recovery and Business Continuity

4.1 The Supplier's high-level Disaster Recovery plan includes the following provisions:

- 4.1.1 The service will operate across two physically separate data centres to enhance resilience;
- 4.1.2 In the event of a disaster at one site the Supplier will use the resources at the second site to continue the operation of the service at 70% capacity;
- 4.1.3 The Supplier's people are trained and rehearsed in operating the plans to enable the services to be swiftly brought back into operation either in the normal location or at an alternative site;
- 4.1.4 The Recovery Time Objective (RTO) for the service is 48-hours from invocation, which is the maximum time allowed for recovery of the function or service following an interruption; and
- 4.1.5 The Recovery Point Objective (RPO) for the service is 24-hours with data being recovered from the previous working day's backup.

PART 2 – SERVICES AND DELIVERABLES

1. Introduction

- 1.1 This Part 2 details the Services and Deliverables to be delivered by the responsible party indicated within the Schedule.
- 1.2 The parties shall undertake their obligations as detailed in this Schedule 1, Part 2. In the event of any action of inaction of a party to undertake any of its obligations in accordance with this Call-Off Contract the other party shall meet its general duty to mitigate its losses.
- 1.3 The parties have agreed the Services and Deliverables as described in all of Schedule 1 form the scope of the Supplier's supply.

2. Implementation plan (Not Applicable)

3. Ongoing Services

3.1 Reports

- 3.1.1 The Payroll Service includes a comprehensive standard pack of reports providing the Management Information necessary for operation and reconciliation of the payroll process. This includes:

- All statutory reporting obligations;
- Reports for BACS reconciliation and third-party payments;
- HMRC payovers;
- Auditing;
- Pensions; and
- Standard costing reports.

- 3.1.2 The Supplier will update the standard report pack when it is impacted by statutory changes and provide these changes to all Buyers free of charge.

- 3.1.3 All reports are provided as electronic files by default.

3.2 Data Provision, Retention and retrieval

- 3.2.1 All data provided by the Buyer will be in an agreed electronic format. Should there need to be a reason to deviate from electronic submission, it must be agreed in advance between the Buyer, Third parties and Supplier as applicable.
- 3.2.2 The Supplier will retain hard copy (paper) data as working documents for up to three months and then archive it in an off-site storage facility. Such data will be stored in line with the retention periods detailed below and in accordance with the statutory obligations for the retention of data.
- 3.2.3 Electronic data in application systems will be retained in line with statutory guidelines and as described below.

- 3.2.4 All electronic/magnetic/optical media used for the storage or processing of protectively marked or otherwise sensitive information will be disposed of or sanitised in accordance with HMG IA Standard No. 5 – Secure Sanitisation of Protectively Marked or Sensitive Information.
- 3.2.5 Paper records will be disposed of by an approved sub-contractor and a destruction certificate is provided.
- 3.2.6 The data controller (Buyer) must instruct the data processor (Supplier), in writing, how they require the Supplier to handle the destruction of its personal data therefore no action will be taken without instruction from the Buyer.
- 3.2.7 **Retention Periods:**
- 3.2.7.1 The retention periods for certain records have a statutory basis and are minimum periods to satisfy the appropriate legislation. These will be the periods of retention the Supplier will adhere to for these data items.
- 3.2.7.2 For data which has no current statutory measure in place, the Supplier will use the CIPD recommended document retention periods.
- 3.2.7.3 The Buyer may elect to retain ePayfact pay data for any period without additional charge. Any requirements to retain any other data beyond the statutory recommended period of retention will be subject to charge.
- 3.2.8 To retrieve data once it has been archived to offsite storage, the Buyer will request in writing details of the data required and, on receipt of this formal request, the Supplier will arrange for its retrieval and onward despatch to the Buyer. Associated charges that the Buyer may be charged for the preparation and return of old/ archived information will be discussed at the time of the request and are generally limited to transportation and data handling charges, based on volumes. A minimum of 72 hours' notice is required for the retrieval of archived data.
- 3.2.9 System backup tapes will be stored in a format suitable for access only via the appropriate application system. Freestanding data will be available directly to the Buyer as is, for example, scanned or paper data.
- 3.2.10 The Supplier will provide a summary of all archived data and the format in which electronic data will be supplied will be agreed during exit planning. The Supplier will then provide an estimate for its supply in the required format to the Buyer and once approved return this data to the Buyer in the agreed formats.
- 3.2.11 The Buyer must confirm details of all data which is required to be returned and whether any data is to be confidentially destroyed. Any corresponding charges incurred will be borne by the Buyer.

3.3 Helpdesk Services and System Availability

- 3.3.1 The Supplier will provide a single point Help Desk for all technical, system and infrastructure related queries where calls are logged, assigned and referred to 2nd and 3rd level support as required.
- 3.3.2 The Help Desk will be available for Payroll queries and issue resolution between the hours of 08.00 and 18.00 Monday to Friday excluding public holidays in England and Wales ("Helpdesk Core Hours").
- 3.3.3 Supplier's Help Desk will provide the following Services to Buyer's Payroll designated 'super-users':
 - 3.3.3.1 A single point of contact;
 - 3.3.3.2 First point of call resolution where possible;
 - 3.3.3.3 Call logging and monitoring;
 - 3.3.3.4 Liaison with second and third line support as appropriate;
 - 3.3.3.5 The supply of functional support on Payroll solution covering 'how to' questions;
 - 3.3.3.6 Provision of technical troubleshooting on issues within software;
 - 3.3.3.7 Password resets where not already automated within the software; and
 - 3.3.3.8 Undertaking small change activity subject to the appropriate change control procedure.
- 3.3.4 **The Supplier's Technical Support team will provide the following Services:**
 - 3.3.4.1 Technical troubleshooting on issues with connectivity;
 - 3.3.4.2 Database administration;
 - 3.3.4.3 Software upgrades;
 - 3.3.4.4 Performance monitoring; and
 - 3.3.4.5 Capacity planning.
- 3.3.5 **The Buyer can access the Help Desk via the following methods:**
 - 3.3.5.1 Telephone via a dedicated number;
 - 3.3.5.2 Email to a dedicated account;
- 3.3.6 The Supplier continually reviews its services and access methods. As new means of access are introduced these will be made available to Buyers.
- 3.3.7 The payroll service is accessible at all times other than when planned outages have been agreed and notified. Service Levels apply to the period between 0800 to 1800 Monday to Friday excluding Public holidays in England and Wales ("System Core Hours").
- 3.3.8 The standard Help Desk offers a service level of 100% availability during Helpdesk Core Hours.
- 3.3.9 The Payroll System availability is at least 97% during System Core Hours.

- 3.3.10 CGI will routinely undertake planned maintenance outside of System Core Hours and wherever possible will give 30 days' prior written notice. The Supplier has a monthly release process which means a minimum 1 legislative release and a maximum of 12 releases per annum, which will entail a period of planned maintenance during System Core Hours, or outside of these hours if agreed, having given three months' prior written notice. Security updates are also routinely undertaken as part of this planned maintenance. Unplanned outages can occur which will affect availability. Examples of unplanned outages include Disaster Recovery (DR) and Business Continuity (BC) invocation.
- 3.3.11 The Supplier's Help Desk will notify all Buyers of any application maintenance that will affect the availability of the Service. The following core principles will apply to the scheduling of application maintenance:
- 3.3.12 The Supplier will use reasonable efforts to apply patches and upgrades between 19.00 and 07.00 Monday to Friday or during weekends;
- 3.3.13 Planned maintenance is scheduled to take into account time-critical periods in peak processing for the services delivered (e.g. payroll); and
- 3.3.14 The hosted Services are a shared service solution and as a result the Supplier will be responsible for scheduling maintenance in line with the above guidelines.
- 3.3.15 The Supplier's Help Desk will notify Buyers of any steps that they need to take pre or post upgrade. The actions required by the Buyer will vary depending on the platform and service type chosen.
- 3.3.16 The Supplier's Help Desk will notify the designated support contact for the Buyer in writing via e-mail of any scheduled downtime at least twenty working days prior to the outage. For emergency downtime, 24-hours' notice will be provided where possible, but the Supplier will at all times focus on the need to provide a secure fully functional service and therefore may need to reduce the notice period in an emergency situation.
- 3.3.17 Unplanned outages can occur which will affect availability.
- 3.3.18 Where the Supplier is responsible for hosting, it will be responsible for availability of the System up to the boundary of the Supplier's connection with PSN, leased line or the Internet. In the event of a failure in the Buyer's IT infrastructure, any third-party system or connection failure the Buyer will experience a loss of connectivity to the Supplier system, even though the Supplier system will still be available.

3.4 Service Reviews

- 3.4.1 Service review meetings will be held quarterly unless varied by mutual agreement. The agenda for the meeting will include:
- Review of last meetings minutes and actions;

- Review of service in the period, contracted KPIs and an informal, more subjective view also. This section will also include, as necessary, a review of open issues logged via the Help Desk including a copy of the Help Desk log;
 - A service planning section to ensure any unusual or particular events are catered for in advance (typically these may be pay awards, organisational or cost code structure changes, bulk transfers for example);
 - A review of authorised signatories to ensure that the Supplier's record is up to date and representatives are still appropriate for their authority levels.
- 3.4.2 The Supplier Client Engagement Manager or Payroll Service Manager will attend service review meetings together with appropriate representatives from the service teams, usually the named contact but, depending on the venue and topics for discussion, will also include the Service Delivery Manager and/ or representatives from the Help Desk and Support teams.
- 3.4.3 The Buyer will endeavour to ensure attendance from appropriate Buyer representatives with those responsible for the Call-Off Contract, day-to-day service and if appropriate the HR/ Finance Director.
- 3.4.4 The venue for the Service Review Meetings will alternate between Supplier and Buyer sites. Teleconference meetings will be used by mutual agreement as an alternative.
- 3.4.5 The process for recording and dealing with outputs from service review meetings will be as follows:
- The Client Engagement Manager or Payroll Service Manager (unless the Buyer wishes to do so) will produce minutes of the meeting, including any telephone conference meetings;
 - A list of agreed actions and an issues log/ register will be produced to record all issues. The Supplier will use an issue management system on the Help Desk as the primary source for recording issues and reviewing open items to ensure a single up to date version;
 - All issues will be tracked at each Service Review to ensure their action to closure; and
 - Outcomes and progress will be recorded in the minutes and associated actions taken to communicate to the team as appropriate.

3.5 Buyer Satisfaction

- 3.5.1 The Supplier's service teams monitor service routinely and measure against the contracted KPIs producing a report for Buyers to verify performance on a monthly basis.
- 3.5.2 Every quarter, or as agreed, a review against the contracted KPIs will take place at the Service Review meetings and the Supplier will informally seek the Buyer's subjective view of the Service. Items raised during these meetings will be tracked through minutes taken to ensure they are resolved to the Buyer's satisfaction.

3.5.3 The Supplier shall provide a Client Satisfaction Assessment Programme (CSAP) to independently review service performance.

4. Obligations

4.1 Each party shall deliver its obligations as detailed in the following table:

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Employee referrals	
Administer Employee referral process and 'Recruitment Bounty'. Where a payroll only service is provided this refers solely to the payment of a sum determined and provided by the HR department. For a semi-managed service, the price for this service is provided in "Other Payroll Costs" and will be payable in addition to the base service price.	Supplier
Benefits administration	
Input & check "Transfer In" employees from other Central Government payrolls within the Consortium, including absence data	Supplier
Input & check "Transfer In" employees from other Central Government payrolls outside the Consortium, including absence data subject to additional charge	Supplier
Import payroll data for starters from other payroll systems and standard HR/Personnel systems in an agreed format	Supplier
Reactivate data for re-hires	Supplier
Set up new starter	Supplier
Allocate employee number	Buyer
Check each starter's P45, and starter declaration	Supplier
Take appropriate action if P45, and starter declaration are not valid	Supplier
Report to Buyer if NI number missing	Supplier
Check validity of exceptional NI arrangements	Supplier
Check validity of pension form	Buyer
Ensure bank details supplied	Buyer
Enter & check all data supplied by Buyer for new starters e.g. salary and allowance, contractual hours, grade, employee eligibility status, bank details etc.	Supplier
Action any mid-month pay advances	Supplier
Calculate, pro-rate and check 1 st period pay	Supplier
Recovery of any mid-month advance	Supplier
Send P45 and new starter declaration details to the HMRC once payroll has been processed	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Submission and retrieval of data to/from HMRC	Supplier
Probation	
Invoke leaver process if probation failed	Supplier
Calculate any unpaid annual leave adjustments as notified by the buyer subject to additional charge	Supplier
Process Absences - Sickness (All processing includes pro-rating for part-time staff)	
Hold 3 working patterns at employee level (SSP, OSP and Work)	Supplier
Import absence record from HR system, spreadsheets or other system in agreed format	Supplier
Input & check absence record from form	Supplier
Record start date of sickness absence	Supplier
Record reason for sickness absence	Supplier
Record end date of sickness absence	Supplier
Define entitlement to Civil Service Sick Leave Entitlement for all types of employee, such as permanent, casual, temporary, fixed term etc.	Buyer
Calculate Civil Service Sick Pay	Supplier
Define entitlement to other OSP Sick Leave Entitlement for all types of employee, such as permanent, casual, temporary, fixed term etc.	Buyer
Calculate other occupational sick pay	Supplier
Calculate end dates impending of half pay and no pay both current and retrospective	Supplier
Produce warning reports for impending half pay and no pay for both current and retrospective where in scope of Civil Service Absence scheme	Supplier
Amend sickness absence dates on request	Supplier
Recalculate amended sickness absence based on sick pay rules	Supplier
Input absence out of chronological sequence & system recalculate Civil Service Sick Pay or other OSP Pay	Supplier
Delete previously entered absence & system recalculate Civil Service Sick Pay or other OSP Pay	Supplier
Produce adjustments for Penserver interface	Supplier
Produce adjustments for payroll costs (General Ledger)	Supplier
Obtain self-certification or medical certificate where appropriate	Buyer
Chase missing self-certification or medical certificate	Buyer

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Monitor entitlement to Statutory Sick Pay, according to current legislation	Supplier
Check earnings over previous 8 weeks	Supplier
Check maximum SSP payment period not exceeded (28 weeks)	Supplier
Check qualifying days	Supplier
Check linked PIW	Supplier
Calculate Statutory Sick Pay	Supplier
Complete SSP1 Form if employee not eligible for SSP	Supplier
Forward SSP1 Form and certificate to employee	Buyer
Supply information for industrial injury claims	Supplier
Supply information for personal injury claims	Supplier
Confirm holiday entitlement on return from long-term absence	Buyer
Process sick pay at pension rate payments	Supplier
Update extension of sick absence beyond the prescribed maxima	Supplier
Pro-rate sickness entitlement for part-time employees according to days worked	Supplier
Action any relevant pay level changes	Supplier
Process Absences – Maternity, Adoption, Paternity and Parental Leave (All processing includes pro-rating for part-time staff)	
Receive and check MATB1, SC3, SC4, Matching Certificate or equivalent form	Supplier
Return MATB1, SC3, SC4, Matching Certificate or equivalent form if form incomplete	Supplier
Monitor entitlement to Civil Service Maternity/Adoption/Paternity Pay/Shared Parental Leave	Supplier
Input maternity EWC date, Paternity leave start date, Adoption placement date and match notification date	Supplier
Calculate Civil Service Maternity, Adoption, Shared Parental Leave or Paternity Pay schemes	Supplier
Amend maternity EWC date, Paternity leave start date, Adoption placement date and match notification date	Supplier
Recalculate Civil Service Maternity/Adoption/Paternity Pay/ Shared Parental Leave and SMP/SAP/SPP	Supplier
Monitor eligibility to Statutory Maternity/Adoption/Paternity and Shared Parental Leave pay	Supplier
Complete form SMP1 if employee not eligible to Statutory Maternity Pay	Supplier
Forward SMP1 if employee not eligible to Statutory Maternity Pay to employee	Buyer

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Calculate and check Statutory Maternity/Paternity/Shared Parental Leave & Adoption Pay according to current legislation	Supplier
Check earnings in set period for higher-rate Statutory Maternity Pay	Supplier
Input return date and terms for maternity, paternity/Shared Parental Leave, parental and adoption returner	Supplier
Process Absences - General (All processing includes pro-rating for part-time staff - ½ days and hours)	
Hold working patterns at employee level to determine working days	Supplier
Import employee absence data from HR system, spreadsheets or other systems HR in agreed format	Supplier
Process absence data completed on line by employee via employee self service)	Buyer
Input absence record from form	Supplier
Record start date of absence	Supplier
Record reason for absence	Supplier
Record end date of absence	Supplier
Define entitlement to pay	Buyer
Calculate pay or no pay	Supplier
Produce absence warning reports, as and when required	Supplier
Amend absence dates	Supplier
Recalculate pay/no pay	Supplier
Input absence out of chronological order	Supplier
Recalculate pay/no pay for absence input out of chronological order	Supplier
Delete previously-entered absence	Supplier
Recalculate pay/no pay for previously entered absence	Supplier
Distinguish between reckonable and non-reckonable absences	Supplier
Provide information for Pension provider	Supplier
Produce adjustments for Penserver interface	Supplier
Produce adjustments for payroll costs (General Ledger)	Supplier
Process Absence - Career Break / Long-term Special leave	
Input absence record from form	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Record start date of absence	Supplier
Record reason for absence	Supplier
Define entitlement to pay	Buyer
Calculate pay or no pay as informed by buyer	Supplier
Amend absence dates	Supplier
Recalculate pay/no pay	Supplier
Input absence out of chronological order	Supplier
Recalculate pay/no pay for absence input out of chronological order	Supplier
Delete previously-entered absence, & recalculate pay/no pay	Supplier
Distinguish between reckonable and non-reckonable absences	Supplier
Produce adjustments for Penserver interface	Supplier
Produce adjustments for payroll costs (General Ledger)	Supplier
On return enter / update terms of new role as instructed by the buyer	Supplier
On return, record end date for absence	Supplier
Process HR & Payroll data from Buyer	
Receive electronic HR and payroll employee data from Buyer in agreed format	Supplier
Receive paper HR and payroll employee data from Buyer	Supplier
Initiate import facility for data supplied on electronic file	Supplier
Key in data supplied on paper	Supplier
System validates data online	Supplier
Report anomalies and data rejected by a validation process to the Buyer	Supplier
Check all data entered	Supplier
Discuss/review queries, anomalies and data rejected by the validation process with the Buyer	Supplier
Amend rejected data where appropriate	Supplier
Enter validated changes to the database by individual, group or all employees	Supplier
Update working patterns where necessary	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Process statutory transactions (Includes HMRC, Contributions Agency, Courts, Office for National Statistics and Student Loan Office)	
Receive and process valid P45, and New Starter Declarations	Supplier
Validate previous taxable pay and tax paid to date figures	Supplier
Report any anomalies on taxable pay and tax paid to date figures to HMRC	Supplier
Clarify any anomalies with HMRC and upon formal notification from them, amend tax code	Supplier
Receive and process court orders	Supplier
Check current employee, execution date, protected earnings and administration charge on court orders	Supplier
Produce warning message if court order cannot be taken	Supplier
Advise courts that court order not deducted	Supplier
Send payments to courts	Supplier
Receive Student Loan/Post Graduate loan notifications	Supplier
Check if current employee and start/stop date	Supplier
Deduct/Cease student loan/Post Graduate loan I	Supplier
Receive & process valid age exception and certificate of election cards	Supplier
Age exception and certificate of election cards returned to employee on leaving if held	Supplier
Produce annual report for Certificate of election to Buyer for confirmation that right still exists	Supplier
Amend reduce liability NI table letter dependant on response from Buyer to annual report	Supplier
Receive & process valid CA2700 NI deferment forms	Supplier
Apply standard NI table letter contributions in April each year for employees that have not supplied a new CA2700 form for the current tax year	Supplier
Process payroll data from third parties (e.g. voluntary deductions etc.)	
Receive electronic data from third party in agreed format	Buyer
Receive paper data from third party	Buyer
Initiate import process for third party data supplied by Buyer via electronic file	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Input third-party data supplied by Buyer on paper	Supplier
Validate data online	Supplier
Report successful transactions and data rejected by the validation process	Supplier
Discuss/review queries, anomalies and data rejected by the validation process with the Buyer	Supplier
Amend rejected data where appropriate	Supplier
Make validated changes to the payroll database by individual, group or all employees	Supplier
Process pay awards, salary changes, promotions and pension increases (All processing includes pro-rating for part-time staff)	
Initiate the import of new allowances and contractual payments from HR system, spreadsheets or other systems in agreed format	Supplier
Input new salary for an employee, group of employees or all employees	Supplier
Input new spine points	Supplier
Implement new spine points	Supplier
Calculate pay for new spine points including arrears	Supplier
Input new grade ranges	Supplier
Implement new grade ranges	Supplier
Calculate pay for new grade ranges including arrears	Supplier
Input incremental/progression uplifts with Buyer ability to suppress	Supplier
Report of increments due prior to processing	Supplier
Implement incremental / progression uplifts	Supplier
Calculate pay for incremental / progression uplifts including arrears	Supplier
Input grade change/promotion for employee	Supplier
Allocate appropriate allowances for new grade and deselect allowances that apply to old grade from data supplied	Supplier
Input future-dated pay awards/changes/promotions	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Process above in appropriate pay period	Supplier
Process pay awards for an individual, a group of employees or all employees (after pay award data input)	Supplier
Report if new salary decreased, outside grade range or above/below pre-set limits	Supplier
Validate new salary with Buyer if salary decreased, outside range or above/below pre-set limits	Supplier
Amend new salary where appropriate	Supplier
Process backdated pay awards and report details to Buyer - after data input	Supplier
Re-assess new salary and calculate arrears of pay - after data input	Supplier
Re-assess allowances and calculate arrears of pay - after data input	Supplier
Re-assess overtime and other timesheet data and calculate arrears of pay	Supplier
Re-assess absence history and calculate arrears of pay	Supplier
Process backdated pay awards for leavers	Supplier
Validate backdated pay awards for leavers on-line	Buyer
Input and check pay data for fee-paid employees	Supplier
Revise grade range salary if required	Supplier
Process allowances and contractual payments (All processing includes pro-rating for part-time staff)	
Initiate Import process for new allowances and contractual payments from HR system, spreadsheets or other systems in agreed format	Supplier
Input new allowance values	Supplier
Implement new allowance values	Supplier
Calculate new allowances including arrears	Supplier
Input new contractual payment values	Supplier
Implement new contractual payment values	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Calculate new contractual values including arrears	Supplier
Input future-dated allowance and contractual payment values	Supplier
Process above in appropriate pay period	Supplier
The system to accept unlimited number of changes per employee per pay period and calculate pay including arrears	Supplier
Process new allowance and contractual payment values for an employee, a group of employees or all employees	Supplier
Amend new allowance or contractual payment value where appropriate	Supplier
Process backdated changes and supply information on-line for checking.	Supplier
Re-assess allowances and calculate arrears of pay	Supplier
Re-assess contractual payments and calculate arrears of pay	Supplier
Re-assess absence history and calculate arrears of pay	Supplier
Check all backdated and re-assessed allowance values	Supplier
Process Compensatory Grant for starters and/or leavers, excluding NI as notified by the buyer	Supplier
Process temporary payments (Includes overtime, travel time, expenses)	
Initiate import process from HR system, spreadsheets or other system in agreed format	Supplier
Calculate timesheet, travel time and expenses data completed online by employee	Supplier
Input temporary data from timesheet, travel time and expenses forms (hours or amount)	Supplier
Check necessary authorisation for timesheet, travel time and expenses forms	Buyer
Split allocation of time and/or amount to various cost centres/account code(s)/job code(s)	Supplier
Allow multiple entries of data per employee	Supplier
Input amendment and/or deletion of timesheet records prior to payroll close down	Supplier
Allow the ability to limit overtime entry to eligible employees only by parameter	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Report if overtime exceeds predetermined levels for hours/value - Buyer to provide parameters, supplier to supply report	Buyer/Supplier
Validate overtime entries that exceed predetermined levels for hours/value	Supplier
Retain and calculate overtime by specific rates and/or cap overtime rates where appropriate	Supplier
Calculate overtime payments in accordance with pay rules parameters	Supplier
Calculate travel time payments in accordance with pay rules parameter	Supplier
Permit breakdown of expense types, e.g. subsistence, accommodation and ability to calculate	Supplier
Check temporary data input from timesheet, travel time and expenses forms (hours or amount) for any rejections	Supplier
Process advances (Includes Mid-month, Holiday, Xmas)	
Receive authorised advance request.	Supplier
Check advance request meets pay rules (as provided)	Supplier
Calculate amount of mid-month advance for starters based on pay rules (as provided)	Supplier
Input amount of advance	Supplier
Generate and process BACS transaction for Advance payment	Supplier
System to permit automatic recovery advance from gross/net pay in appropriate pay period	Supplier
Produce adjustments for payroll costs (General Ledger) if required	Supplier
Process Loans (Includes Bicycle, Car Park and Season Tickets)	
Receive authorised loan request form	Supplier
Input loan advance as instructed by buyer	Supplier
Input balance of loan and period deduction in line with requested start and end date on form	Supplier
System to permit recovery of loan on period-by-period basis	Supplier
Report outstanding balance of loan when employee leaves if applicable	Supplier
Process Payroll Calculations in accordance with specified rules	
Enable calculations to be overridden by the Buyer (with appropriate authority level)	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Apply all pre-dated and current dated transactions	Supplier
Calculate all arrears of pay including salary, allowances, contractual payments, overtime, pension contributions, sick pay etc.	Supplier
Calculate "Marked Time" payments	Supplier
Calculate reserved rights payments (protected salary)	Supplier
Pro rate gross payments for part-time staff according to the number of hours for the pay group or the employee	Supplier
Calculate overtime, travel time payments according to Buyer pay rules and hours worked by the employee	Supplier
Calculate Local Government Sick Pay and Maternity Pay	Supplier
Calculate Civil Service Sick Pay and Maternity Pay	Supplier
Calculate Statutory Sick Pay	Supplier
Calculate SMP SAP, SHPP & SPP	Supplier
Produce pay revision & overtime re-assessment reports for checking	Supplier
Produce audit reports for checking	Supplier
Produce error reports for checking	Supplier
Provide on-line messaging facility on employees payslip	Supplier
Provide facility for preview/trial payroll runs subject to additional charge	Supplier
Process statutory and voluntary deduction	
Calculate PAYE according to current legislation	Supplier
Calculate NI according to current legislation	Supplier
Calculate court order deductions in accordance with court instructions and current legislation	Supplier
Calculate student/ postgraduate loan deductions in accordance with notification and current legislation	Supplier
Calculate Give-As-You-Earn contributions accordingly to employee instructions and current legislation	Supplier
Calculate pension contributions	Supplier
Process voluntary deductions according to Buyer's rules and employee notification - once details have been input	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Process recovery gross and net overpayments from previous pay periods - once details have been entered	Supplier
Process salary-sacrifice deductions based on legislative rules & according to Buyer's rules and employee notifications	Supplier
Process deduction values based on percentage deductions - once details are supplied by Buyer	Supplier
System to permit negative payment report as a deduction	Supplier
Calculate banded deductions - take deductions based on the salary band that an employee falls into - once details are supplied by Buyer	Supplier
Enter addition, suspensions or deletions to deductions	Supplier
System to permit the facility to add, suspend or delete deductions	Supplier
System to calculate deduction arrears where required	Supplier
Process & Calculate standard amount deductions - once details have been entered	Supplier
Process pension, AVC, added years and Widows Pension Scheme ("WPS") Update (Includes insert, amend and delete)	
Enter appropriate pension-scheme membership details - once details are supplied	Supplier
Update appropriate pension-scheme membership details - once details are entered	Supplier
Update Pension Banding table as required	Supplier
Calculate Pensionable pay and appropriate banding and apply as appropriate	Supplier
Check eligibility to join PCSPS scheme based on pay rules	Buyer
Calculate pension contributions in accordance with PCSPS rules	Supplier
Pro-rate pension contributions for starters and leavers	Supplier
Process backdated joining of pension scheme in accordance with Legislation	Supplier
Enter added years contributions - once details are supplied	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Calculate added years contributions - once percentage or cash values are supplied by Buyer	Supplier
Calculate Additional Pension contributions - once percentage or cash values are supplied by Buyer	Supplier
Calculate WPS / Premium, Alpha & Nuvos contributions	Supplier
Enter, update and calculate AVC membership details and rates - once details are supplied	Supplier
Enter, update and calculate stakeholder membership details - once details are supplied	Supplier
Produce electronic interface to PenServer	Supplier
Calculate pension contributions in accordance with Partnership pension rules	Supplier
Unscramble pension contributions in relation to the opt out ruling	Supplier
File Partnership & AVC scheme details on line, subject to additional charge	Supplier
Produce monthly pension reconciliations	Supplier
Produce monthly ASLC breakdown report and despatch to Cabinet Office	Supplier
Action Employers' Pension Notices - once details are supplied	Supplier
Calculate Net Pay	
Ability to have multiple payrolls and/or split payrolls into specific groups	Supplier
Calculate gross to net payments	Supplier
Split employee net pay between more than one bank/building society account	Supplier
Produce report of employee exceptions e.g. zero or negative net pay, tax rebates, BACS rejections etc.	Supplier
Produce BACS Schedule report by employee	Supplier
Produce Cheque/Cash listing by employee	Supplier
Produce payment/deduction & employers cost report by employee and sub-totals	Supplier
Produce payment/deduction & employers cost total summary report	Supplier
Produce HMRC payment-over report	Supplier
Produce pension report detailing employee & employers' contribution by scheme by employee	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Payroll Output	
Select and produce reports required	Supplier
Produce payslip for each employee detailing all payments and deductions and cumulative figures to date in agreed format and including Buyer logo if required	Supplier
Despatch payslips to nominated locations or employee home address – by agreement only and POA	Supplier
Ability to produce electronic payslips	Supplier
Produce BACS transaction file of employee net payments and transmit to BACS for processing	Supplier
Produce standard reports	Supplier
Despatch pension interface (PenServer)	Supplier
Despatch General Ledger interface to Buyer	Supplier
Despatch all electronic payroll reports to Buyer	Supplier
Ability to produce reports via “on line” reporting tool.	Supplier
Ability to envelope employee payslips before despatch – by agreement only and POA	Supplier
Despatch leavers P45s in PDF format to Client for onward distribution to employees.	Supplier
Despatch electronic 3rd party reports to specified contacts	Supplier
Despatch monthly BACS reconciliation to Buyer	Supplier
Reconcile BACS report to Payroll	Supplier
Despatch monthly ASLC breakdown to Cabinet Office	Supplier
Despatch monthly KPI reporting statistics to Buyer	Supplier
Provide information for LGPS, PPS and NPPS returns subject to additional charge	Supplier
Payroll pre-Validation and Reconciliation	
Complete monthly reconciliation of payroll	Supplier
Check timesheet report for duplicate entries/rejections	Supplier
Check for rejections on all permanent data	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Check & justify all rejections and warning messages on processing report	Supplier
Employees without NI numbers are highlighted to the Buyer / HMRC	Supplier
Review and check any gross and net pay values outside of pre-set limits	Buyer
Ability to re run payroll or part thereof until validation subject to additional charge	Supplier
Payroll post Validation and Reconciliation	
Check BACS processing date, the BACS user number and bank details	Supplier
Check no BACS rejections	Supplier
Reconcile BACS total agreed with total net pay on payroll list	Supplier
Reconcile deductions and net pay equal to gross pay	Supplier
Reconcile statutory payments and offsets where applicable	Supplier
Check advances recovered in full	Supplier
Check all adjustments to reconciliation report	Supplier
Produce BACS reconciliation report on payroll related transactions	Supplier
Complete HMRC reconciliation of Tax & NI payments over	Supplier
Complete monthly Tax Year-End reconciliations	Supplier
Reconcile pension deductions	Supplier
Earlier Year Updates to be completed as applicable and instructions sent for transmission to HMRC. This requirement is met by the System. An instruction to be sent to CGI to submit change to HMRC	Buyer/Supplier
Third-party Payments	
Gain written authority from Buyer to release payments to third parties, where required.	Supplier
Produce payroll report of third-party deductions	Supplier
Input pay values for third-party payments and date of payment	Supplier
Generate and process BACS transaction for HMRC	Supplier
Generate and process BACS transactions for Courts	Supplier
Generate and process BACS transactions for Pension providers	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Generate and process BACS transactions for voluntary deductions	Supplier
Produce ad-hoc one-off payslips (e.g. underpayments, new starters)	
Input or amend pay details for employee	Supplier
Calculate gross and net pay amounts for employee subject to additional charge	Supplier
Produce payslip for employee subject to additional charge	Supplier
Gain written authority from Buyer to release payments for one off adjustment to pay, where required.	Supplier
Generate and transmit BACS transaction for employee subject to additional charge	Supplier
Produce adjustments for next payroll-processing run subject to additional charge	Supplier
Produce adjustments for pensions interface (PenServer) subject to additional charge	Supplier
Produce adjustments for payroll costs (General Ledger) subject to additional charge	Supplier
BACS Recalls and Emergency Payments (including Recoveries and Payroll Adjustments)	
Recall BACS transactions from bank subject to additional charge	Supplier
Revise gross and net pay values using one off payslip functionality subject to additional charge	Supplier
Produce revised copy payslip information for employee subject to additional charge	Supplier
Generate and transmit BACS transaction for employee subject to additional charge	Supplier
Produce adjustments for next payroll processing run subject to additional charge	Supplier
Produce adjustments for pensions interface (PenServer) subject to additional charge	Supplier
Produce adjustments for payroll costs (General Ledger) subject to additional charge	Supplier
Overpayments current payees	
Determine amount of gross overpayment	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Net down overpayment using one-off payslip functionality subject to additional charge	Supplier
Notify payee of overpayment value	Buyer
Advise and agree overpayment and repayment method and period with payee	Buyer
Input overpayment value and period deduction	Supplier
Process recovery overpayment from gross/net pay in appropriate pay period(s)	Supplier
Produce adjustment for payroll costs (General Ledger)	Supplier
Produce adjustments for pension (Penserver)	Supplier
Undertake any corrections for prior year overpayment relating to tax year-end returns subject to additional charge	Supplier
Tax Year-end Processing	
Complete annual reconciliations of the payroll against payments made to the HMRC	Supplier
Input final adjustments	Supplier
Process adjustment run	Supplier
Reconcile adjustment run	Supplier
Process tax year end at Buyer's request	Supplier
Produce a P60 (for all live employees as at 5 April)	Supplier
Provide P60s electronically	Supplier
Produce a P11D as per statutory deadline, by agreement and POA	Supplier
Despatch P11Ds to nominated location by agreement only and POA	Supplier
Provide P11Ds electronically by agreement and POA	Supplier
Produce a P14 for all employees on file	Supplier
Create and release any final 3rd party BACS payments over from the Tax Year-End adjustment run	Supplier
Produce GL file for Tax year-end adjustments subject to additional charge	Supplier
Provide training for tax year-end processing subject to additional charge	Supplier
Pay Queries	
Ability to search on a variety of fields (e.g. Name, Payroll Number, NI Number, Other unique identifier(s))	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Respond to pay queries direct from Buyer's employees	Supplier
Respond to payroll queries from statutory bodies	Supplier
Respond to queries from authorised Buyer staff	Supplier
Respond to queries from authorised third parties	Supplier
Complete requests for pay information from Buyer	Supplier
Update Payroll Parameters ('Update' includes Insert, Amend and Delete)	
Change paycodes and set indicators in accordance with requirements	Supplier
Change pensions and AVC scheme contributions as per buyer requirements	Supplier
Change code tables	Supplier
Change account codes (General Ledger)	Supplier
Change grade details	Supplier
Change allowance values	Supplier
Change contractual payment values	Supplier
Change absence types and illness codes	Supplier
Change spine points and associated indicators	Supplier
Ability to link grades to master table of spinal points	Supplier
Ability to hold grades with minimum and maximum values and use spot point salaries	Supplier
Change Penserver parameters and associated indicators	Supplier
Process Leavers / Off Boarding (All processing includes pro-rating for part-time staff, and includes Death in Service, Dismissal, Redundancies, Retirement and overpayments)	
Process, check and produce OGD form for "Transfer Out" employees from other central Government payrolls	Supplier
Process, check and produce OGD form for "Transfer Out" employees from other central Government payrolls	Supplier
Check outstanding balances on loans and advise if loan cannot be recovered in full	Supplier
Calculate, pro-rate and check final pay in accordance with leave date and terms & conditions	Supplier
Enter any other associated leaving payments	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Deduct outstanding loans in accordance with appropriate pay rules	Supplier
Provide the facility to pay a leaver in either the month of notification of leaving or month of leaving (provided it is submitted in accordance with agreed timetable) e.g. up to the 5th of the following month subject to additional charge	Supplier
Provide the facility to pay a leaver after the month of leaving in accordance with HMRC rules subject to additional charge	Supplier
Produce final payslip	Supplier
Produce Form P45 for leaver	Supplier
Produce final payslip and P45 (if applicable) – dispatch by agreement only and POA	Supplier
Despatch information to pension provider	Supplier
Notify court of outstanding court orders	Supplier
Determine amount of gross overpayment	Supplier
Net down overpayment using one-off payslip functionality subject to additional charge	Supplier
Notify payee of overpayment value	Buyer
Advise and agree overpayment and repayment method and period with payee	Buyer
Amend records if in current tax year (when/if repaid)	Supplier
Produce adjustment for payroll costs (General Ledger)	Supplier
Produce adjustments for pension (Penserver)	Supplier
Service Availability and Access	
Provide service to servers compatible with existing network(s)	Supplier
Control which functions/datasets each user can access	Supplier
Set up usernames and passwords	Supplier
Control access to the system by Buyer staff by password protected usernames	Supplier
Service Management	
Ensure payroll system complies with UK statutory requirements	Supplier
Maintain statistics on key performance indicators and provide error log details for review with Buyer each month	Supplier

COMBINED REQUIREMENTS	
Service Group/Service	Fully Managed
Compile monthly analysis of optional services provided	Supplier
Hold Service Review Meetings at agreed regular intervals	Supplier
Appoint Supplier Service Manager for contract period	Supplier
Provide change control mechanism for implementing process changes requested by Buyer	Supplier
Provide annual payroll processing schedule	Supplier
Provide supplementary runs when required, such as tax year-end amendment run	Supplier
Provide Customer service	
Provide access to Buyer services manned by payroll professionals to answer queries relating to the payroll processes; service to be available on Monday-Friday (except bank holidays) between 9.00am and 5.30pm (or as requested by Buyer)	Supplier
Provide access to dedicated in-house legislation expertise or queries and advice	Supplier
Provide Infrastructure, Technical and Functional Support	
Provide access to support relating to the payroll system and payroll processes; service to be available on Monday-Friday (except bank holidays) between 0800 and 1800	Supplier
Action upgrades to payroll software in line with section 2.3.11 above	Supplier
Extensive help text available on line	Supplier
Access to test/training database and facilities	Supplier
Reporting	
Produce agreed standard Absence Reports	Supplier
Produce agreed standard Payroll reports	Supplier
Produce non-standard ad-hoc reports in agreed format(s) subject to additional charge	Supplier
Provide industry standard reporting tool to interface with standard applications	Supplier

PART 3 - SERVICE LEVELS AND SERVICE CREDITS

1. Scope

This Part 3 sets out the Service Levels which the Supplier is required to achieve when delivering the Services, the mechanism by which Service failures will be managed and the method by which the Supplier's performance of the Services by the Supplier will be monitored. This schedule comprises:

- i) Service Levels;
 - ii) Performance Monitoring; and
- Appendix A - Service Levels and Service Credits.

2. Principal Points

2.1. The objectives of the Service Levels and Service Credits are to:

- 2.1.1. ensure that the Services are of a consistently high quality and meet the requirements of the Buyer;
- 2.1.2. provide a mechanism whereby the Buyer can attain meaningful recognition of inconvenience and/or loss resulting from the Supplier's failure to deliver the level of Service for which it has contracted to deliver; and
- 2.1.3. incentivise the Supplier to meet the Service Levels and to remedy any failure to meet the Service Levels expeditiously.

(i) SERVICE LEVELS

3. Service Levels

- 3.1. The Appendix A of this Part 3 sets out Service Levels the performance of which the parties have agreed to measure.
- 3.2. The Supplier shall monitor its performance of each of the Services referred to in Appendix A by reference to the Service Level(s) for that part of the Service and shall send the Buyer a report detailing the level of service which was achieved in accordance with the provisions of the Performance Monitoring section (ii) of this Part 3.
- 3.3. If, and on each monthly occasion when, the level of performance of the Supplier of any element of the Services during the Call-Off Contract term fails to achieve the Service Level in respect of that element of the Service, then the Buyer shall make a deduction from the Call-Off Contract charges in accordance with Appendix A to this schedule 1 Part 3.
 - 3.3.1. In no event will the total Service Credits applicable in respect of any month exceed 20% of the total value of the invoice for the operational services in the month during which the service failure(s) occurred.
 - 3.3.2. Service Credits shall represent the sole and exclusive remedy in respect of failure to meet the Service Levels.

- 3.3.3. Subject to clause 3.3.2, in the event the Supplier falls below the Service Level Thresholds set for each SLA, in three (3) consecutive months in any twelve (12) month period, the Buyer shall have the option to terminate this Call-Off Contract in accordance with clause 23.4.

(ii) PERFORMANCE MONITORING

1. Principal Points

- 1.1 This Section (ii) provides the methodology for monitoring the Services:
- 1.1.1 to ensure that the Supplier is complying with the Service Levels; and
 - 1.1.2 for identifying any failures to achieve Service Levels in the performance of the Supplier and/or delivery of the Services ("Performance Monitoring System").
- 1.2 Within 20 Working Days of the Commencement Date the Supplier shall provide the Buyer with details of how the process in respect of the monitoring and reporting of Service Levels will operate between the Parties and the Parties will endeavour to agree such process as soon as reasonably possible.
- 1.3 The Buyer may monitor the performance of the Services by the Supplier the continuous improvement and feedback provided through satisfaction surveys, provided that the Buyer shall take all reasonable steps to ensure that such monitoring does not unduly disrupt the business of the Supplier and/or its ability to discharge its obligations under this Call-Off Contract.
- 1.4 The Supplier shall co-operate, and shall procure that its Sub-Contractors co-operate, with the Buyer in carrying out the monitoring referred to in paragraph 1.3 at no additional charge to the Buyer to the extent that the monitoring does not unduly disrupt the business of the Supplier and/or its ability discharge its obligations under this Call-Off Contract.

2. Reporting of Service Failures

The Supplier shall report all failures to achieve Service Levels and any Critical Service Failure to the Buyer in accordance with the processes agreed in paragraph 1.2 above.

3. Performance Monitoring and Performance Review

- 3.1 The Supplier shall provide the Buyer with reports (the "Performance Monitoring Reports") in accordance with the process and timescales agreed pursuant to paragraph 1.2 above which shall contain, as a minimum, the following information in respect of the relevant period just ended:
- 3.1.1 for each Service Level, the actual performance achieved over the Service Level for the relevant period;
 - 3.1.2 a summary of all failures to achieve Service Levels that occurred during that period;

- 3.1.3 any Critical Service Failures and details in relation thereto;
 - 3.1.4 for any repeat failures, actions taken to resolve the underlying cause and prevent recurrence;
 - 3.1.5 the Service Credits to be applied in respect of the relevant period indicating the failures and Service Levels to which the Service Credits relate; and
 - 3.1.6 such other details as the Buyer may reasonably require from time to time.
- 3.2 The parties shall discuss the Performance Monitoring Reports at the Service Review meetings.
- 3.3 The Buyer shall be entitled to raise any additional questions and/or request any further information regarding any failure to achieve Service Levels.
- 3.4 The Supplier shall provide to the Buyer such supporting documentation as the Buyer may reasonably require in order to verify the level of the performance by the Supplier and the calculations of the amount of Service Credits for any specified period.

APPENDIX A - Service Levels and Severity Levels

	Payroll	Service ["x" indicates that the SLA is applicable to that Service]	SLA	
		Fully Managed		
1	Accuracy in transfer of net pay values (The Supplier must ensure that nett pay values contained in the main salaries file are transmitted to BACS for transfer to the correct bank accounts on pay day and in accordance with the agreed processing schedules)	X	100.00%	i.e. no errors = 100%
2	General Payroll Application Output distributed 24 hours + after deadline	X	100.00%	
3	Service availability (Refers to payroll system availability)	X	97.00%	Mon - Fri 08:00 - 18:00 excl. bank holidays
4	Helpdesk availability	X (view only and report writing queries)	100.00%	Mon - Fri 08:00 - 18:00 excl. bank holidays
5	Net Pay accuracy at time payroll is returned to Buyer	X	98.50%	

The Service Credits shall be calculated on the basis of the following formula and worked example:

Formula - 100% of the stated service level % - % of Service Level achieved	=	x% of the value of the invoice for the period during which the service failure occurred to be deducted from the next invoice payable by the Buyer.
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Worked example - 100% (e.g. Service Level requirement for data accuracy) - 85% (e.g. accuracy of data)	=	15% of the value of the invoice for the period during which the service failure occurred to be deducted from the next invoice payable by the Buyer
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In the event that a system error causing the helpdesk to be unavailable due to the integrated nature of the solution provided the Supplier shall pay the Buyer the appropriate service credit relating to system availability only and not an additional service credit for helpdesk availability.

In the event that a system error causes more than one service (HR, Payroll or Finance) to be unavailable the Supplier shall pay the Buyer a service credit for only one system unavailability measure rather than multiple system unavailability measures.

Schedule 2: Call-Off Contract charges

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

1. Introduction

The Buyer shall pay the Supplier in accordance with this Schedule 2 and in accordance with the payment terms detailed in Part A of the Order Form.

2. Implementation and Transition Charges

2.1. Implementation Plan e.g. (ePayfact plus Customisations): Not Applicable

2.2. Milestone Payment Profile: Not Applicable

2.3. Milestone Acceptance Process

2.3.1. A Milestone shall be deemed to be achieved when the Acceptance Criteria has been met.

2.3.2. The Supplier shall ensure that each Milestone in Paragraph 2.2 of Schedule 2 is achieved on or before its Milestone Date.

2.3.3. The Customer shall issue a Milestone Achievement Certificate in respect of a given Milestone within 5 Working Days of the Milestone being achieved in accordance with Paragraph 2.1.1.

2.3.4. The grant of a Milestone Achievement Certificate shall entitle the Supplier to the receipt of a payment in respect of that Milestone in accordance with the provisions of Schedule 2.

2.3.5. In the event that the Customer does not return a Milestone Achievement Certificate and does not provide evidence to the Supplier that the Acceptance Criteria has not been met within 5 Working Days following the Milestone being achieved in accordance with Paragraph 2.1.1 or purported to have been achieved by the Supplier, the Milestone will be deemed as being achieved and the Supplier shall be entitled to payment in respect of that Milestone in accordance with the provisions of Schedule 2.

2.3.6. Where the Customer provides evidence that the Acceptance Criteria has not been substantially met, the Supplier shall address the issues and shall re-submit the Milestone for Acceptance as soon as reasonably practicable.

2.3.7. No Acceptance Test shall be deemed to have failed as a result of any deficiency which:

2.3.7.1. is not caused by the Supplier; or

2.3.7.2. is minor, trivial or cosmetic in nature provided that it does not materially adversely affect the Services.

3. Ongoing Service Charges

3.1. Payslip Processing Charges

3.1.1. Managed payslip: Payee Rate [REDACTED]

3.1.2. ePayfact 2.0 Licence: [REDACTED]

Total transactional charge per employee per month: Payee Rate [REDACTED]

3.2. The Buyer shall pay for all Ongoing Service Charges monthly in arrears or as detailed in Part A of the Order Form.

3.3. Ongoing Service Charges shall be calculated using the then current charges, as stated in Schedule 2.

4. Additional / Recommended Charges

4.1. The Buyer shall pay for all Additional Services using the then current charges, as attached in Schedule 2, clause 6.2.

4.2. The Buyer shall pay for all Additional Services monthly in arrears or as detailed in Part A of the Order Form.

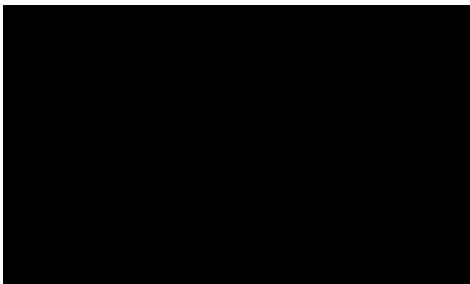
5. Adjustment to Charges on exit/ceasing to use

5.1. In the event the Buyer ceases to process using the Services before expiry of the Call-Off (other than in consequence of exercising a right to terminate under Clause 18.4 or 18.5), a Termination fee shall be payable by the Buyer to the Supplier for each full or part month remaining of the term of this Call-Off Contract. The Termination fee shall be calculated based on the average processing revenue for the proceeding 6-month period. The Termination Charges shall be payable on the date of termination.

6. Additional Charges

6.1. Additional extra payroll requirements may be purchased; pricing and additional payroll charges available via the Supplier's Additional Information document:

6.2.



Sample Milestone Achievement Certificate – Not Applicable

Milestone Achievement Certificate

To: CGI IT UK Limited

From: Client Name

Date:

Dear Sirs

MILESTONE ACHIEVEMENT CERTIFICATE

ePayfact [Customisations/Implementation] Milestone X: [insert description of Milestone]

We refer to the Call-Off Contract relating to the provision of the Services between the Civil Nuclear Police Authority (the "**Buyer**") and CGI IT UK Limited (the "**Supplier**") dated [date].

Capitalised terms used in this certificate have the meanings given to them in the Call-Off Contract.

We confirm that all the Deliverables relating to Milestone X have achieved the applicable Acceptance Criteria.

You may now issue an invoice in respect of the Milestone Payment associated with this Milestone in accordance with the provisions of Schedule 2.

Yours faithfully

[Name]

[Position]

acting on behalf of Buyer

Schedule 3: Collaboration agreement (Not Applicable)

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:

Contract

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

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 [Not Applicable]

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 Applicable]

[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	For each Party, IPRs: - 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 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.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: - information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above - other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').

Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	Default is any: • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement

	and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE')
End	Means to terminate; and Ended and Ending are construed accordingly.
Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.

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

Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • 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 The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).
Framework Agreement	The clauses of framework agreement RM1557.13 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	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are: • 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	For the purposes of the IR35 rules an intermediary can be: • the supplier's own limited company • a service or a personal service company • a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether

	the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	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: ● 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: ○ 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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Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.
Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.

Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.

Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the GCloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.

Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
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Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: UK GDPR Information

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

Annex 1: Processing Personal Data

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

- 1.1 The contact details of the Buyer's Data Protection Officer are: [REDACTED]
- 1.2 The contact details of the Supplier's Data Protection Officer are: [REDACTED]
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	The Buyer is Controller and the Supplier is Processor The Parties acknowledge that in accordance with paragraphs 2-15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below: Processing Personal Data in the context of providing a fully managed outsourced payroll service to the Buyer, including hosting and helpdesk support.
Duration of the Processing	The duration of the Processing activity shall be for the Term of this Agreement, or as otherwise stated within the Agreement.

Nature and purposes of the Processing	Processing Personal Data in the context of providing a fully managed outsourced payroll service to the Buyer, including hosting and helpdesk support. To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including i. Ensuring effective communication between the Supplier and CSS ii. Maintaining full and accurate records of every Call-Off Contract arising under the Framework Agreement in accordance with Clause 7.6
Type of Personal Data	Includes: • Employee name(s); • Employee DOB; • Employee address; • Employee emergence contact details ; (only applicable for HR contracts) • Employee bank details; • Annual leave requests; (only applicable for HR contracts) • Employee title/gender/marital status; • Service history details (date of joining etc.); • Employee pension membership details (scheme/date of joining/contribution rate); • Employee tax code/student loan information; • Employee National Insurance number and category; • Absence history details, including family, unpaid or sickness related absence(s) etc.; • Employee salary and allowance entitlement details; • Employee hours; • Employee deductions (voluntary and company-based); • Court Order deductions i. Contact details of, and communications with, CSS staff concerned with management of the Framework Agreement

	ii. Contact details of, and communications with, Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement, iii. Contact details, and communications with, Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Contact details, and communications with Supplier staff concerned with management of the Framework Agreement
Categories of Data Subject	The Data Subjects shall be the employees of the Buyer, who are on the Buyer's payroll Includes: i. CSS staff concerned with management of the Framework Agreement ii. Buyer staff concerned with award and management of Call-Off Contracts awarded under the Framework Agreement iii. Sub-contractor staff concerned with fulfilment of the Supplier's obligations arising from this Framework Agreement Supplier staff concerned with fulfilment of the Supplier's obligations arising under this Framework Agreement
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	7 years plus current All relevant data to be deleted 7 years after the expiry or termination of this Framework Contract unless longer retention is required by Law or the terms of any Call-Off Contract arising hereunder

Annex 2: Joint Controller Agreement [Not Applicable]

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 [**select: Supplier's or 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 **[insert number]** 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 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.