



Crown
Commercial
Service

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

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

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	895820043278135
Call-Off Contract reference	W127690
Call-Off Contract title	PR Management Tool
Call-Off Contract description	Provision of a PR Management Tool for the NHSBSA communications team.
Start date	29 th July 2024
Expiry date	28 th July 2027
Call-Off Contract value	The Initial Term of the Contract is valued at £34,200. The Total Contract Value (including the optional 12-month extension) is £45,600.
Charging method	BACS
Purchase order number	TBC

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

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

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

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

From the Buyer	NHS Business Services Authority Stella House Goldcrest Way Newburn Riverside Newcastle upon Tyne NE15 8NY
To the Supplier	Access Intelligence Media and Communications Limited (Trading as Vuelio) 020 3426 4125 The Johnson Building, 79 Hatton Garden, London, EC1N 8AW, United Kingdom Company Registration: 03819220
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Officer

Name: [REDACTED]

Email: [REDACTED]

For the Supplier:

Title: Public Sector Lead

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 29th July 2024 and is valid for 36 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer which is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1) shall not apply.</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier one month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none">● Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none">● 30 users● UK&I Media Database● Press Release Distribution & Publishing● Online Newsroom Microsite● News Management & Coverage Analytics● Press Enquiry and Statements Management● Online Media Monitoring - unlimited mentions● Broadcast Monitoring - unlimited mentions● Print Monitoring – 1,000 clips p.a.● Asset Library

	<ul style="list-style-type: none"> • News Alerts • Dedicated training and account management • Onboarding/ offboarding
Additional Services	<p>Additional services include but are not limited to:</p> <ul style="list-style-type: none"> • Social Listening
Location	<p>The Services will be delivered to:</p> <ul style="list-style-type: none"> • Web based services • No onsite access required
Quality Standards	<p>The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</p> <p>The Supplier shall ensure that throughout the Call-Off Contract Term that it maintains quality management procedures in accordance with ISO 9001, and maintained in accordance with Good Industry Practice.</p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract:</p> <p>Where applicable, the Supplier shall ensure compliance with the Buyer's performance standards and processes.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as set out in Appendix B - G-Cloud 13 Service Definition</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is:</p> <p>Vuelio will deliver the following services within 1 week following execution date of this contract:</p> <ul style="list-style-type: none"> • Media database • Press enquiry logging

	<ul style="list-style-type: none"> • Press release email distribution • Media monitoring and daily emails/ news alerts • Media analysis functionality • Initial training sessions <p>Vuelio will deliver the following services by Monday 26th of August, subject to this contract being signed in July.</p> <ul style="list-style-type: none"> • Online newsroom microsite • Data migration (both the newsroom, as well as back-office data such as press enquiry logs) • We will also conduct further training and refinement of the Services within this period.

Offboarding	<p>The offboarding plan for this Call-Off Contract is :</p> <p>Upon expiration or any termination of this Call-Off Contract, the Supplier shall, at the Buyer's request, return or certify that the Supplier has destroyed all copies or records of the any Buyer content in its possession.</p> <p>Any request made by the Buyer for the return of such content must be made no later than 60 days after the date of the termination or expiry of this Call-Off Contract and upon receipt of such request, the Supplier shall use reasonable commercial endeavours to deliver the back-up to the Buyer by way of a standard xml download within 30 days of its receipt of such a written request, provided that the Buyer has, at that time, paid all Charges.</p> <p>All Buyer content whether in any live or back-up environment shall be permanently deleted within 100 days after termination or expiration of this Call-Off Contract.</p>
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Collaboration agreement	N/A
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible for :</p> <p>(i) With respect to any media monitoring Services provided by the Supplier, unless licensed by the relevant copyright body or copyright owner, the Buyer shall not further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Copies (whether in electronic or hard copy) either internally or to any third party so as to infringe the intellectual property rights vested in the relevant copyright body or owner. For the purposes of the Call-Off Contract, the term 'Copies' shall mean any article, column, report, photograph, illustration, graphic, cartoon, image or other item extracted from a newspaper, magazine or website in electronic form and provided by the Supplier to the Buyer under licence from the Newspaper Licensing Authority (NLA), Copyright Licensing Authority (CLA) or other copyright body or owner (where applicable).</p> <p>(ii) complying at all times and procuring that all authorised users of the Services comply with the Supplier's Acceptable Use Policy as set out at: https://www.vuelio.com/uk/policies/acceptable-%20use-%20policy/ or such other URL as updated from time to time.</p>

Buyer's equipment	N/A
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Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners: https://www.pulsargroup.com/trust-centre/sub-processors/ as updated from time to time upon prior notice to the Buyer.
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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 30 day payment term invoices and BACs payment
Payment Profile	The payment profile for this Call-Off Contract is annually in advance.

		Initial Order	
		Items	Payment Details
		Annual Subscription Fees <ul style="list-style-type: none">• 30 users• UK&I Media Database• Press Release Distribu- tion & Publishing• Online Newsroom Mi- crosite• News Management & Coverage Analytics• Press Enquiry and Statements Manage- ment• Online Media Monitor- ing - unlimited men- tions• Broadcast Monitoring - unlimited mentions• Print Monitoring - 800 clips p.a.• Asset Library• News Alerts• Dedicated training and account management• Onboarding/ offboard- ing	Buyer to raise Purchase Order to cover Year 1 of the Contract. Supplier to submit invoice when subscription becomes available to the Buyer.

Orders Placed at Each Anniversary Date	
Items	Payment Details
Annual Subscription Fees (As per the table above)	Buyer to raise Order not less than 30 days before the Anniversary Date. Supplier to submit invoice on the Anniversary Date.

Orders for Any Additional Services Requested Throughout the Contract Term	
Items	Payment Details
<ul style="list-style-type: none">• Social Listening• Any other additional services.	Charges to be pro-rated from the date required to the next Anniversary Date. Supplier to submit invoice upon receipt of purchase order.

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Invoice details	The Supplier will issue electronic invoices annually in-advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	<p>Invoices will be sent:</p> <ul style="list-style-type: none"> • Via email (preferred) to: [REDACTED] • Or by post to: Stella House, Goldcrest Way, Newburn Riverside Park, Newcastle-Upon-Tyne, Tyne & Wear, NE15 8NY
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Purchase order reference number • Dates – Service period • Quantities and costs

	<ul style="list-style-type: none"> • Bank details
Invoice frequency	Invoice will be sent to the Buyer annually in advance.
Call-Off Contract value	<p>The Initial Term of the Contract is valued at £34,200.</p> <p>The Total Contract Value (including the optional 12-month extension) is £45,60.</p>

**Call-Off
Contract
charges**

The breakdown of the Charges is as per Schedule 2: Call-Off Contract charges.

The breakdown of the Initial Order is as follows:

Items	Qty	Cost Per Item	Year 1	Year 2	Year 3	Year 4 (if re-quired)	Total
Users	30						
Media Database & Distri-bution	1						
Online Monitor-ing	1						
Broad-cast Mon-itoring	1						
Online News-room	1						
Print Monitor-ing – 1,000 clips	200						
			£11,400	£11,400	£11,400	£11,400	£45,600

Additional Buyer terms

Performance of the Service	N/A
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	<p>The following definition is added into Schedule 6: Glossary:</p> <p>“Anniversary Date” means the anniversary of the Start Date for each Year during the Term.</p> <p>Within the scope of the Call-Off Contract, the Supplier will:</p> <p>(i) use its reasonable endeavours to provide the Buyer with a reasonably acceptable level of accuracy and timeliness in performing the media monitoring Services, and will apply such time, attention, resources, trained personnel and skill as may be reasonably necessary or appropriate for the due and proper performance of the media monitoring Services hereunder. Without limiting the foregoing, the Buyer acknowledges and accepts that, having due regard to the manner in which the Reading List is monitored and the News Items are collected, and the volume of material from which the News Items are derived, no assurance is made by the Supplier that the media monitoring Services will be entirely complete and/or accurate.</p> <p>For the purposes of this section of the Call-Off Contract:</p> <p>News Item shall mean any article or part of an article, report, column, item of news or current affairs sourced from any service provider including copyright bodies.</p> <p>Reading List shall mean all forms of published content, subject to change from time to time, including, without limitation, newspapers, periodicals, consumer magazines, trade, technical and business journals, websites, blogs, broadcasters and other providers, as appropriate to the Services detailed in the Call-Off Contract.</p>
Personal Data and Data Subjects	<p>Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1</p>

Intellectual Property	N/A
Social Value	Social value commitments are detailed in Schedule 1: Services, Appendix A - Statement of Requirements and Supplier Response

1. Formation of contract

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

2. Background to the agreement

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

Signed	For and on behalf of the Supplier	For and on behalf of the Buyer
	Signed via DocuSign on the 31/07/2024	Signed via DocuSign on the 31/07/2024

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

Customer Benefits

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

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

Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

2. Incorporation of terms

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

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

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

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

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

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

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

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

3. Supply of services

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

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

9. Insurance

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

- 9.2 The Supplier will ensure that:

9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000

9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit

9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

9.2.4 all agents and professional consultants involved in the Services hold employers liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers

9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances

9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights ("IPR"s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

11.2 Neither Party shall have any right to use any of the other Party's names, logos or trade marks on any of its products or services without the other Party's prior written consent.

11.3 The Buyer grants to the Supplier a royalty-free, non-exclusive, non-transferable licence during the Call-Off Contract Term to use the Buyer's or its relevant licensor's Buyer Data and related IPR solely to the extent necessary for providing the Services in accordance with this Contract, including the right to grant sub-licences to Subcontractors provided that:

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.
- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
 - 13.6.1 the principles in the Security Policy Framework:
<https://www.gov.uk/government/publications/security-policy-framework> and the Government Security - Classification policy:
<https://www.gov.uk/government/publications/government-security-classifications>
 - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>
 - 13.6.3 the National Cyber Security Centre's (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>
 - 13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:
<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>
 - 13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:
<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
 - 13.6.6 Buyer requirements in respect of AI ethical standards.
- 13.7 The Buyer will specify any security requirements for this project in the Order Form.
- 13.8 If the Supplier suspects that the Buyer Data has or may become corrupted, lost, breached or significantly degraded in any way for any reason, then the Supplier will notify the Buyer

immediately and will (at its own cost if corruption, loss, breach or degradation of the Buyer Data was caused by the action or omission of the Supplier) comply with any remedial action reasonably proposed by the Buyer.

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

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

14. Standards and quality

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

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

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

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

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

15. Open source

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

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

16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security

Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

17. Guarantee

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

18. Ending the Call-Off Contract

- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
 - 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
 - 18.2.2 Call-Off Contract Charges paid during the notice period are reasonable compensation and cover all the Supplier's avoidable costs or Losses
- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
 - 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
 - 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
 - 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
 - 18.5.2 an Insolvency Event of the other Party happens
 - 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

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

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data
 - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

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

24. Liability

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

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

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

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

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

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

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

25. Premises

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

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

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

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

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

25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises

25.5.2 comply with Buyer requirements for the conduct of personnel

25.5.3 comply with any health and safety measures implemented by the Buyer

25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

29. The Employment Regulations (TUPE)

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

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

29.3 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.

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

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

29.5.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

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

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

1. The Services to be provided are detailed in Appendix A - Statement of Requirements and Supplier Response and Appendix B – G-Cloud 13 Service Definition, to this Schedule.
2. The Services provided as part of the initial Order are as follows:

Item
30 Users
UK&I Media Database
Press Release Distribution & Publishing
Online Newsroom Microsite
News Management & Coverage Analytics
Press Enquiry and Statements Management
Online Media Monitoring - unlimited mentions
Broadcast Monitoring - unlimited mentions
Print Monitoring – 1,000 clips p.a.
Asset Library
News Alerts
Dedicated training and account management
Onboarding/ offboarding

Appendix A - Statement of Requirements and Supplier Response

Intro/ Relevant Experience

Vuelio has provided our media services to the public sector since 1996 – we work with 3,500 organisations globally, including over 500 publicly funded bodies in the UK across 50 NHS organisations, ministerial departments, non-ministerial departments, executive agencies, NDPBs, public corporations, over 70% of the UK's police forces and local authorities.

We specialise in providing:

- Tried and tested press CRM system to manage enquiries, responses, lines-to-take used throughout the public sector.
- Human researched and market leading journalist database service, fully integrated with the media monitoring and press enquiry service
- Comprehensive monitoring across all media types with timely alerts, custom tagging to NHSBSA attributes, user friendly platform and analysis tools.
- Highly secure and a track-record of reliability delivering to the public sector over 25 years
- A fully integrated system rather than partial integration as with PR Manager/ PRGloo and Onclusive.



FR 1.1.1 The solution must provide an up-to-date database of all journalists and influencers in the UK - YES

Vuelio can provide NHSBSA with high quality, human-researched media contacts.

- Vuelio's media database is continually researched and maintained by our research team, and fully integrated with your monitoring service so the two elements are both accessible in one place and also link together.
- We have a large in-house research team who are continually, proactively updating the data via telephone, email and social media. We distribute media updates highlighting key moves within the industry
- The system provides over 70,000 contacts and 30,000 publications in the UK, or 600,000 for our global option - continually updated by our team
- Comprehensive coverage of regional journalists, consumer and trade press + national/ international contacts
- More than just a directory of contact details, we provide profile information, pitching preferences, links to up to 8 social media accounts per contact, live Twitter feeds to see their recent topics of interest

- When researching journalists you are less aware of, each contact has Vuelio influencer scoring to help you identify the best contacts –an algorithm that aggregates circulation figures, social following, website hits, domain authority
- We apply machine learning to analyse millions of news articles, extracting frequent entities, companies and people that journalists' write about
- Publication profiles provide ABC circulation figures, visitor statistics, searchable lists of journalists, hyperlinks between journalist and publications
- Contacts also retains a history of all interaction – press enquiries received, responses issued and any stories they've written about you (when integrated with Vuelio's monitoring service)
- Vuelio's portal is intuitive for building lists and locating contacts – a quick search will predictively find a specific contact as you type their name
- You can find journalists based on news articles they are writing, e.g. find all journalists writing about NHSBSA

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Features Pharmaceutical Manufacturers Pharmaceuticals Pharmacies Score 27

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Senior Features Editor, The Pharmaceutical Journal, March 2023 - Present
Features Editor, The Pharmaceutical Journal, July 2014 – March 2023
Deputy News Editor, The Pharmaceutical Journal, March 2011 – July 2014
Senior News and Feature Writer, The Pharmaceutical Journal, January 2006 – February 2011

EDUCATION:
Keele University, Diploma in Clinical Pharmacy, 1999 – 2001
University of Bath, BPharm, Pharmacy, 1992 – 1995

Latest Coverage

The Pharmaceutical Journal
Published: 10/06/2024

Pregabalin prescribing increases by almost 25% since restrictions imposed
Online

The Pharmaceutical Journal
Published: 23/05/2024

Are prescribing restrictions for pregabalin working? Published: 23 May 2024
Online

The Pharmaceutical Journal
Published: 23/05/2024

Are prescribing restrictions for pregabalin working?
Online

What they cover

- Health care industry news 3
- Pharma industry news 3
- Scotland news 2
- Wales news 2
- NHS news 1

FR 1.1.2 - The solution must provide the ability to create contacts groups from this list for press distribution – YES

As well as traditional database filters, such as topic, location, media type etc., you can find journalists based on what they are writing about, using our media monitoring data integrated with the contacts database – e.g. searching for health journalists writing about ADHD. You can add all results to a group and easily maintain in Vuelio

The screenshot displays the Vuelio 'Contact Results' interface. On the left, there are filters for 'Search Profiles' and 'Search Recent Coverage'. The main area shows a list of contacts with their roles and media outlets. On the right, a detailed profile for Denis Campbell is shown, including his role as 'Health Policy Editor' at 'The Guardian', contact information, and social media links.

Contact	Role	Media Outlet	Score	Topics	Articles
Sarah Knapton	Science Editor	The Daily Telegraph	77	Alzheimer's Disease, Breast Cancer	4 Articles
Sarah Knapton	Science Editor	The Sunday Telegraph	77	Alzheimer's Disease, Breast Cancer	1 Article
Denis Campbell	Health Policy Editor	The Guardian	61	Health & Medicine, Health Providers	1 Article
Miriam Stoppard	Health Correspondent & Columnist	Daily Mirror	52	Diseases & Conditions, Health & Medicine	8 Articles
Miriam Stoppard	Health Correspondent & Columnist	Mirror (Online)	52	Diseases & Conditions, Health & Medicine	1 Article
Jennifer Savin	Features Editor	Cosmopolitan (Online)	50	Fitness & Exercise, Mental Health	1 Article
Martin Bagot	Health and Science Editor	Daily Mirror	47	Diseases & Conditions, Health & Medicine	2 Articles

We can migrate your press lists over and also we provide ready made lists:

The screenshot displays the Vuelio 'Groups' interface. The group is titled 'Vuelio Top UK Health Influencer List'. It shows a list of 15 contacts, each with a checkbox, profile picture, name, role, media outlet, and social media links. The contacts are sorted by relevance.

Contact	Role	Media Outlet	Score	Topics	Articles
Laura Donnelly	Health Editor	The Daily Telegraph	77	Alzheimer's Disease, Breast Cancer	4 Articles
Denis Campbell	Health Policy Editor	The Guardian	61	Health & Medicine, Health Providers	1 Article
Martin Bagot	Health and Science Editor	Daily Mirror	47	Diseases & Conditions, Health & Medicine	2 Articles
Victoria Macdonald	Health and Social Care Editor	Channel 4 News	52	Diseases & Conditions, Health & Medicine	8 Articles
Alastair McLellan	Editor	Health Service Journal	50	Fitness & Exercise, Mental Health	1 Article
David Cox	Freelance Health Journalist	The Guardian	52	Diseases & Conditions, Health & Medicine	1 Article
Miriam Stoppard	Health Correspondent & Columnist	Daily Mirror	52	Diseases & Conditions, Health & Medicine	8 Articles
Amy Packer	Health Editor	Express	50	Fitness & Exercise, Mental Health	1 Article
Shaun Wooler	Health Editor	Daily Mail	47	Diseases & Conditions, Health & Medicine	2 Articles
Sarah Bailey	Founding Editor	LIFE IN A BREAK DOWN	77	Alzheimer's Disease, Breast Cancer	4 Articles
Hugh Pym	Health Editor	BBC News	61	Health & Medicine, Health Providers	1 Article
Sadie Reid	Editor	Hip & Healthy	52	Diseases & Conditions, Health & Medicine	8 Articles
Fergus Walsh	Medical Editor	BBC News	50	Fitness & Exercise, Mental Health	1 Article
Philippa Roxby	Health Reporter	BBC News	47	Diseases & Conditions, Health & Medicine	2 Articles

FR 1.1.3 - The solution must provide the ability to look up journalists and influencers – YES

Our intuitive filters and predicative searching makes it simple to research high quality journalists and 10k influencers/ bloggers/ podcasters:

The screenshot displays the Vuelio platform's contact results interface. On the left, there are filters for Topic (Pharmaceuticals, Public Healthcare, Health Administration), Media Type (Magazines), and Country (United Kingdom). The main area shows a list of contact results for various journalists and influencers, including Steve Fisher, Neil Eisberg, Alain Li Wan Po, Rebecca Linssen, Colin Cooper, and Lekshmy Balakrishnan. Each entry includes a profile picture, name, role, organization, and a score. A detailed profile for Steve Fisher is shown on the right, including his contact information and a list of topics he covers.

FR 1.2.1 - The solution should provide a press release template, which can be tailored to include NHSBSA branding – YES

- Full integration with your email domain, so emails come from your own email address (not “spoofing”)
- This ensures high delivery rates as spam filters don’t pick up a platform “pretending” to be your email address
- Easy to use editor that supports pasting copy from elsewhere, such as Word documents
- Embed images or videos in the copy, or Vuelio provides a digital asset library where you can store content for journalists to download
- Editable notes-to-editor a boiler plate fields, should you need to modify your template occasionally
- Integration with your media monitoring so you can view which press releases are the most successful in terms of media coverage

The screenshot displays the Vuelio platform's email composition interface. The 'Email From' section shows the 'From Name' as 'Press Office' and the 'Email Address' as 'Press.office@vuelio.co.uk'. The 'Greeting Format' section shows 'Dear / Hi' and 'None' options. The 'Groups' section shows a list of groups. The main content area shows a draft email template for 'seafish' with the subject '2024 seafood processing survey now live'. The template includes a date (15 April 2024), a logo, and a detailed text block about the survey.

FR 1.2.2 - The solution must allow the sending of press releases from internal inboxes.- YES

Vuelio can send press releases from your email addresses – either team or personal – using DNS settings. This is simple to set up and we’ve done so for many other NHS and DH bodies.

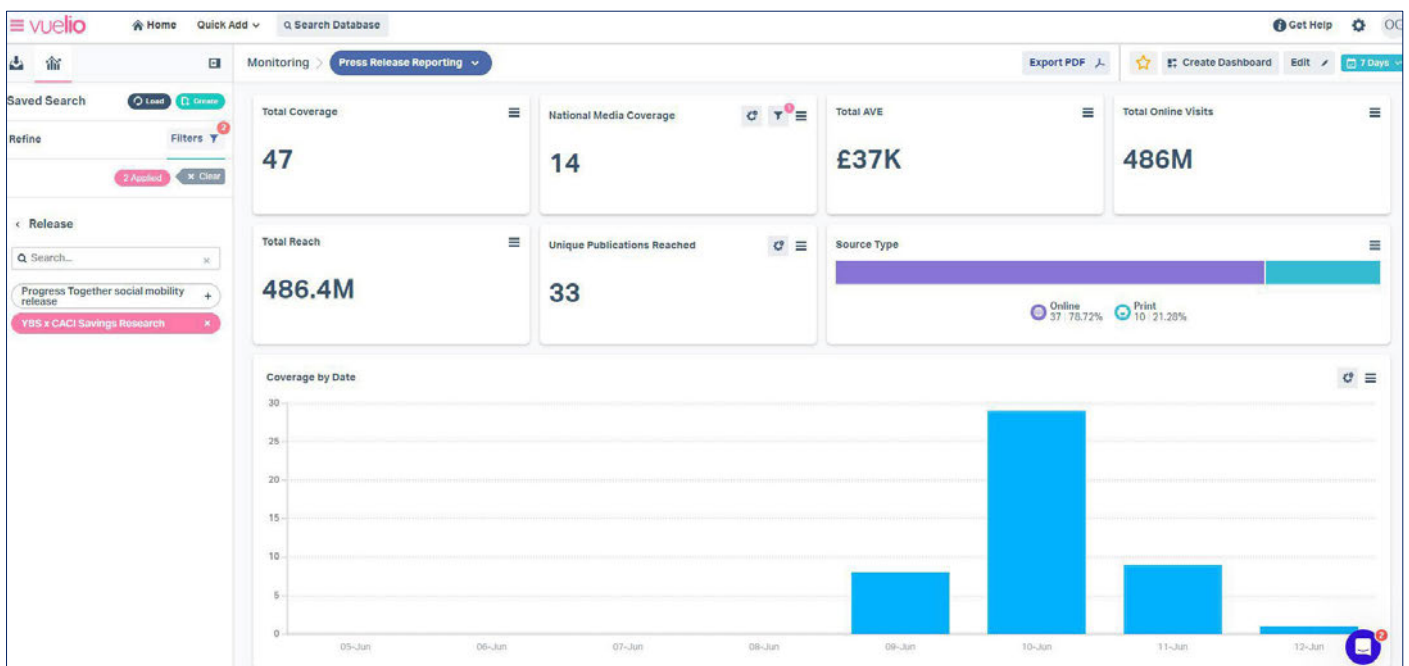
FR 1.2.3 - The solution must allow the tagging of press releases and automatic tagging of other coverage, e.g. of NHSBSA activities - YES

Vuelio will provide comprehensive monitoring across print, online and broadcast, manageable in a user-friendly platform, where you can search, filter, export and report on your news

- Customise your own view, access pre-saved searches to quickly view certain types of news (e.g. campaign, policy area, spokesperson or topic)
- Coverage is automatically tagged with custom NHSBSA attributes such as entity, campaign, issue policy area, topic, spokesperson, press release– helping to easily filter and report on coverage
- View and filter all other attributes such as sentiment, reach, country, UK region, AVE, journalist, publication, reading lists and various other types of information

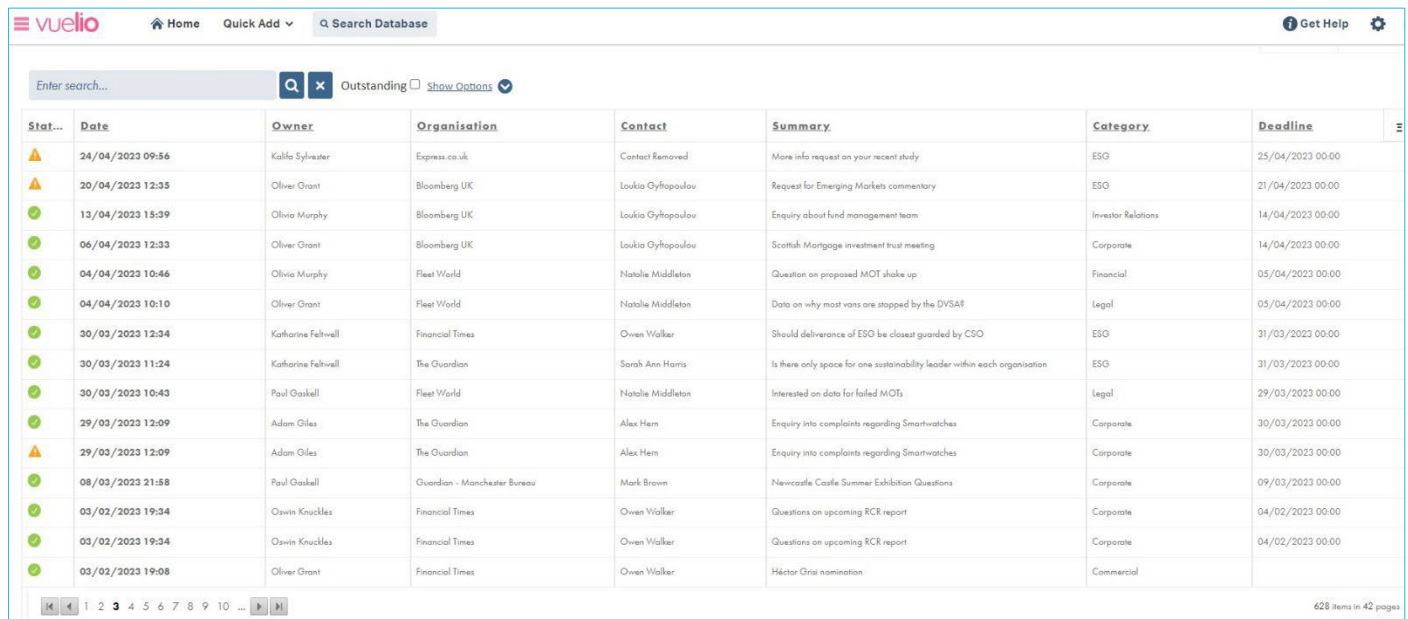
The screenshot shows the Vuelio Monitoring Inbox. On the left, there's a 'Refine' sidebar with filters for 'Corporate', 'Reports', and 'Topics'. The main area displays a list of news items. The first item is from FT.com, dated 20/03/2024, titled 'Plan to reform social care has 'gone awry', say MPs'. It includes tags for 'Corporate', 'National Audit Office', 'Topics', 'Health & social care', 'Online', '34.5M', '2.4K', 'United Kingdom', and 'Neutral'. The right sidebar shows a detailed view of the selected article, including the headline, author (Laura Hughes), date, location (United Kingdom), and sentiment (Neutral). It also includes a summary of the article's content.

Automated linking to press releases enables to produce press release reports:



FR 1.3.1 - The solution must allow the recording of enquiries – YES

Vuelio press office management provides fully integrated management of engagement alongside your media monitoring and contacts. The central dashboard page which provides a chronological view of all enquiries – a customisable ‘virtual’ press office:

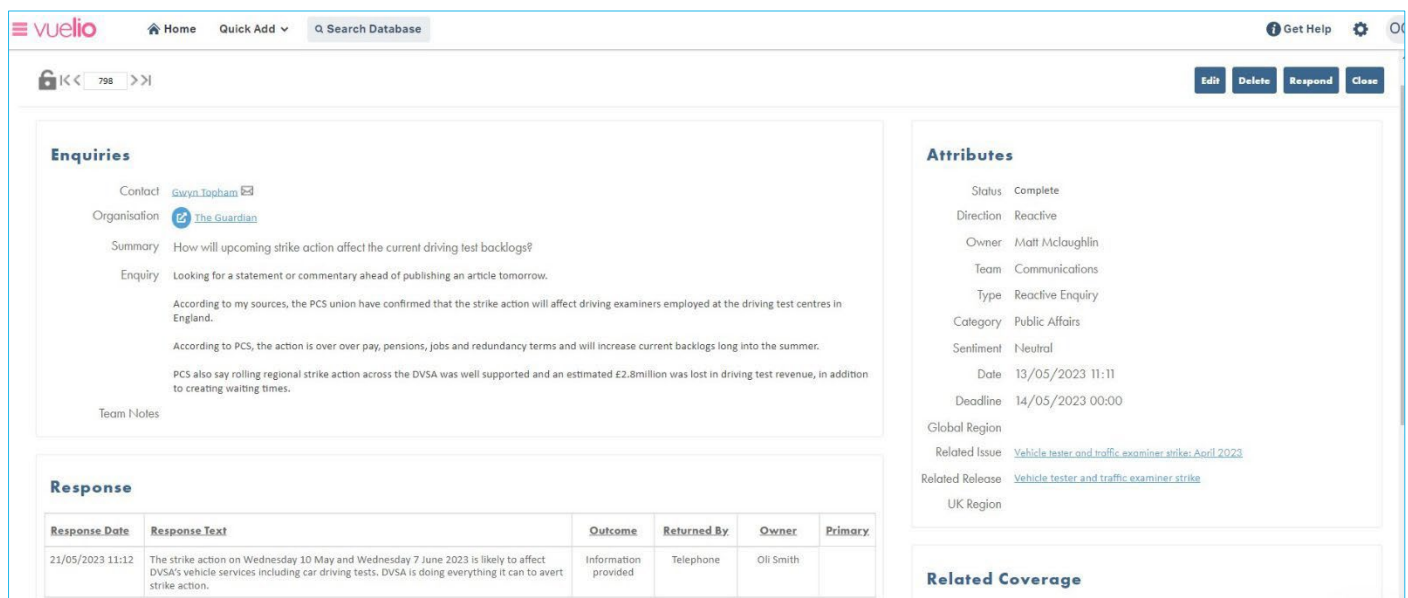


The screenshot shows the Vuelio dashboard with a search bar at the top and a table of enquiries below. The table has columns for Status, Date, Owner, Organisation, Contact, Summary, Category, and Deadline. The enquiries are listed in chronological order, with the most recent at the top. The status of each enquiry is indicated by a colored icon: a yellow triangle for 'Outstanding' and a green circle for 'Completed'.

Stat...	Date	Owner	Organisation	Contact	Summary	Category	Deadline
▲	24/04/2023 09:56	Katila Sylvester	Express.co.uk	Contact Removed	More info request on your recent study	ESG	25/04/2023 00:00
▲	20/04/2023 12:35	Oliver Grant	Bloomberg UK	Loukia Gyiropoulou	Request for Emerging Markets commentary	ESG	21/04/2023 00:00
●	13/04/2023 15:39	Olivia Murphy	Bloomberg UK	Loukia Gyiropoulou	Enquiry about fund management team	Investor Relations	14/04/2023 00:00
●	06/04/2023 12:33	Oliver Grant	Bloomberg UK	Loukia Gyiropoulou	Scottish Mortgage investment trust meeting	Corporate	14/04/2023 00:00
●	04/04/2023 10:46	Olivia Murphy	Fleet World	Natalie Middleton	Question on proposed MOT shake up	Financial	05/04/2023 00:00
●	04/04/2023 10:10	Oliver Grant	Fleet World	Natalie Middleton	Data on why most vans are stopped by the DVSA?	Legal	05/04/2023 00:00
●	30/03/2023 12:34	Katharine Feltham	Financial Times	Owen Walker	Should deliverance of ESG be closest guarded by CSO	ESG	31/03/2023 00:00
●	30/03/2023 11:24	Katharine Feltham	The Guardian	Sarah Ann Harris	Is there only space for one sustainability leader within each organisation	ESG	31/03/2023 00:00
●	30/03/2023 10:43	Paul Gaskall	Fleet World	Natalie Middleton	Interested on data for failed MOTs	Legal	29/03/2023 00:00
●	29/03/2023 12:09	Adam Giles	The Guardian	Alex Hen	Enquiry into complaints regarding Smartwatches	Corporate	30/03/2023 00:00
▲	29/03/2023 12:09	Adam Giles	The Guardian	Alex Hen	Enquiry into complaints regarding Smartwatches	Corporate	30/03/2023 00:00
●	08/03/2023 21:58	Paul Gaskall	Guardian - Manchester Bureau	Mark Brown	Newcastle Castle Summer Exhibition Questions	Corporate	09/03/2023 00:00
●	03/02/2023 19:34	Oswin Knuckles	Financial Times	Owen Walker	Questions on upcoming RCR report	Corporate	04/02/2023 00:00
●	03/02/2023 19:34	Oswin Knuckles	Financial Times	Owen Walker	Questions on upcoming RCR report	Corporate	04/02/2023 00:00
●	03/02/2023 19:08	Oliver Grant	Financial Times	Owen Walker	Háctor Grisi nomination	Commercial	

Enquiries are quick to add directly into the system, via mobile app or you can forward enquiries via email into the platform – ease of data entry is key to ensure adoption.

Each log holds the conversation with the journalist, which owner logged or responded to it, whether it was proactive or reactive, categorisation and any related activities.

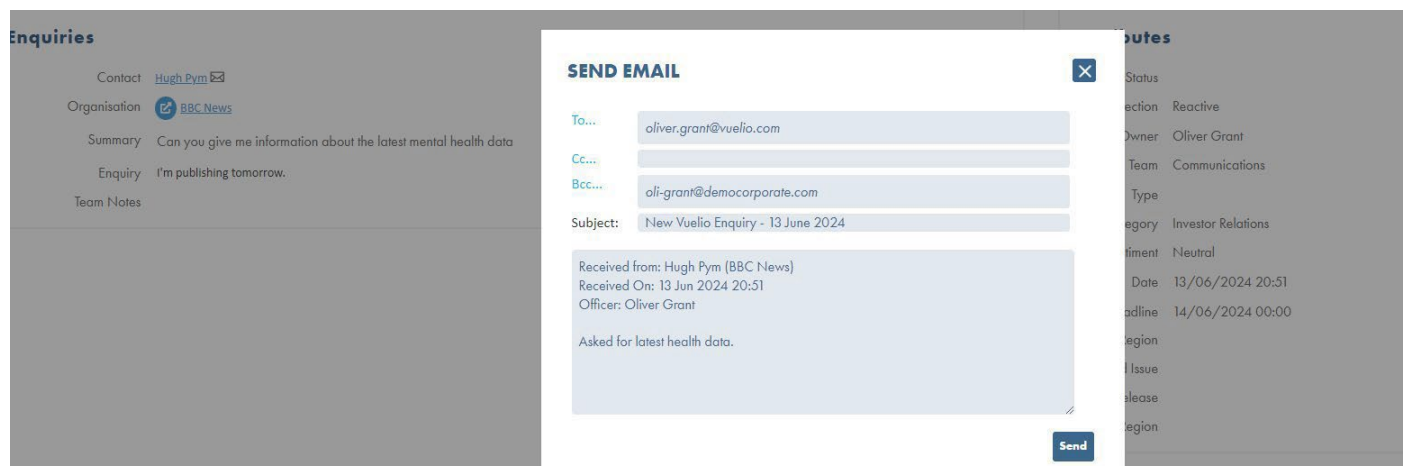


The screenshot shows the 'Enquiries' detail page in Vuelio. It displays the contact information (Gwyn Topham from The Guardian), the summary of the enquiry, and the response. The response is dated 21/05/2023 11:12 and provides information about the strike action. The page also includes a sidebar with 'Attributes' and 'Related Coverage'.

Response Date	Response Text	Outcome	Returned By	Owner	Primary
21/05/2023 11:12	The strike action on Wednesday 10 May and Wednesday 7 June 2023 is likely to affect DVSA's vehicle services including car driving tests. DVSA is doing everything it can to avert strike action.	Information provided	Telephone	Oli Smith	

FR 1.3.2 - The solution must allow the assigning of team members to the enquiries and allow them to receive notifications of deadlines and other alerts. – YES

You can assign enquiries to colleagues and email them notification directly via the system:





















Deadlines can be managed and sorted via the central dashboard but do not send alerts.

FR 1.3.3 - The solution must provide the ability to store statements that have been approved along with any attachments – YES

- Vuelio's subjects functionality enables you to link various activities to a central subject page – these could be issues, announcements, activities campaigns or general topics
- Each page is like a 'folder' to store all statements, lines-to-take, messaging, documentation conversations with journalists and other key info for ongoing subjects
- The functionality helps you to have a 360 degree view of all historical activity on a subject in one place, to ensure consistent communications for ongoing issues/ campaigns

In a similar list view to the enquiry dashboard, you can search and filter all statements via the subjects dashboard:

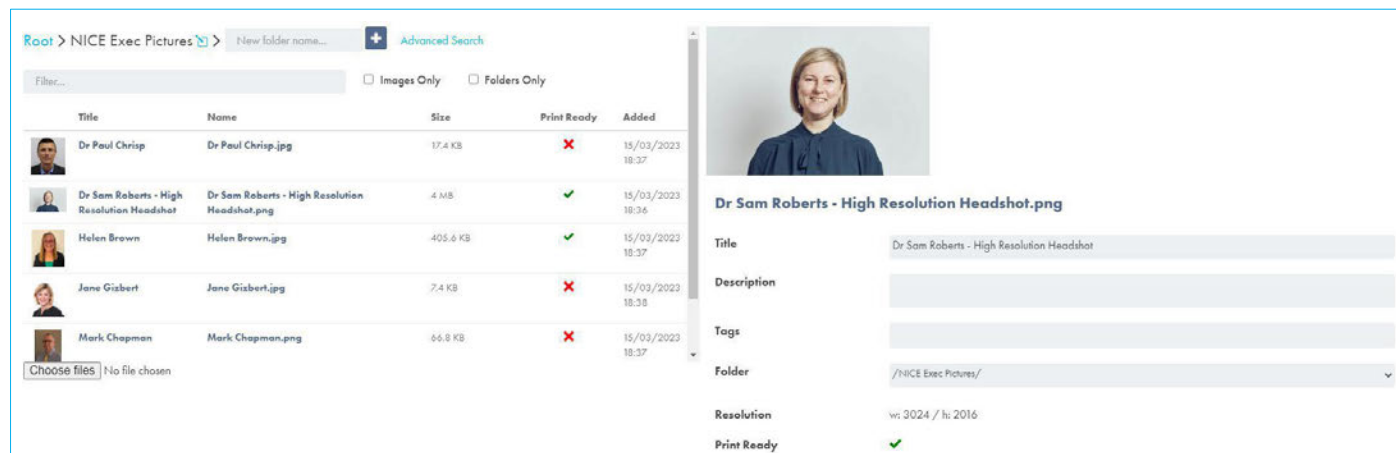
Enter search...   						
Date Created	Title	Owner	Type	Category	Active	Team
01/04/2023	Vehicle tester and traffic examiner strike: April 2023	Louisa O'Sullivan	Briefing	Regulatory		Communications
30/03/2023	Chief Sustainability Officer	Katharine Feltwell	Media	ESG		Communications
07/02/2023	Lecturer Strikes 2023	Louisa O'Sullivan	Stakeholder	Public Affairs		Communications
21/12/2022	Increased rural crime	Rachel Kopman	Crisis	Public Affairs		Communications
25/11/2022	Santander Prosperity campaign	Omkar Khot	Campaign	ESG		Communications
21/11/2022	Coca-Cola Recall to ASDA November 2022	Omkar Khot	Crisis	Consumer		Communications
18/10/2022	Poor Hygiene PSA	Georgia Hammond	Briefing	ESG		Communications
15/09/2022	Antitrust / competition review of telecomms sector	Katharine Feltwell	Reputation	Regulatory		Communications
09/08/2022	Divesture Rumours	Louisa O'Sullivan	Reputation	Investor Relations		Communications
17/06/2022	Héctor Grisi nominated to succeed José Antonio Álvarez	Rachel Kopman	Briefing	Executive Committee		Communications
25/03/2022	Data poverty research scheme	Kalifa Sylvester	Campaign	Public Affairs		Communications
14/03/2022	Culture Department Expansion	Omkar Khot	Media	Corporate		Communications
09/03/2022	Housing developments	Tayo Adesanya	Campaign	Responsible Banking		Communications
02/03/2022	Acquisition of Avid Gaming	Katharine Feltwell	Q&A	Corporate		Communications
21/02/2022	Covid Response	Max Amies	Crisis	Responsible Banking		Communications

FR 1.4.1 - The solution should provide a blog template, which can be tailored to include NHSBSA branding and posting to the microsite – YES

Blogs can be posted to Vuelio's NHSBSA branded newsroom directly from the press release module in the same place you'd publish press releases, or send email distributions

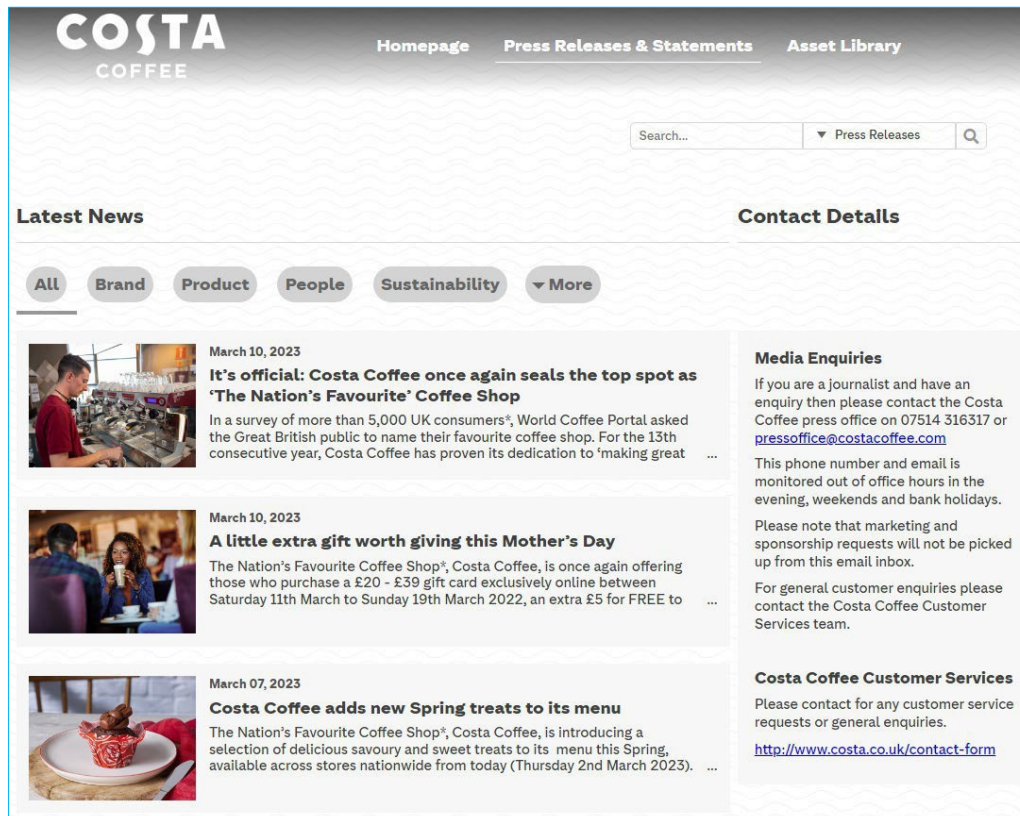
FR 1.5.1 - The solution must provide a library where photos and images can be stored and posted to the microsite or sent out when needed. – YES

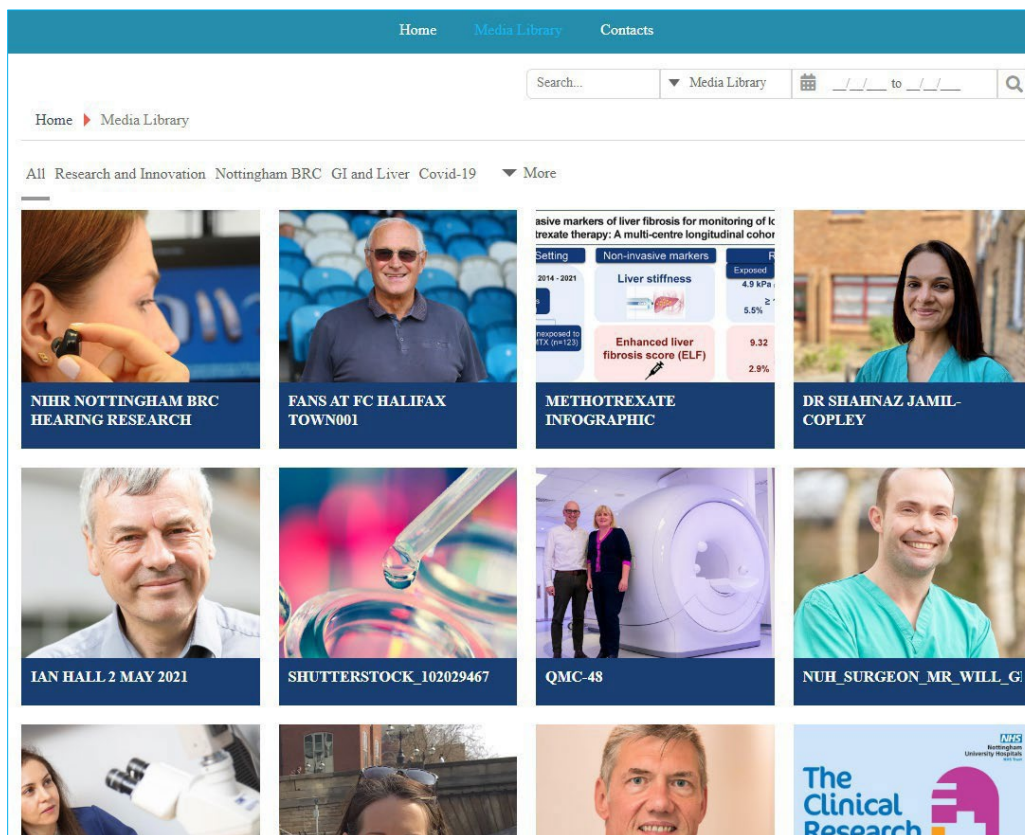
Vuelio provides an Asset Library where images, videos, podcasts, reports, presentations, logos and other documents can be uploaded and directly linked or embedded within your press releases. The library is easy to use via search or a folder system, and can act as a central repository for all press assets.



FR 1.6.1 - The solution must a site where reporters and other stakeholders can access all news and blogs from the NHSBSA, including photos and other media. – YES

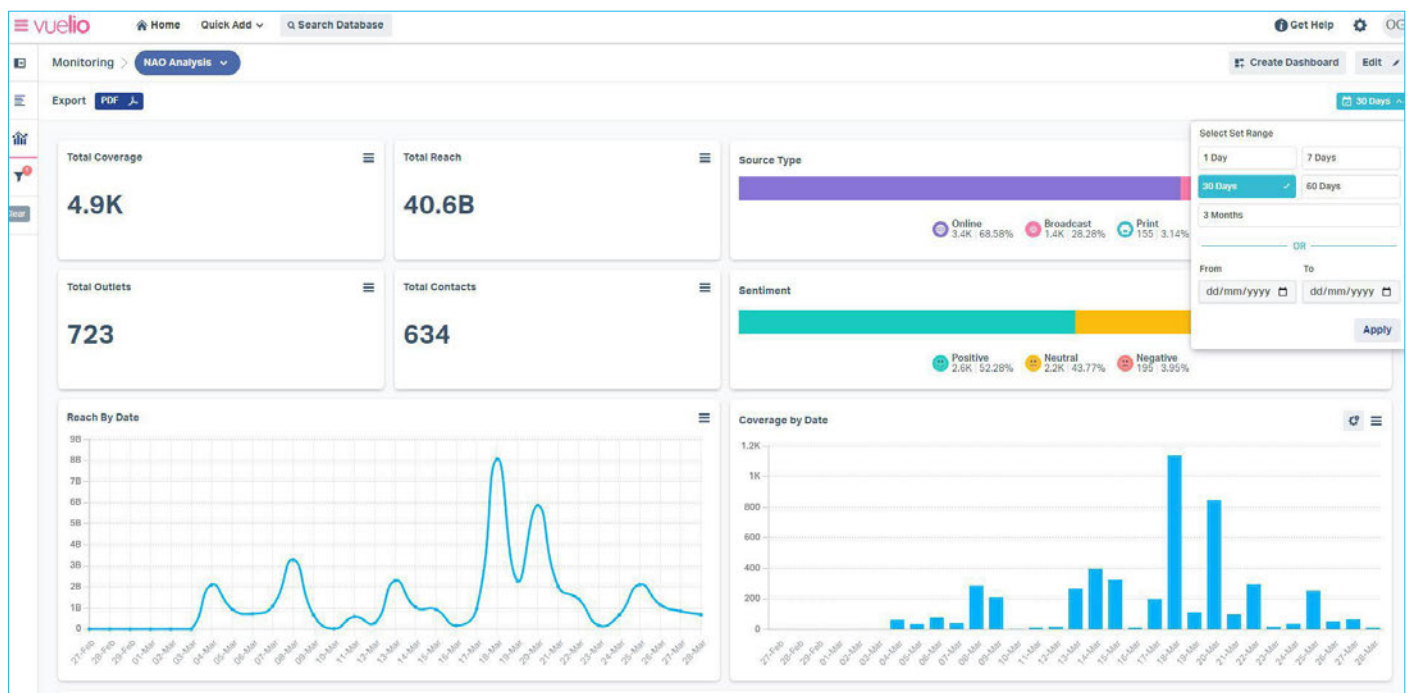
Vuelio can also provide an externally facing Newsroom site that can be a standalone resource for journalists to access press releases, images, press office contact details and other press collateral – which is managed directly from your Vuelio platform, with publishing directly from the press release module and the ability to upload assets via the Asset Library



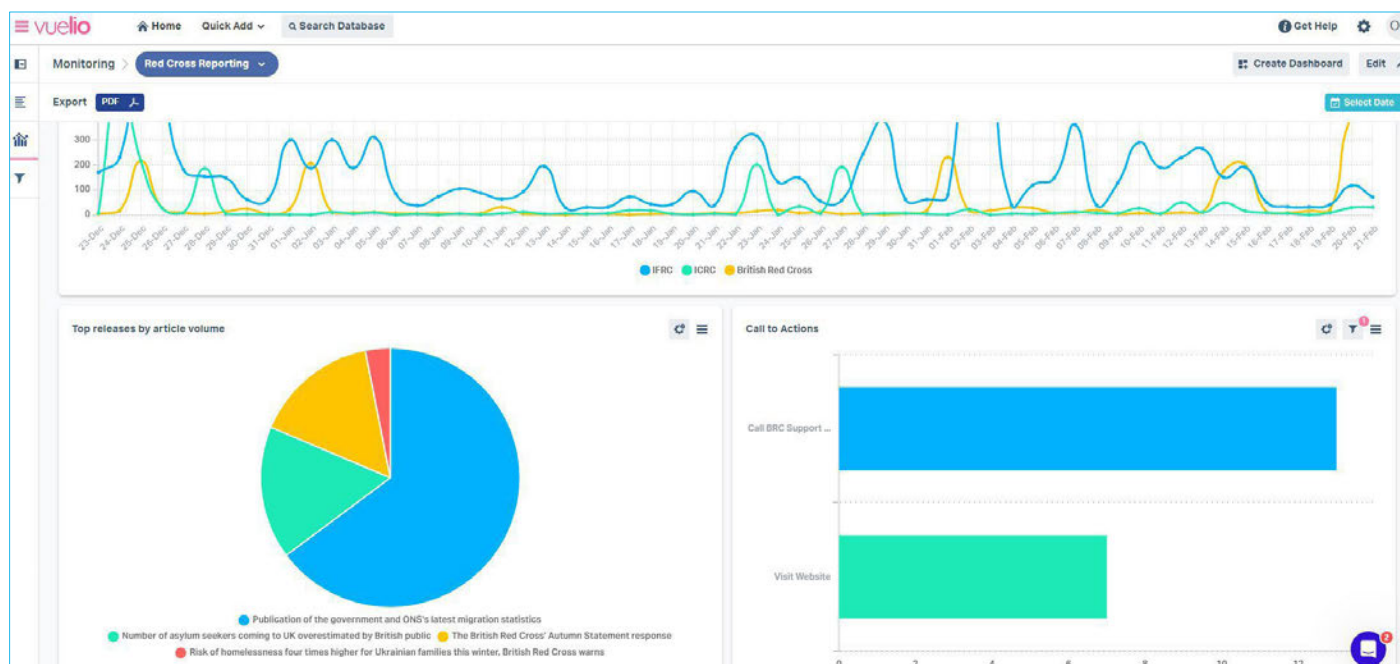


FR 1.7.1 - The solution must provide analytics on the communications to enable the generation of reports and provide insights into our work. This includes horizon scanning for potential issues and 'good news' stories. – YES

Vuelio provides a wide range of analytics to help analyse your work, see the most successful outputs.

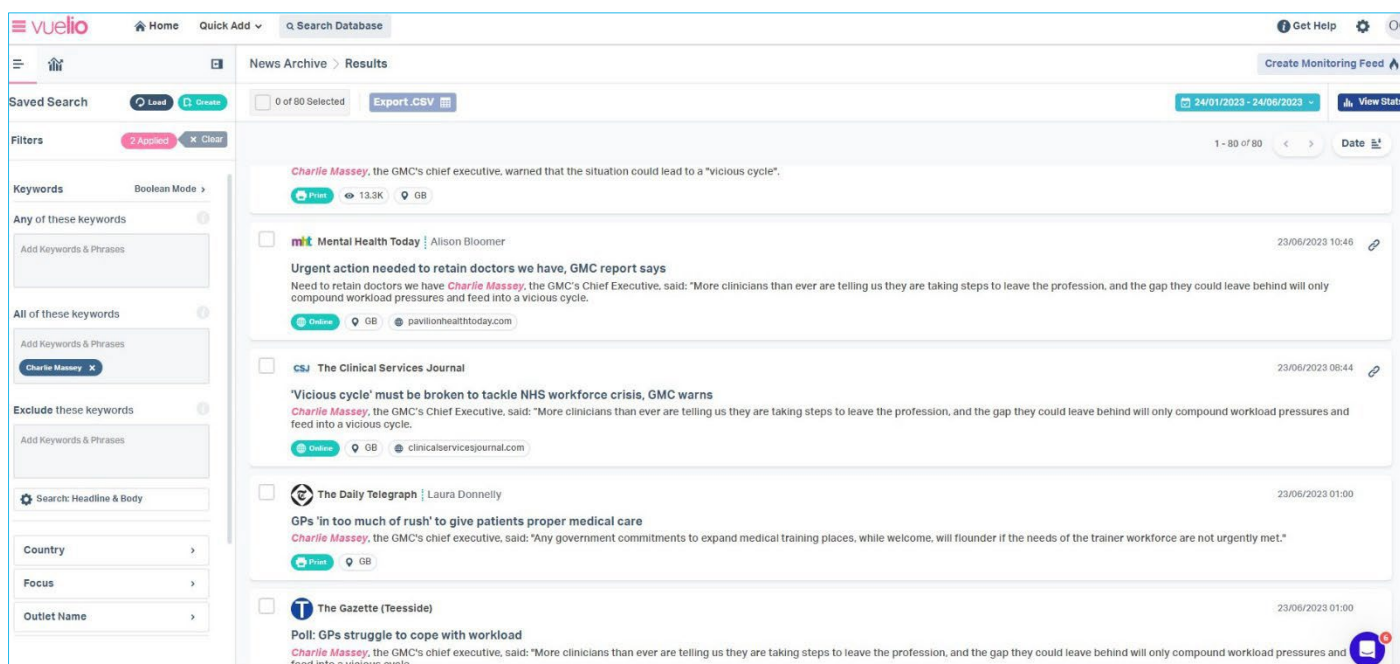


You can benchmark coverage vs other organisations, and coverage can be attributed and analysed by your proactive activities, such as press releases and campaigns.



Vuelio's online monitoring provides unlimited keywords and mentions, enabling you to track various other topics, issues or potential positive stories and be notified of them via email and within the analysis dashboards.

Vuelio's News Archive is a useful research resource, where you can search through millions of news articles up to 2 years back using any keywords – whether they are part of your brief or not. You can also 'switch-on' ad-hoc searches and alerts from this view.



FR 1.7.2 - The solution must provide daily emails from the service with a digest of all NHSBSA coverage, not limited to those generated by our press releases. YES

- Vuelio's software will provide unlimited news alerts at set times (e.g. daily, twice daily).
- These are highly customisable for each recipient or team – each user can amend their preferences
- We offer several customisable template/ formatting options
- Layout, colours, highlighting, branding and logos are all customisable

- Grouped news by your own customised attributes, services, spokespeople etc.
- Separate sections for 'Industry News' or Competitors as appropriate
- You can also group news by additional groupings, such as media type
- Vuelio also offers Breaking News alerts, to deliver urgent news throughout the day in real-time
- You can set specific criteria for Breaking News alerts, e.g., only delivering national news mentions
- Your services team will configure alerts for you; however, it is simple to set up ad-hoc alerts yourself



Content

MPTS

Online

Climate change protest GP suspended for five months
 Publication Date: 23/04/2024 15:59
 Keywords: "Medical Practitioners Tribunal"(2)
 Source: Pulse
[Open at Source](#) | [Open in Vuelio](#)
 ... five months due to multiple breaches of a court order, a tribunal has ruled. An independent tribunal of the **Medical Practitioners Tribunal** Service (MPTS) suspended Birmingham GP Dr Sarah Benn's registration for a period of five months. The GMC sai...

General Medical Council

Table of Contents

.GMC (13)
 General Medical Council (7)
 MPTS (6)

Content

.GMC

General Medical Council

Print

'Sex in the surgery' doctor's future hangs in the balance
 Publication Date: 24/04/2024 01:00
 Keywords: "General Medical Council"(1)
 Source: Swindon Advertiser
[Open at Source](#) | [Open in Vuelio](#)
 ...e was also determined to have threatened to 'slit another woman's throat' when she indicated she was going to report him to the **General Medical Council** for his behaviour. In a reflection that was submitted to the panel, Dr Plimmer indicated that he was in the thralls of a sex ad...

GMC suspends climate action doctor over 'repeated law breaking'
 Publication Date: 24/04/2024 01:00
 Keywords: "Medical Practitioners Tribunal"(1) "General Medical Council"(1)
 Source: The Guardian
[Open at Source](#) | [Open in Vuelio](#)
 ... climate protests has been taken off the medical register for five months, and still faces being permanently struck off. The **Medical Practitioners Tribunal** Service (MPTS), the disciplinary arm of the **General Medical Council** (GMC), yesterday suspended Dr Sarah Benn, having stated ...

Online

British doctor suspended over involvement in Just Stop Oil protests
 Publication Date: 24/04/2024 11:11

FR 1.7.3 - The solution must provide coverage details including all broadcasts. This includes both digital and print media.

- Vuelio monitors over 100k+ global online news sources – we can restrict to just UK if preferred, but we can monitor international titles (such as key international trades) at no added cost
- We'll monitor for all mentions of NHSBSA and other relevant entities
- Print content in PDF format, including trades such as Pulse, highly local print content – we monitor from a full UK reading list of 5,000+ titles including CLA content) – print is based on up to 800 clips p.a.
- Real-time online news, including various agreements and solutions to help gather paywall content – direct access to titles such as The Times, Sunday Times, Telegraph, Economist, Spectator
- Unlimited Real-time broadcast content available as streams or instant self-service downloads, including transcripts. We offer optional podcast and blog monitoring.
- Professional setup and ongoing reviews of your brief to ensure results are highly relevant, and business continuity measures in place to ensure continuity of our monitoring services

FR 1.8.1 – The solution should be enabled for use by at least 8-10 members within the Communications and Marketing team and allow multiple people to complete tasks at once.

We will provide 22 logins who can use the platform fully concurrently.

1.9 Admin and Service Management

FR 1.9.1 The solution must allow multiple users and collaboration

Comments: YES – fully concurrent

FR 1.9.2 The solution should provide a contract/account manager to support in various issues, e.g. technical.

Comments: YES – you will have a dedicated account manager as well as professional services consultant for technical queries

FR 1.9.3 The solution should provide a secure login capability, e.g. 2-factor authentication.

Comments: YES we offer 2FA as well as SSO via Azure AD

FR 1.9.4 The solution should provide full training on the how the solution works.

Comments: YES – we'll include full bespoke training and ongoing training workshops

FR 1.9.5 The solution should enable the owner to have regular review meetings with the supplier

Comments: YES – we will agree quarterly account review meetings to track progress of setup and customer satisfaction

FR 1.9.6 The solution should allow admin users to have the ability to add a new user to the solution

Comments: YES – admins can add new users

FR 1.9.7 The solution should allow admin users to have the ability to remove an existing user to the solution

Comments: YES – admins can remove users

FR 1.9.8 The solution should show a message if the system is unavailable

Comments: YES – support details will be provided on screen

FR 1.9.9 The solution should provide full training on the additional admin functionality of the solution

Comments: YES - we'll include full bespoke training and ongoing training workshops

FR 1.9.10 The solution should allow admin users to customise the features other users have access to.

Comments: YES – admins can choose what permissions users have.

1. Non-Functional Requirements		Y/ N
	2.1 Accessibility and Usability	
NFR 2.1.1	The solution must work with assistive technologies in compliance with GDS standards. https://www.gov.uk/service-manual/technology/testing-with-assistive-technologies	Y
	<i>Comments: Vuelio is compatible with assistive technologies</i>	
NFR 2.1.2	The solution must work across all modern browsers including Google Chrome, Microsoft Edge and Safari.	Y
	<i>Comments:</i>	
NFR 2.1.3	The solution must be device agnostic i.e. work across all standard device types including pc/laptop (running Windows 10, Linux or MacOSX), mobile or tablet.	Y
	<i>Comments:</i>	
NFR 2.1.4	The solution must be AA accessibility compliant as defined by the W3C Web Content Accessibility Guidelines (WCAG) 2.1 (WCAG 2.2 from May 2023)	Y
	<i>Comments:</i>	

NFR 2.1.5	The solution must be responsive in design to work across different devices and screen resolutions.	Y
	<i>Comments:</i>	
NFR 2.1.6	The solution must allow users to access the system from 08:00.	Y
	<i>Comments: Vuelio provides 24/7 access with at least 99.5% availability</i>	
NFR 2.1.7	The solution must allow users to access the system until 18:00.	Y
	<i>Comments: Vuelio provides 24/7 access with at least 99.5% availability</i>	
NFR 2.1.8	The solution must allow users to access the system from Monday to Friday	Y
	<i>Comments: Vuelio provides 24/7 access with at least 99.5% availability</i>	
NFR 2.1.9	The supplier must be responsive in design to work across different devices and screen resolutions	Y
	<i>Comments: Vuelio features responsive design</i>	
	2.2 Information Governance/Data Protection	
NFR 2.2.1	Use of personal data MUST be subject to a Data Protection Impact Assessment (DPIA) and an appropriate DPIA process should be put in place and enabled by the solution.	Y
	<i>Comments: We can work with you on DPIAs as appropriate</i>	
NFR 2.2.2	The supplier must be registered with the Information Commissioners Office.	Y
	EU based businesses should be registered with the relevant Data Protection Authority	
	<i>Comments: ICO reg Z9290756</i>	
NFR 2.2.3	The supplier must confirm if they process data outside of the UK / EEA, including data centres and any sub-processor	N
	<i>Comments: all data processed in UK</i>	
NFR 2.2.4	The supplier must have an up to date Privacy Notice available to the public on their website	Y
	<i>Comments: https://www.pulsargroup.com/privacy-policy/</i>	
NFR 2.2.5	The supplier must disclose whether they engage with any sub-contractors and identify the supply chain.	Y
	<i>Comments: Only Azure for hosting</i>	
	The supplier must ensure they have an IG Incident Management Policy and process in place.	Y

NFR 2.2.6	<i>Comments: As part of our ISO27001 InfoSec ISMS</i>	
NFR 2.2.7	The supplier must ensure they have an IG Information Management Policy and process in place. <i>Comments: As part of our ISO27001 InfoSec ISMS</i>	Y
NFR 2.2.8	The solution must comply with the latest Data Protection legislation as published. <i>Comments:</i>	Y
NFR 2.2.9	The solution should comply with the latest version of the Privacy and Electronic Communications Regulations (PECR) via the Information Commissioners Office. <i>Comments:</i>	Y
NFR 2.2.10	The solution must comply with the latest Data Protection legislation as published. <i>Comments:</i>	Y
NFR 2.2.11	The solution should comply with the latest version of the Privacy and Electronic Communications Regulations (PECR) via the Information Commissioners Office. <i>Comments:</i>	Y
2.3 Recovery, Reliability and Availability		
NFR 2.3.1	The solution must have an uptime of 99% or higher. <i>Comments: Depends on the criticality of the activity and what it is supporting.</i>	Y
NFR 2.3.2	The supplier must ensure that all planned outages are agreed in advance by all parties <i>Comments: Discuss with Commercials/ state in contract</i>	Y

NFR 2.3.3	The solution must ensure a Mean Time To Recovery (System Down) of 24 Hrs. This is the average time it takes to recover from a system failure where the entire system is down. <i>Comments: DDAT Disaster Recover</i>	Y
NFR 2.3.4	The solution must ensure a Mean Time To Recovery (Information Unavailable) of 12 Hrs. This is the average time it takes to recover from a system failure where some information is unavailable but not all the system is affected. <i>Comments: DDAT Disaster Recover</i>	Y
NFR 2.3.5	The solution must have a Recovery Point Objective (RPO) / Restore time of 12 Hrs. The RPO describes the interval of time that might pass during a disruption before the quantity of data lost during that period exceeds the Business Continuity Plan's maximum allowable threshold. <i>Comments: Agree with supplier and DDAT Disaster Recovery</i>	Y -
NFR 2.3.6	The solution must have a Recovery Time Objective (RTO) / Backup time of 12 Hrs. The RTO is the duration of time and a service level which the application must be restored after a disaster in order to avoid unacceptable consequences associated with a break in continuity. <i>Comments: Dependent on criticality of activity and Business Impact Analysis carried out</i>	Y
NFR 2.3.7	The solution must comply with ISO/IEC 22301 standards for Security and Resilience in respect of Business Continuity Management systems. <i>Comments: additional to the above, ensure that if required and exercise schedule is created with key stakeholders</i>	Y
2.4 Security		

NFR 2.4.1	The supplier could be Cyber Essentials Plus certified.	Y
	<i>Comments:</i> https://registry.blockmarktech.com/certificates/5fcffdc9-33af-489d-9949-4080988ebbeb/	
NFR 2.4.2	The solution must either be certified to ISO27001 by a UKAS accredited body OR be able to evidence compliance with the controls specified in ISO27001 Annex A	Y
	<i>Comments:</i> Certificate https://458431.fs1.hubspotusercontent-na1.net/hubfs/458431/Access%20Intelligence%20Trust%20Centre/ISO27001_Certificate_Access_Intelligence_Plc.pdf	
NFR 2.4.3	The solution must comply with NCSC's Cloud Security Principles (if solution is cloud based system)	Y
	<i>Comments:</i> We are CEP certified	
NFR 2.4.4	The solution must comply with NCSC's secure communication principles guidance, found at the following link: Secure communications principles - NCSC.GOV.UK	Y
	<i>Comments:</i> We are CEP certified	
NFR 2.4.5	The Call Off Solution Must include Single Sign On support utilising Azure AD as the central repository for the purposes of Agent and TL authentication. In accordance with the NCSC guidance on Enterprise Authentication Policy. At this current Link NCSC security advice, Enterprise Sign On.	Y
	<i>Comments:</i> Yes, our solution supports Azure Active Directory with OAuth 2.0 for the purposes of Agent and TL authentication.	

NFR 2.4.6	The solution must protect accounts via MFA, which could be achieved via Single Sign On support (referred to in NFR 2.6.5).	Y
	<i>Comments: Yes, Multi-Factor Authentication (MFA) is in use. The primary method for authentication of staff is Single Sign-On (SSO) with MFA. Vuelio and Pulsar products also have MFA available to all users.</i>	
2.5 Interoperability		
NFR 2.5.1	The solution should have defined interoperability data model in regards to any data extraction and interfacing.	N
	<i>Comments:</i>	
NFR 2.5.2	The interoperability data model should be available to be stored in the NHSBSA's central data model repository.	N
	<i>Comments:</i>	
NFR 2.5.3	The interoperability data model should be aligned with the NHSBSA's approved Data_Standards_NHSBSA_Data_Architect (Appendix A)	N
	<i>Comments: We maintain interoperability of data stored through automatic cloud backups and a process for safely disposing of equipment and data. At the end of a client's contract, the client can request export of their data which is performed by DevOps and sent over a Secure FTP connection within a calendar month. The data is removed from our servers after 100 days.</i>	N

Project Ref and Name: **C283197 W127690 [Proc] PR Management Tool**
Section: **3. Social Value Envelope**
Supplier Name: **Access Intelligence Media and Communications**

Business rule 2: Circular economy – resources and waste strategy

Circular Economy

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

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

true

Social Value Model

Environmental Protection

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

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

The group is working to produce a net zero transition by reducing our carbon emissions, coupled with the offsetting of any that we're unable to eliminate completely from our operations. As an interim solution while we work towards our net zero plan, the group is looking for credible, impactful carbon offsetting projects to support.

Our products are software and insights so to minimise emissions resulting from cloud computing/storage the key approach we have taken is to use suppliers who have made commitments to going carbon neutral.

Our London Office is in a shared building with effective provision for recycling and we provide bins in the office for recyclable waste such as paper, plastic and tins as well as separate bins for glass and cardboard. Our landlord has advised us that part of the energy that feeds the building is supplied as green energy and we are encouraging them to be more specific and make ongoing improvements.

Although we see the value of meeting clients face to face, we manage the booking of business travel strictly in order to avoid any unnecessary journeys. We have no company cars. Prior to Covid lockdowns we had started trials of partial homeworking and early starts in certain teams in support of work-life balance and reduced commuting and we now have formalised hybrid working as part of our carbon reduction initiatives. We offer a cycle to work scheme and showers in the office, encouraging employees to replace their usual modes of transport to work with cycling.

We actively encourage our employees to adopt environmentally conscious behaviour via information in our weekly internal newsletter and are currently planning a 2024 volunteering event with Thames 21 to support green practices in the local community.

2024 will also see the formation of a global ESG committee, where representatives from each country within the group will be able to feedback ideas about how to improve sustainability in their individual offices to a board appointed representative.

When it comes to the purchase of Equipment and Consumption of Resources:

- We minimise our use of paper and other office consumables through utilising technology such as our cloud environment and document control solution and discouraging printing.
- We encourage the recycling of office waste, including paper and computer supplies, by providing appropriate recycling bins and not providing under desk bins.
- Every effort is made to reuse or recycle old computer equipment and we reuse other office equipment wherever possible, such as when moving office.
- Our office space is significantly open plan to minimise interference with the passive ventilation system and the need for supplemental air-conditioning.
- We reduce the energy consumption of office equipment by purchasing energy efficient equipment and through good housekeeping.
- Where we have direct control of energy supplies, we seek to purchase electricity from a supplier committed to renewable energy.
- When using data centres, we seek suppliers who actively promote sustainability within their own businesses.

We also expect that any suppliers we use have appropriate policies of all kinds, including environmental, ESG, D&I.

We review policies and where appropriate ensure policies are committed to within T&Cs of contracts with our supply chain.

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

Net Zero

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

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

true

Business rule 3: To meet transparency and accountability commitments

Supply Chain Data

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

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

true

Social Value Model

Wellbeing

Detail how you proactively promote the wellbeing of colleagues working within this contract and how this will be monitored.

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

Vuelio and our group plc is fully committed to developing positive policies to ensure no-one is discriminated or victimised in any way and are afforded equal opportunities in recruitment, selection, promotion and training, regardless of sex, sexual orientation, marriage and civil partnership status, age, disability, pregnancy and maternity, gender reassignment, religion or belief, race, creed, colour, ethnic and national origins.

We know that innovation thrives in teams where diverse points of view come together to solve hard problems. As such, we explicitly seek individuals who will bring diverse life experience, diverse educational background, diverse culture, and diverse work experience.

The Directors fully support the achievement of the following objectives:

- Ensuring this policy and the Codes of Practice issued by the Equality and Human Rights
- Commission under the Equality Act 2010 are communicated and understood by all employees during induction, training programmes and are readily available for reference thereafter
- Ensuring that the company's policies and procedures are under constant review to ensure compliance with all relevant legislation and best practice
- Ensuring that sources of recruitment are as broadly based as practical, and all relevant media and

job adverts are free from any bias or discriminatory comment. Where necessary issuing formal instructions to ensure recruitment, selection, training and promotion policies are known by managers/supervisors

- That opportunities for promotion, training and career development are free from any form of discrimination or victimisation
- Ensuring that positive action is only used in circumstances prescribed under the Equality Act 2010
- That pre-employment health questions will only be asked in compliance with the guidelines provided in the Equality Act 2010
- Having an open door policy whereby all comments and suggestions are welcomed in respect of both the company's equal opportunities policy and any other policy or practice within the business
- Promoting equal pay
- Take all reasonable precautions to prevent any form of discrimination, harassment or victimisation from taking place, either by acts or omissions by both officers and employees of the company as well as third parties
- Investigating any complaints about unfair treatment or harassment, ensuring corrective action is implemented which will prevent recurrence

Groups & Initiatives Promoting Diversity & Inclusion


Access Intelligence Women in Work Group: an internal company network dedicated to promoting the interests of people identifying as women, through discussion, awareness, collaboration, and external thought leadership. A group who shares material for suggested reading and hosts events around the key topics in relation to women in work.

The LGBTQ+ Network: a supportive and safe space for LGBTQ+ staff members to join and chat with fellow colleagues, and also welcomes allies of the community. Monthly meetings are held, and events and talks are hosted to promote the network and provide support to the community.

Men's Mental Health Group: a supportive group which hosts events, and talks to raise awareness of men's mental health and to create a safe space for men within the group to share everyday issues they are dealing with and get support and advice from their peers.

A gender balanced board: It is a source of pride throughout the Group to be part of a progressive business, which now has a Board with a 4:3 female:male split. Where new Board appointments are considered, the search for candidates is conducted and appointments are made, on merit, against objective criteria and with due regard for the benefits of diversity on the Board, including but not limited to gender balance.

Appendix B - G-Cloud 13 Service Definition



Vuelio Media, Stakeholder and Political Services

Digital Marketplace – Service Definition

SERVICES

Vuelio provides best-in-class communication tools—all available in one place.

Traditional and digital
Monitoring
+ news management

Interactive
Clipbooks
for campaign reporting

Human researched media
Contacts
+ relationship management

Media & Stakeholder

Analysis

Dashboards and bespoke reports

Response Source

Requests

Journalist Enquiry Service

Tailored news

Alerts

+ editorial summaries

Political

Intelligence

Monitoring and contacts



SERVICE OPTIONS

Media Contacts

Kept up-to-date by our in-house research team, Vuelio's media database provides **and** detailed profiles on journalists and publications; searchable in our user-friendly interface and with seamless integration with our other modules, such as press enquiries, media monitoring and press release distribution.

Influencer Contacts

Supplementary to our media database, we also provide the UK's largest blogger database – allowing you to grow your audience beyond solely traditional media.

Political Contacts

Our political research team maintains contacts and profiles for parliamentarians in **g** UK, Devolved, Europe as well as staff, civil service and local government – all fully integrated with political monitoring and stakeholder management tools.

Email Distribution

Distribute releases to journalists, MPs and other stakeholder groups using Vuelio's **an** module, with custom templates and the ability to gauge impact by viewing live **eggs**.

Press Office Management

Log, manage and report on your press enquiries, responses, issues, lines-to-take and **in** one place. Easy to log via email integration and mobile app + a wider range of automatic linking functionality to other Vuelio modules.

Stakeholder Relationship Management

Capture and report on engagement with your stakeholders, helping you to manage **ur** and internal relationships in a platform purpose built for public sector communications **ts**.

Media Monitoring

Fast and accurate monitoring of print, online, broadcast and social from a **o** reading list of sources. Manage your coverage in our feature-rich portal, with **af** email alert options.

Email Alerts

Stay informed of developments in the news and on social in near-real time, with **h** highly customisable alert service. Content is displayed in your own custom groupings

Editorial Newsletters

Expertly summarised and curated daily newsletters written by experienced **es** your mentions, as well as relevant stories about your peers and industry topics.

Analytics & Insight Reports

Access real-time insight on your media and social coverage through powerful **dashboards**, with additional options for curated and customised Insight reports.

Political Monitoring

Vuelio Political Monitoring gives you full visibility of everything that's happening **as** spectrum of Government, Parliament and social media, with tailored political content delivered in a way that works for you.

Online Newsrooms

Make your content easily available to journalists, stakeholders and influencers **ra** branded, customisable online newsroom.

Canvas - interactive clipbook service

When the time comes to report on your activity, instantly generate a web-based, interactive report of news stories, social media activity, video and audio from across the web and **de**

ONBOARDING & SUPPORT

Week 0

Pre-Sales preparation

Onboarding team works with Commercial team, preparing while you are reviewing contracts.

Allocation of your dedicated Account Manager, Implementation Consultant and Designated Support Specialist who will be selected based on their experience in your sector.

Initial internal conversation on your key requirements, including starting date, monitoring brief, key stakeholders, objectives, priorities, reasons for joining Vuelio, any data uploads – an agreed Statement of Work.

Week 1

Setting you up for success

Detailed evaluation of our agreement; your site is built and the relevant modules activated.

Introduction to your personalised Vuelio Team, firming up of objectives, agreeing timelines for the implementation and initial configuration of platform, and agreeing what a successful first year looks like for you.

Setting up all relevant monitoring feeds based on your bespoke keyword brief for review; implementing media lists and press release templates; any agreed data to be ingested.

Week 2

Bedding In

Refining and improving the monitoring feeds, referencing to the Statement of Work

Custom recommendations from your Implementation Consultant and Designated Support Specialist on how to get the most out of the platform. Personalising the output, agreeing format and timing for news alerts and bespoke tagging needs.
Arranging training of all users

QA of setup by Professional Services team

Week 3

Adoption

Training of the platform; going through live tasks and using in action; bi-monthly calls with your Account Manager and Designated Support Specialist booked in.

NPS Survey sent from Executive Sponsors to evaluate adoption; feedback driving subsequent improvements and optimisation to your service.

Finalizing configuration and getting your signoff.

Week 4

Ongoing Support

We are always there for you. Unlimited check-ins are required.

Always-on live chat support and access to our support team by phone and email in addition to a named support contact.

Bi-monthly catch ups and six monthly proactive system reviews and refreshers by your Designated Support Specialist

TRUST CENTRE

We take security & compliance seriously and recognise that our Information Security (InfoSec) practices are important to our public sector users. Therefore, we have created this [Trust Centre](#) to be transparent about how we secure data.

ISO 27001

The Access Intelligence Group, based in the UK, has achieved the ISO/IEC 27001 certification.

This is an international standard for Information Security Management that demonstrates an ongoing commitment to apply the most rigorous risk management model to protect information and data belonging to both the Group and its clients.

The standard forms the basis for effective management of confidential information and the application of information security controls. It recognises an ongoing commitment to review systems and suppliers, identify risks, assess implications and put controls in place for data security. This includes auditing all systems, information assets, operational processes, legal and regulatory requirements, and an ongoing training programme to strengthen the organisation's expertise in risk management and data security.

ISO 27001 recognises the Group's exceptional standards in data management and security. This benefits all those who can rely on the company's ability to store and process sensitive data in a secure way underpinned by robust systems, increased business resilience, and improved management processes.

Cyber Essentials Plus

Cyber Essentials is a UK government-driven initiative to promote high standards in cyber security across all industries and sectors.

Developed as part of the UK's National Cyber Security Programme, the UK Government worked with the Institute for Small and Medium Enterprises (IASME) consortium and the Information Security Forum (ISF), to provide a clear statement of the basic controls that all organisations should implement to mitigate the risk from common internet-based threats, within the context of the Government's 10 Steps to Cyber Security.

Access Intelligence achieved the higher standard, Cyber Essentials Plus, in September 2021.



Appendix C – Supplier Terms and Conditions

ACCESS INTELLIGENCE MEDIA AND COMMUNICATIONS LIMITED SUPPLIER TERMS

The following terms and conditions and schedules are incorporated into each Call-Off Contract issued under the G-Cloud 12 Framework Agreement as the “**Supplier Terms**”.

These Supplier Terms contain the terms and conditions that govern your access to and use of the Services and is an agreement between **ACCESS INTELLIGENCE MEDIA AND COMMUNICATIONS LIMITED** and you or the entity you represent (“**you**” or “**your**”). These Supplier Terms shall take effect when you use any of the Services. You represent to us that you are lawfully able to enter into contracts (e.g., you are not a minor). If you are entering into these Supplier Terms for an entity, such as the company you work for, you represent to us that you have legal authority to bind that entity.

1. DEFINITIONS

Definitions set out in the G-Cloud 12 Framework Agreement and Call-Off Contract shall have the same meaning in the Supplier Terms. All other definitions described in these Supplier Terms shall have the meaning set out herein.

Term	Meaning
Additions	The additional content and personal notes that any of the Authorised Users may create.
Authorised User	Your employees, agents and independent contractors of who are authorised by you to use the Services.
AUP	The Acceptable Use Policy set out at http://www.vuelio.com/uk/policies/acceptable-use-policy/
Documentation	The documents made available to you by the Supplier in the form of help files provided with the Service or at a web address notified by the Supplier to you from time to time which sets out a description of the Service and the applicable user instructions.
Standard Hourly Rate	£120
User Subscriptions	The user subscriptions purchased by You and set out in the Call-Off Contract which entitle Authorised Users to access and use the Services in accordance with these Supplier Terms, the G-Cloud 12 Framework Agreement and the Call-Off Terms and Conditions.
Your Content	Any data, video, graphics, information, statements or other material that is inputted by or on your behalf or an Authorised User during their use of the Services.

2. USE OF THE SERVICES

2.1 In consideration for the Charges and subject to your compliance with the Supplier Terms, the Supplier grants you and your Authorised Users a non-exclusive, limited, non-transferable, revocable licence for the duration of the Term to access and use the Services and any Additions

solely for your lawful internal business purposes and for use by Authorised Users in support of your lawful internal business purposes.

2.2 In the event that you have selected one of the Services set out below (as indicated in the Call-Off Contract), you shall comply with the applicable obligations which relate to that Service set out in Schedule A:

- (a) Journalist, Blogger & Influencer Database
- (b) Distribution Services;
- (c) Press Release Wire and Newsrooms
- (d) Monitoring Services; and/or
- (e) Journalist Enquiry Service.

2.3 During the Term of the Order Form, the Supplier shall provide you with technical support in accordance with Schedule B.

3. CUSTOMER RESPONSIBILITIES

3.1 You shall at all times comply with the AUP and shall procure that all Authorised Users do the same.

3.2 You must at all times ensure that competent staff are suitably trained to manage and use the Service and are aware of its technical limitations and procedures.

3.3 You agree to provide true, accurate, current and complete information about yourself and all Authorised Users. If you provide any information that is untrue, inaccurate, not current or incomplete, or the Supplier has reasonable grounds to suspect that such information is untrue, inaccurate, not current or incomplete, the Supplier has the right to suspend or terminate access to the Services.

3.4 You may not allow the Service to be repaired, serviced or otherwise attended to except by the Supplier's staff.

3.5 You shall maintain adequate security measures to safeguard the Services from access or use by any unauthorised person.

3.6 Except to the extent and in the circumstances expressly permitted by applicable law, You shall not alter, modify, adapt or translate the whole or any part of the Services in any way nor permit the whole or any part of the Services to be combined with or become incorporated in any other computer programs nor decompile, disassemble or reverse engineer the same nor attempt to do any such things. Notwithstanding the above, all rights to any modifications to the Services shall belong to the Supplier and You shall do all things necessary to vest such rights in the Supplier.

3.7 In relation to the Authorised Users, you undertake that:

3.7.1 the maximum number of Authorised Users that it authorises to access and use the Services shall not exceed the number of User Subscriptions it has purchased in relation to the Service from time to time as set out in the applicable Call-Off Contract;

3.7.2 you will not allow or suffer any User Subscription to be used by more than one individual

Authorised User unless it has been reassigned in its entirety to another individual Authorised User, in which case the prior Authorised User shall no longer have any right to access or use the Services;

3.7.3 each Authorised User shall keep a secure password for their use of the Services, that such password shall be changed no less frequently than monthly and that each Authorised User shall keep his or her password confidential and is fully responsible for all activities that occur under their User Subscription;

3.7.4 you will immediately notify the Supplier of any unauthorised use of User Subscriptions or any other breach of security;

3.7.5 you shall permit the Supplier to audit the Services in order to establish the name and password of each Authorised User and/or that the maximum number of Authorised Users that you have authorised to access and use the Services does not exceed the number of User Subscriptions you have purchased for a Service. Such audits may be conducted no more than once per quarter, at the Supplier's expense, and this right shall be exercised with reasonable prior notice, in such a manner as not to substantially interfere with the your normal conduct of business;

3.7.6 if any of the audits referred to in Clause 3.7.5 reveal that any password has been provided to any individual who is not an Authorised User, then without prejudice to the Supplier's other rights (including the right to reclaim lost earnings and/or claim compensation for breach of its copyright from you through unauthorised use of passwords), you shall promptly disable such passwords and the Supplier shall not issue any new passwords to any such individual; and

3.7.7 if any of the audits referred to in Clause 3.7.5 reveal that, or the Supplier otherwise becomes aware that, you have underpaid Fees to the Supplier and/or that the maximum number of Authorised Users that you have authorised to access and use the Services exceeds the number of User Subscriptions it has purchased for a Service, then without prejudice to the Supplier's other rights, you shall pay to the Supplier an amount equal to such underpayment as calculated in accordance with the pricing available on the Digital Marketplace for the Service within 10 business days of the date of the relevant audit.

3.8 Except as expressly provided for in these Supplier Terms, the G-Cloud 12 Framework Agreement or the Call-Off Terms and Conditions, you assume sole responsibility for results obtained from the use of the Services and the Documentation by you and the Authorised Users, and for conclusions drawn from such use. The Supplier shall have no liability for any damage caused by errors or omissions in any information, instructions or scripts provided to the Supplier you in connection with the Services, or any actions taken by the Supplier at your direction.

3.9 You are responsible for ensuring that your systems are capable of accessing the Services. The Supplier shall not be responsible for any failure by you and/or any Authorise User to access any element of the Services due to a failure of your systems or computer equipment, third party systems and/or equipment employed by you. The Supplier may restrict access to email distribution platforms on the Media Contacts Database if there are conflicting sender authentication measures in place, such as SPF.

3.10 You warrant that you shall comply with all applicable laws with respect to your and your Authorised Users' access to and use of the Services.

3.11 You shall defend, indemnify and hold harmless the Supplier against claims, actions, proceedings, losses, damages, expenses and costs (including without limitation court costs and reasonable legal fees) arising out of or in connection with any claim:

3.12 that Your Content infringes the copyright, trade mark, database right or right of confidentiality of a third party; or

3.13 arising out of or in connection with your or an Authorised User's use of the Services and/or Documentation in contravention of the AUP; or

3.14 any defamatory material contained in Your Content.

4. CHARGES

4.1 The Charges and billing shall be conducted in accordance with the invoicing profile outlined in the Call-Off Contract and the pricing available on the Digital Marketplace.

4.2 In addition to the Fees, the Supplier reserves the right to charge you the Standard Hourly Rate to cover:

4.2.1 the resolution of excessive or unusual problems or complaints that arise from the improper use, operation and modification or neglect of the Service by you;

4.2.2. your failure to implement recommendations in respect of, or solutions, to faults previously advised by the Supplier;

4.2.3 any problem with the Service which is caused by or results from any repair, adjustment, alteration or modification of the Service by you or a 3rd party which you are responsible for without the Supplier's prior written consent; or

4.2.4 any problem with the Service which is caused by or results from you changing any hardware, operating system software, networks or email configuration including DNS and MX records or other technical infrastructure.

5. WARRANTIES

5.1 The Supplier warrants that the Product will perform substantially in accordance with the Documentation.

5.2 In the event that you discover a material defect in the Product which substantially affects your use of the same and notify the Supplier of the defect within 90 days from the Start Date of the applicable Order Form, the Supplier shall at its sole option either refund the Charges paid during such 90 day period or use reasonable endeavours to correct by patch or new release (at its option) that part of the Services which does not so comply provided that such non-compliance has not been caused by any modification, variation or addition to the Services not performed or authorised by the Supplier or caused by incorrect use, abuse or corruption of the Services by you or by your use of the Services with other software or on equipment with which it is incompatible. Refund or correction under this Clause 9.2 shall be your sole remedy in respect of any such defect.

5.3 Except as expressly provided in these Supplier Terms, the G-Cloud 12 Framework Agreement

and the Call-Off Contract, the Services are provided to you “as is” and all warranties, representations, conditions and all other terms of any kind whatsoever implied by statute or common law are, to the fullest extent permitted by applicable law, excluded. In addition, the Supplier does not warrant or enter into any other term to the effect that any software or technology provided in connection with the Services will be entirely error free from defects or that its operation will be entirely error free.

6. INTELLECTUAL PROPERTY

- 6.1 You shall own all right, title and interest in and to all of Your Content and shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Your Content.
- 6.2 You grant to the Supplier a worldwide, fully paid-up, sublicensable, non-exclusive, non-transferable licence during the Term to use, copy, transmit, store, modify and back-up Your Content for the purpose of providing you with access to and use of the Services and for any other purpose related to provision of the Services (including for the avoidance of doubt the ability to sublicense to any subcontractor of the Supplier).

SCHEDULE A
SERVICE SPECIFIC TERMS

The following clauses only apply if such services are included in the Order Form

1. **JOURNALIST, BLOGGER AND INFLUENCER DATABASE**
- 1.1 Supplier owns proprietary databases and has a licence to provide third party global media databases which consists of a subset of content ("**Content Data**"). Your Authorised Users can log into the databases and use the Services to access, manage and analyse the Content Data.
- 1.2 Supplier grants to You a non-exclusive, non- sub licensable, non-transferrable and non-assignable, revocable, limited right to allow its Authorised Users to access and use the Content Data to view political and media profiles and information within the databases, create and download lists of information, distribute press releases and other notifications via the Product, and attach its own Additions to Content Data.
- 1.3 Use of the relevant database must be by no more than the number of Authorised Users in your organisation.
- 1.4 You and any of your Authorised Users will not:
 - 1.4.1 make the Content Data or any downloaded lists available to non-Authorised Users, unless otherwise permitted in writing by the Supplier;
 - 1.4.2 incorporate any information provided pursuant to the Services into a new product or work, free or for resale;
 - 1.4.3 transfer any Content Data or downloaded lists into a competitor's product;
 - 1.4.4 use the Content Data in a manner that would violate any applicable law, including but not limited to anti-spamming laws and regulations;
 - 1.4.5 use the electronic service to decompile, reverse engineer or disassemble any part of a website accessed or its content or software used;
 - 1.4.6 use the Services to send or distribute multiple unsolicited e-mails or messages, chain letters or otherwise to interfere with or disrupt any website accessed or Services provided;
 - 1.4.7 use the Service to introduce any material containing contaminating or destructive codes such as viruses, worms, Trojans or any other similar features to any website accessed as part of the Services;
 - 1.4.8 use the Service to attempt to send or store infringing, obscene, threatening, libellous, or otherwise unlawful or tortious material, including material violating third party privacy rights.
- 1.5 You are solely responsible for the content of your press releases and other notifications (where this Service is used), including any errors, omissions, statement of facts or opinions or third-party quotations or references.
- 1.6 The Media Contacts Database provides subscribers with a data matching service. Where uploaded private contact data matches the Supplier's data, you and/or the relevant Authorised User has the option of allowing the Supplier to substitute matching private contact data with the Supplier's maintained data. Where you (and/or any relevant Authorised User) has accepted a data substitution, the data controller and data processor for substituted data becomes the Supplier.
- 1.7 Access to the Services is through the use of a personal username and password. All users must provide their full name, business contact details, and an individual (rather than a generic, role-based, or list) email addresses that shares the same domain name as the subscribing entity.
2. **DISTRIBUTION SERVICES AND PRESS RELEASE WIRE AND NEWSROOMS**

- 21 You may purchase press release, online news hosting and other notification distribution services from the Supplier which includes the distribution of full-text and multimedia news releases and related information through the Supplier's proprietary distribution network.
- 22 The Supplier takes a "zero tolerance" approach when dealing with spam and reserve the right to deactivate your account where inappropriate use of the contacts database is deemed to have occurred.
- 23 It is your responsibility to ensure that any content published using Supplier's tools complies with copyright notices and that any necessary licences and/or permissions have been obtained from the relevant authority/body. The Supplier reserves the right to delete, without giving prior notice, published content which is deemed to be libellous, inflammatory or inappropriate.
- 24 Additional terms and conditions relating specifically to Press Release Wire services are set out at: <https://pressreleases.responsesource.com/about/fag/terms-conds>

3. **MONITORING SERVICES**

- 31 This clause 3 sets forth the terms and conditions governing Supplier's provision and your use of Supplier's content monitoring service including print, broadcast, online news, social media, and political (collectively and individually "**Monitoring Service**"). The Supplier does not represent or warrant that any specific source will be monitored by the Supplier. The Supplier reserves the right to change the sources that it monitors at any time.

- 32 In this Schedule A the following additional expressions shall have the following meanings:

CLA - the Copyright Licensing Agency Limited incorporated and registered in England and Wales with company number 1690026 whose registered office is at Barnard's Inn, 86 Fetter Lane, London, EC4A;

CLA News Item - any article, or part of an article, extracted from any published edition of a website, journal, magazine or other periodical containing an item of news or current affairs and provided by the Supplier to you under licence from the CLA whether in paper, facsimile, electronic or any other form and CLA News items shall be construed accordingly;

Clip - any or all of a Digital Audio Clip and a Digital Video Clip and "Clips" shall be construed accordingly;

Copy - an emailed or web delivered version of a News Item and Copies shall be construed accordingly;

Copyright Body - a licensed provider of content including broadcasters, the CLA, the NLA, publishers and partners and Copyright Bodies shall be construed accordingly;

Excluded Material - works identified in the list of excluded categories as listed on the CLA's website as may be amended from time to time by the CLA;

Item - any or all of: a Clip, a Copy, a News Item, a Transcript provided pursuant to the Services and Items shall be construed accordingly;

Meta-data - headline, byline, publication name, publication section, page and word count data which describes a News Item but which does not contain any body text as supplied by the NLA pursuant to the NLA Licence;

News Item - a CLA News Item and / or NLA News Item and / or any other item of news or current affairs sourced from any service provider including Copyright Bodies and News Items shall be construed accordingly;

NLA - NLA Media Access Limited, incorporated and registered in England and Wales with company number 03003569 whose registered office is at Mount Pleasant House, Lonsdale Gardens, Tunbridge Wells, Kent, TN1 1HJ;

NLA News item - (i) any article, column, report or other item in electronic form produced or supplied by a newspaper, magazine or by the NLA or taken from a newspaper or magazine in the form that it appeared in the newspaper, magazine or website; or

(ii) any article from a newspaper, magazine or website which has been digitally scanned to

produce a "read-only" version which cannot be searched or amended; or (iii) a photograph, illustration, graphic, cartoon or other image but not an advertisement and provided by The Supplier to you under licence from the NLA and NLA News Items shall be construed accordingly;

NLA Licence - the licence granted to the Supplier by the NLA to enable the Supplier to monitor certain NLA News Items (other than Rights Restricted Material) and electronically copy and distribute the contents thereof;

Portal - the online service platform into which content supplied under the Services is delivered;

Reading List - all forms of published content, subject to change from time to time, including, without limitation, newspapers, periodicals, consumer magazines, trade, technical and business journals, websites, blogs, broadcasters and other providers, as appropriate to the Services detailed in the Order Form;

Rights Restricted Material - material in respect of which (i) a newspaper publisher does not own copyright; or (ii) a newspaper publisher has not mandated the NLA to grant a licence; or (iii) the NLA does not grant licences from time to time;

Transcript - text and / or text and screen images from either a video or audio feed from one programme related to the same story up to a maximum duration of 5 minutes provided in the portal.

- 3.3 Whilst the Supplier will use its reasonable endeavours to provide you with a reasonably acceptable level of accuracy and timeliness in performing the Monitoring Services, and will apply such time, attention, resources, trained personnel and skill as may be reasonably necessary or appropriate for the due and proper performance of the Monitoring Services hereunder, you acknowledge and accept that, having due regard to the manner in which the Reading List is monitored and the News Items are collected, and the volume of material from which the News Items are derived, and where applicable the Supplier is relying upon third party suppliers when performing the Monitoring Services, no warranty, guarantee or representation is made by the Supplier that the Monitoring Services will be complete, accurate and/or fit for the purpose.

4. **COPYRIGHT AND LICENSING**

4.1 For the avoidance of doubt, it is your responsibility to obtain any additional licences required from any Copyright Body as a result of the use of monitoring services.

4.2 You agree to ensure it will comply with the terms of any necessary or appropriate licences for its use of News Items and any other information appearing within the Services.

4.3 Unless licensed by the relevant Copyright Body or copyright owner you shall not:

4.3.1 further reproduce, copy (including electronically), distribute, display, sell, publish, broadcast, circulate, deliver or transmit Copies (whether in electronic or hard copy) either internally or to any third party so as to infringe the intellectual property rights vested in the relevant Copyright Body.

4.3.2 use E-Fax software and/or equipment to receive Copies.

4.4 You will destroy all Copies in respect of which you have been notified directly or indirectly by the relevant Copyright Body as potentially or actually causing legal liability to third parties. You will treat such notices as confidential.

4.5 To the extent that you require an electronic service then you must:

4.5.1 limit the access to Copies for its own use to Authorised Users only;

4.5.2 obtain an NLA licence if the service relates to print or digital content for which the NLA has responsibility, and produce such to The Supplier on demand;

4.5.3 obtain a CLA licence if the service relates to print or digital content for which the CLA has responsibility, where you access any individual digital cutting more than once (whether by the access of multiple users or one user making multiple accesses or

otherwise);

- 4.5.4 not store Copies in electronic form as part of any library or archive of information;
- 4.5.5 provide a statement at the Supplier 's request setting out the number of Authorised Users and confirming that Copies supplied have not been dealt with or used other than by Permitted Users.

4.6 All Copies, transcripts, recorded material, article summaries and translations are supplied for your private use and shall not be reproduced, circulated, resold or copied (whether in whole or in part) without obtaining the prior written approval where relevant of the copyright holder or broadcast authority (as the case may be).

4.7 You hereby acknowledge that the Supplier is required under the terms of the licences that it has signed with the relevant Copyright Bodies to provide the Copyright Bodies with the contact details.

4.8 For the avoidance of doubt, the Supplier shall not be responsible for obtaining any consents for you referred to in this clause. You agree to indemnify and keep the Supplier indemnified in respect of loss or expenses (including without limitation legal expenses) becoming payable or incurred by it by reason of any third-party claim or suit arising from any alleged failure by you in this regard.

4.9 The Supplier will remain entitled to payment for all Items delivered whether or not you have accessed the Item and shall not be responsible or liable for any loss suffered by you in relation to any Items which have been deleted.

4.10 Both parties acknowledge that if the Supplier becomes aware that you are involved in unlicensed activities, the Supplier is obliged to notify the relevant Copyright Body and cease to provide the Services to you unless or until you have obtained an appropriate licence from the relevant Copyright Body.

5. **CHARGES AND PAYMENTS**

Monitoring services may incur the provision of Services which are invoiced in arrears. Such Services include Monthly Service fees and per clip charges. These will be invoiced on a monthly basis and the standard invoicing terms as per the Order Form shall apply.

6. **RIGHTS OF THIRD PARTIES**

Other than in respect of the right of the CLA and the NLA to take direct legal action against the Customer to enforce these Supplier Terms, and unless otherwise expressly stated, nothing in these Supplier Terms will create any rights in favour of any person pursuant to the Contracts (Rights of Third Parties) Act 1999.

SCHEDULE B

TECHNICAL SUPPORT

1. HOSTING AND STORAGE

- 11 The Supplier shall host and maintain the Service on its servers. The Service will maintain an average availability of no less than 99.5%, which translates to less than forty-five (45) hours of Downtime per annum, excluding Downtime caused by:

- 1.1.1 scheduled maintenance;
- 1.1.2 emergency maintenance; and
- 1.1.3 a Force Majeure Event

and for the purposes of this Schedule B, “Downtime” is any time in which a computer on the global Internet is unable to connect to the Supplier's production environment, log into the application, access application data or file attachments or execute reporting jobs due to unavailability of the Service.

- 12 The Supplier shall provide up to 2 Gigabytes of hosted data storage capacity to you for purposes of storing Your Content on the Service (more if the Online Media Centre/ Newsroom is specified on the Order Form).

2. BACK-UP AND SUPPORT SERVICES

- 21 The Supplier shall keep back-ups of Your Content and agrees to use reasonable care and skill to ensure the reliability of the backup and restore process. Restoration of Your Content due to the fault of the Supplier will be at the Supplier's expense and shall otherwise be at the Your expense.

- 22 During the Term, the Supplier shall provide technical support to you by providing access to a member of the Supplier's support services staff via a telephone help line or email, which support staff member will consult with you for a reasonable amount of time during the hours of 8:00 AM and 18:00 PM UK time, Monday through Friday (unless otherwise set forth on the Order Form) to assist you with troubleshooting, error correction and use of the Service.

- 23 Any professional services or custom services purchased by you shall be used within the longest Term of any other service listed on the Order Form, or if no other service is listed on the Order Form, then within Customer's then current Term.

3. ONBOARDING SERVICES

- 31 Included in the Charges are:

- 3.1.1 configuration of the software and support to configure Your DNS settings
- 3.1.2 one customised template for press releases, statements, and other distribution types (to a standard specification)
- 3.1.3 introductory WebEx training session for main users of the software and additional training for new users thereafter.
- 3.1.4 unlimited access to online training courses available here:
<http://www.vuelio.com/uk/client-support/training-courses/>

4. **MAINTENANCE SERVICES**

4.1 Maintenance shall not include:

- 4.1.1 any maintenance which is necessitated otherwise than by fair use, including damage resulting from accident, neglect or misuse, failure or unsuitability of electricity supply, failure to comply with the provisions for accessing and using the Product otherwise than in accordance with the Documentation, or any causes other than from normal and proper use;
- 4.1.2 maintenance of any application or component that is not covered by the Call-Off Contract, or is covered by agreements made with other parties, or which is not directly related to the Service; or
- 4.1.3 the reinstatement of lost data that is not due to a Service malfunction.

4.2 Except as expressly provided in these Supplier Terms or as agreed between the parties in writing, the Supplier shall have no obligation to provide any maintenance or support services to you outside normal working hours.

4.3 You agree that upgrades and maintenance commenced at your request shall not be deemed an interruption of Services.

5. **SUSPENSION OF SERVICES**

5.1 You agree that from time to time, it may be necessary for the Supplier to temporarily suspend the Services for technical reasons, the timing of which will be determined by the Supplier. If the Supplier provides you with advance notice of at least two weeks of the temporary suspension of Services, such suspension will be deemed not to be an interruption of the Services and shall not be in breach of any other provisions of these Supplier Terms or the Call-Off Contract or constitute unavailability. The Supplier shall have no liability to you for such suspension and your obligation to pay the Charges will not be affected.

5.2 The Supplier reserves the right to close down Services without notice should emergency maintenance become necessary. Emergency Suspension of Services is excluded from any calculation of availability.

5.3 The Supplier may at any time and from time to time suspend the Services without penalty or liability for any claim by you where it deems necessary to prevent the improper or unlawful use of the Services or equipment by you, an Authorised Person or any other person in breach of the Supplier Terms or the AUP (whether suspected or actual).

5.4 Non-payment of the Charges may also result in the suspension of the Services.

5.5 The Supplier will provide you with notice following such an emergency suspension to advise of the reasons for the suspension.

5.6 Such emergency suspension of Services will not be deemed an interruption of the Services for the purpose of calculating the availability of the Services.

5.7 Suspension of Services does not nullify your contractual obligations with the Supplier.

Schedule 2: Call-Off Contract charges

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

1. Pricing Mechanism

- 1.1 The Charges associated with the Services, as detailed under Part A: Order Form, Call-off contract Charges, shall operate on a fixed price basis.

2. Ordering

- 2.1 All payments will be made in accordance with the Call-Off Terms and Conditions and the Order Form, in particular the Payment Profile section.
- 2.2 Ahead of each Anniversary Date, the Buyer will confirm their volumes for the next Year and place an Order accordingly.
- 2.3 Any annual Charges for Services that are Ordered within a Year will be pro-rated to the next Anniversary Date.
- 2.4 Any one-off Charges for Services will be paid for upon Delivery, in line with the Payment Profile.

3. Charges relating to licencing

Items	Price Per Item Per Year
User	
Print Monitoring (per additional clip)	

- 3.1 Any additional licences or professional services purchased throughout the Call-Off Contract will be pro-rated until the end of the current Year. A purchase order will be raised to cover the additional charges.

Schedule 3: Collaboration agreement

Not used.

Schedule 4: Alternative clauses

Not used

Schedule 5: Guarantee

Not used.

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes created by the Party independently of this Call-Off Contract, or <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>

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

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.

Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all 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	<p>Default is any:</p> <ul style="list-style-type: none"> • breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) • other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
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-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • 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	<p>A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.13 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or
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	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.
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Insolvency event	<p>Can be:</p> <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <ul style="list-style-type: none"> • copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> • the supplier's own limited company • a service or a personal service company • a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>

IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.

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

Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.
Prohibited act	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> • induce that person to perform improperly a relevant function or activity • reward that person for improper performance of a relevant function or activity • commit any offence: <ul style="list-style-type: none"> ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

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 G-Cloud Services, including backup data.
Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Clause 2 (Services) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Platform.
Service Personal Data	The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract.
Spend controls	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.

Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application. These are outlined in Appendix C – Supplier Terms and Conditions.
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: Chris Gooday
[REDACTED]

1.2 The contact details of the Supplier's Data Protection Officer are:
[REDACTED] – Adam Palmer, Information Security Manager

1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.

1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below</p> <p>(1) Any Personal Data the buyer adds into the Vuelio platform (2) Buyer staff log in details (3) Contact information provided as part of receiving support services from the Supplier</p> <p>The Supplier is Controller and the Buyer is Processor</p>

	<p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</p> <ul style="list-style-type: none"> • N/A <p>The Parties are Joint Controllers</p> <p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • N/A <p>The Parties are Independent Controllers of Personal Data</p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier</i>
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	<p><i>Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i></p>
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Duration of the Processing	<i>For the duration of the contract.</i>
Nature and purposes of the Processing	<p>To facilitate the fulfilment of the Supplier's obligations arising under this Framework Agreement including</p> <ul style="list-style-type: none"> i. Ensuring effective communication between the Supplier and Buyer 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	i. Contact details of, and communications with, Buyer staff concerned with management of the Service.
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Categories of Data Subject	<i>Staff.</i>
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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	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
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Annex 2: Joint Controller Agreement

Not used.

