

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract

This Call-Off Contract for the Digital Outcomes and Specialists 4 Framework Agreement (RM1043.6) includes

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Schedule 1 - Requirements

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Schedule 5 - Balanced Scorecard

Schedule 6 - Optional Buyer terms and conditions

Schedule 7 - How Services are bought (Further Competition process)

Schedule 8 - Deed of guarantee

Schedule 9 - Processing, Personal Data and Data Subjects

Schedule 10 – Alternative Clauses

The Order Form (Part A), the Terms and Conditions (Part B), and the Schedules (Part C) will become the binding contract after the Further Competition Process has been concluded. Specific details will be added after the award of the Framework Agreement. The Order Form may include:

- Buyer and Supplier details
- contract term
- Deliverables
- location
- warranties
- staffing needs
- staff vetting procedure
- notice period for termination
- standards required (including security requirements)
- charges, invoicing method, payment methods and payment terms
- additional Buyer terms and conditions
- insurances
- business continuity and disaster recovery
- security
- governance
- methodology
- Buyer and Supplier responsibilities

A mockup Order Form (Part A) and Schedules (Part C) are set out below.

During the lifetime of the Framework Agreement, the Call-Off Contract Order Form template will be regularly updated to ensure that it continues to meet user needs.

Part A - Order Form

Buyer	The Secretary of State for Justice on behalf of the Her Majesty's Prison and Probation Services, The Parole Board, the Prison and Probation Ombudsman										
Supplier	Equal Experts UK Limited										
Call-Off Contract Ref.	Prj_5715										
Call-Off Contract title	Public Protection and Safe Establishments Beta Phase for replacement of the Public Protection Unit Database (PPUD) system										
Call-Off Contract description	This is a 12-month contract for a Managed Services team for delivering the Beta Phase for the Public Protection and Safe Establishments Beta. The managed services team will work with HMPPS Digital team over 12 months to provide the Beta phase for these services.										
<u>Call-Off Contract period</u>											
Start date	4 th May 2021 and is valid for 12 months.										
End date	3 rd May 2022										
(Optional) Maximum Call-Off Contract Extension Period	90 days (3 months)										
Latest Extension Period End Date	3 rd August 2022										
Notice period (prior to the initial Call-Off Contract period) to trigger Call-Off Contract Extension	60 days (2 months) prior to the Call-Off Contract End Date.										
<u>Call-Off Contract value</u>	Up to £3,000,000.00.										
Charging method	<table border="1"> <tr> <td>Capped time and materials (CTM)</td><td>X</td></tr> <tr> <td>Price per story</td><td></td></tr> <tr> <td>Time and materials (T&M)</td><td></td></tr> <tr> <td>Fixed price</td><td></td></tr> <tr> <td>Other pricing method or a combination of pricing methods agreed by the Parties</td><td></td></tr> </table>	Capped time and materials (CTM)	X	Price per story		Time and materials (T&M)		Fixed price		Other pricing method or a combination of pricing methods agreed by the Parties	
Capped time and materials (CTM)	X										
Price per story											
Time and materials (T&M)											
Fixed price											
Other pricing method or a combination of pricing methods agreed by the Parties											

Notice period for termination for convenience	Notice period for this contract is at least 60 days (2 months) prior to the Contract End Date.
Initial SOW package	SOW001

This Order Form is issued in accordance with the Digital Outcomes and Specialists Framework Agreement (RM1043.6).

Project reference:	DOS-13504
Buyer reference:	Prj_5715
Order date:	4 th May 2021
Purchase order:	To be provided upon contract signature.
From:	the Buyer The Secretary of State for Justice on behalf of Her Majesty's Prison and Probation Service, The Parole Board, the Prison and Probation Ombudsman The Ministry of Justice 102 Petty France London SW1H 9AJ
To:	the Supplier Equal Experts UK Ltd +44 203 603 7830307 Euston Road London NW1 3AD
Together:	Company number - 06191086 the "Parties"

Principle contact details

For the Buyer:	Name:	[REDACTED]
	Title:	Commercial Manager
	Email:	[REDACTED]
	Phone:	[REDACTED]
	Name:	[REDACTED]
	Title:	Service Owner

	Email:	[REDACTED]
	Phone:	
For the supplier	Name:	[REDACTED]
	Title:	Engagement Manager
	Email:	[REDACTED]
	Phone:	[REDACTED]

Data Protection Officers

For the Buyer:	Name:	[REDACTED]
	Title:	Data Protection Officer
	Email:	[REDACTED]
	Phone:	
	Name:	[REDACTED]
	Title:	Head of Governance, Business Continuity Lead and Data Protection Office
	Email:	[REDACTED]
	Phone:	[REDACTED]
	Name:	[REDACTED]
	Title:	Investigator
	Email:	[REDACTED]
	Phone:	[REDACTED]
For the supplier:	Name:	[REDACTED]
	Title:	Chief Operating Officer
	Email:	[REDACTED]
	Phone:	[REDACTED]

Buyer contractual requirements	
Digital outcomes and specialists services required:	<p>A Supplier is required to work with MoJ and its partner organisations to undertake a Beta to replace a legacy application known as the Public Protection Unit Database. The goal of this work is to replace an application which is 12 years old and is reaching the end of its lifespan. It is a legacy application fulfilling various requirements for several user groups.</p> <p>A Discovery and Alpha have been conducted which recommend replacing the existing legacy application with four separate products to better meet the needs of users in the following areas:</p> <ul style="list-style-type: none"> • Manage parole reviews • Manage recalls • Management of restricted patients under the Mental Health Act 1983 • Investigate a death in custody (for any reason) and complaints made by prisoners <p>The goal of the Beta is to build and continuously iterate these products to meet the needs of users. Products created during Beta should integrate with other applications within the Probation service as required and by the end of Beta and should allow HMPPS to decommission the Public Protection Unit Database.</p> <p>Detailed requirements for Beta will be elicited/prioritised together with MoJ/HMPPS during Inception and ongoing delivery, and Beta scope will be agreed as that which can be delivered within the available delivery capacity. The scope of each SOW (anticipated to cover a maximum duration of three months each) will be subject to this agreement.</p>
Warranty period	90 days from the date of Buyer acceptance of release.
Location:	<p>[REDACTED] [REDACTED]</p> <p>If agreed in advance between the Parties, the Services may also be delivered remotely from the Supplier's offices in the United Kingdom to the Buyer's above addresses.</p>
Staff vetting procedures:	The level of clearance for this requirement is a minimum of Baseline Personnel Security Standard (BPSS) standard. Where access to live production data is necessary, Security Clearance (SC) may also be required.
Standards:	<ul style="list-style-type: none"> • IASME (Information Assurance Small Medium Enterprises) certification (minimum) or ISO27001 compliance. • HMG's Minimum Cyber Security Standard. • Cyber Essentials Plus certification.

	<ul style="list-style-type: none"> OWASP Top Ten standards adoption.
Limit on supplier's liability:	Limit on Supplier's liability will follow as per Clause 34, Liability, of the Terms and Conditions of this Call-Off Contract.
Insurance:	Insurance will follow as per Clause 10, Insurance, of the Terms and Conditions of this Call-Off Contract. Particular attention is drawn to Clauses 10.1, 10.2 and 10.3 of this Call-Off Contract Terms and Conditions.
Supplier's information	
Commercially sensitive information:	N/A
Subcontractors / Partners:	[REDACTED]
Call-Off Contract Charges and payment	
The method of payment for the Call-Off Contract Charges (GPC or BACS)	The payment method for this Call-Off Contract is BACS.
Invoice (including Electronic Invoice) details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to:</p> <p><u>Email:</u> APinvoices-MOJ-U@gov.sscl.com APinvoices-NMS-U@giv.sscl.com</p> <p><u>Post:</u> HMPPS Finance & Accounting Shared Services PO Box 766 Newport, Gwent NP20 9BB</p> <p>Copies of invoices are to be sent to [REDACTED]</p>

Invoice information required – eg PO, project ref, etc.	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Contract Reference Number and Title • Purchase Order Number • Statement of Work Number (ID) • Invoice Date and Number • Description of the Services delivered, including <ul style="list-style-type: none"> ○ Each team member role for the invoiced period ○ SFIA Level and SFIA Day Rate of each team member for the invoiced period ○ The number of days provided by each team member for delivering these services for the invoiced period ○ Whether this was provided on a full-time equivalent, or part-time equivalent basis
Invoice frequency	<p>Invoices will be sent to the Buyer monthly in arrears.</p>
Call-Off Contract value:	<p>The total value for this Call-Off Contract is up to £3,000,000.00.</p> <p>This Call-Off Contract value includes up to 10% contingency value. The Buyer is under no obligation to spend this additional contingency value during the term of the Call-Off Contract or under any extension period. The Supplier must receive approval in the form of written notification from the HMPPS Digital Probation Project Service Lead on behalf of the Buyer (an email is accepted as in writing) before spending any of this contingency value during this Call-Off Contract and under any extension periods.</p> <p>A value of an individual Statement of Work may be increased by up to 20% of the Statement of Work's original value. The Supplier will provide an updated Deliverables and Charges list, using the Supplier's SFIA Day Rate card below to calculate the capped T&M charges for delivering these additional Deliverables. The Buyer will review these updated Deliverables and Charges for the relevant Statement of Work and agree any necessary work with the Supplier. Only once Buyer approval in the form of written notification has been received for these updated Deliverables and Charges to increase the value of the Statement of Work (an email is accepted as in writing), may these Deliverables and Charges be undertaken by the Supplier.</p>

Call-Off Contract Charges:

[REDACTED]

All Call-Off Contract Charges listed below are exclusive of VAT. Buyer commitment to funds will be given at the point of individual Statement of Work.

Inception

[REDACTED]

Cross-Cutting Roles

[REDACTED]

Product Team 1

Total Contract Charges

[REDACTED]

SFIA Rate Card

[REDACTED]

SFIA Definitions

	Autonomy	Influence	Complexity	Business skills
1. Follow	Works under close supervision. Uses little discretion. Is expected to seek guidance in expected situations.	Interacts with immediate colleagues.	Performs routine activities in a structured environment. Requires assistance in resolving unexpected problems.	<ul style="list-style-type: none">- uses basic information systems and technology functions, applications, and processes- demonstrates an organised approach to work- learns new skills and applies newly acquired knowledge- has basic oral and written communication skills- contributes to identifying own development opportunities
2. Assist	Works under routine supervision. Uses minor discretion in resolving problems or enquiries. Works without frequent reference to others.	Interacts with and may influence immediate colleagues. May have some external contact with customers and suppliers. May have more influence in own domain.	Performs a range of varied work activities in a variety of structured environments.	<ul style="list-style-type: none">- understands and uses appropriate methods, tools and applications.- demonstrates a rational and organised approach to work- is aware of health and safety issues.Identifies and negotiates own development opportunities- has sufficient communication skills for effective dialogue with colleagues. Is able to work in a team- is able to plan, schedule and monitor own work within short time horizons- absorbs technical information when it is presented systematically and applies it effectively

3. Apply	<p>Works under general supervision. Uses discretion in identifying and resolving complex problems and assignments. Usually receives specific instructions and has work reviewed at frequent milestones. Determines when issues should be escalated to a higher level.</p>	<p>Interacts with and influences department/project team members. May have working level contact with customers and suppliers.</p> <p>In predictable and structured areas may supervise others. Makes decisions which may impact on the work assigned to individuals or phases of projects.</p>	<p>Performs a broad range of work, sometimes complex and non-routine, in a variety of environments.</p>	<ul style="list-style-type: none"> - understands and uses appropriate methods, tools and applications. - demonstrates an analytical and systematic approach to problem solving - takes the initiative in identifying and negotiating appropriate development opportunities. - demonstrates effective communication skills. - contributes fully to the work of teams - plans, schedules and monitors own work (and that of others where applicable) competently within limited deadlines and according to relevant legislation and procedures - absorbs and applies technical information - works to required standards - understands and uses appropriate methods, tools and applications - appreciates the wider field of information systems, and how own role relates to other roles and to the business of the employer or client
4. Enable	<p>Works under general direction within a clear framework of accountability. Exercises substantial personal responsibility and autonomy. Plans own work to meet given objectives and processes.</p>	<p>Influences team and specialist peers internally. Influences customers at account level and suppliers. Has some responsibility for the work of others and for the allocation of resources. Participates in external activities related to own specialism. Makes decisions which influence the success of projects and team objectives.</p>	<p>Performs a broad range of complex technical or professional work activities, in a variety of contexts.</p>	<ul style="list-style-type: none"> - selects appropriately from applicable standards, methods, tools and applications. Demonstrates an analytical and systematic approach to problem solving - communicates fluently orally and in writing, and can present complex technical information to both technical and non-technical audiences - facilitates collaboration between stakeholders who share common objectives - plans, schedules and monitors work to meet time and quality targets and in accordance with relevant legislation and procedures. - rapidly absorbs new technical information and applies it effectively - has a good appreciation of the wider field of information systems, their use in relevant employment areas and how they relate to the business activities of the employer or client. - maintains an awareness of developing technologies and their application and takes some responsibility for personal development

5. Ensure or advise	<p>Works under broad direction.</p> <p>Is fully accountable for own technical work and/or project/supervisory responsibilities.</p> <p>Receives assignments in the form of objectives.</p> <p>Establishes own milestones and team objectives, and delegates responsibilities.</p> <p>Work is often self-initiated.</p>	<p>Influences organisation, customers, suppliers and peers within industry on the contribution of own specialism.</p> <p>Has significant responsibility for the work of others and for the allocation of resources.</p> <p>Makes decisions which impact on the success of assigned projects i.e. results, deadlines and budget.</p> <p>Develops business relationships with customers.</p>	<p>Performs a challenging range and variety of complex technical or professional work activities.</p> <p>Undertakes work which requires the application of fundamental principles in a wide and often unpredictable range of contexts.</p> <p>Understands the relationship between own specialism and wider customer or organisational requirements.</p>	<ul style="list-style-type: none"> - advises on the available standards, methods, tools and applications relevant to own specialism and can make correct choices from alternatives - analyses, diagnoses, designs, plans, execute and evaluates work to time, cost and quality targets - communicates effectively, formally and informally, with colleagues, subordinates and customers - demonstrates leadership - facilitates collaboration between stakeholders who have diverse objectives - understands the relevance of own area of responsibility or specialism to the employing organisation - takes customer requirements into account when making proposals - takes initiative to keep skills up to date. - mentors more junior colleagues - maintains an awareness of developments in the industry <p>analyses requirements and advises on scope and options for operational improvement</p> <ul style="list-style-type: none"> - demonstrates creativity and innovation in applying solutions for the benefit of the customer
6. Initiate or influence	<p>Has defined authority and responsibility for a significant area of work, including technical, financial and quality aspects.</p> <p>Establishes organisational objectives and delegates responsibilities</p> <p>Is accountable for actions and decisions taken by self and subordinates.</p>	<p>Influences policy formation on the contribution of own specialism to business objectives.</p> <p>Influences a significant part of own organisation and influences customers and suppliers and industry at senior management level.</p> <p>Makes decisions which impact the work of employing organisations, achievement of organisational objectives and financial performance.</p> <p>Develops high-level relationships with customers, suppliers and industry leaders.</p>	<p>Performs highly complex work activities covering technical, financial and quality aspects.</p> <p>Contributes to the formulation of IT strategy.</p> <p>Creatively applies a wide range of technical and/or management principles.</p>	<ul style="list-style-type: none"> - absorbs complex technical information and communicates effectively at all levels to both technical and non-technical audiences. Assesses and evaluates risk - understands the implications of new technologies - demonstrates clear leadership and the ability to influence and persuade - has a broad understanding of all aspects of IT and deep understanding of own specialism(s). <p>understands and communicates the role and impact of IT in the employing organisation and promotes compliance with relevant legislation</p> <ul style="list-style-type: none"> - takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of developments in the IT industry

7. Set Strategy and inspire	Has authority and responsibility for all aspects of a significant area of work, including policy formation and application. Is fully accountable for actions taken and decisions made, both by self and subordinates	Makes decisions critical to organisational success. Influences developments within the IT industry at the highest levels. Advances the knowledge and/or exploitation of IT within one or more organisations. Develops long-term strategic relationships with customers and industry leaders.	Leads on the formulation and application of strategy. Applies the highest level of management and leadership skills. Has a deep understanding of the IT industry and the implications of emerging technologies for the wider business environment.	- has a full range of strategic management and leadership skills - understands, explains and presents complex technical ideas to both technical and non-technical audiences at all levels up to the highest in a persuasive and convincing manner - has a broad and deep IT knowledge coupled with equivalent knowledge of the activities of those businesses and other organisations that use and exploit IT - communicates the potential impact of emerging technologies on organisations and individuals and analyses the risks of using or not using such technologies - assesses the impact of legislation, and actively promotes compliance - takes the initiative to keep both own and subordinates' skills up to date and to maintain an awareness of developments in IT in own area(s) of expertise.
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Additional Buyer terms

Warranties, representations and acceptance criteria	The Supplier warrants and undertakes to the Buyer that they can and shall deliver the capabilities outlined in the SoW and the requirements published on the Digital Outcomes and Specialists portal on 26 th November 2020.
Supplemental requirements in addition to the call-off terms	
Buyer specific amendments to/refinements of the Call-Off Contract terms	The Buyer includes an amendment Term to Clause 24 – Consequences of Termination in the Terms and Conditions of this Call-Off Contract. In addition to Clause 24.3 under this Call-Off Contract's Terms and Conditions; at the end of the Call-Off Contract period (howsoever arising), the Supplier must destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so and/or return all Buyer Data upon the Call-Off Contract End Date (whichever is the earlier), and provide written confirmation to the Buyer that the data has been

	<p>destroyed, except where the retention of Buyer Data is required by Law.</p> <p>The Buyer includes the following amendment Terms as per Clause 14 – Data Protection in the Terms and Conditions of this Call-Off Contract.</p> <p>14.4 The Supplier will ensure that the Supplier Personnel and the Supplier's Subcontractor Personnel only process Personal Data in accordance with this Call-Off Contract and take all reasonable steps to ensure the reliability and integrity of Supplier Personnel and Supplier's Subcontractor Personnel with access to Personal Data, including by ensuring they:</p> <ul style="list-style-type: none"> I. are aware of and comply with the Supplier's obligations under this Clause; II. are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor; III. are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract; IV. are given training in the use, protection and handling of Personal Data <p>14.6 The Supplier and the Supplier's Subcontractor will delete or return the Buyer's Personal Data (including copies) if requested in writing by the Buyer at the termination or expiry of this Call-Off Contract, unless required to retain the Personal Data by Law.</p> <p>The Buyer includes the following amendment Terms as per Clause 15 – Buyer Data in the Terms and Conditions of this Call-Off Contract.</p> <p>15.2 The Supplier and the Supplier's Subcontractor will not store or use Buyer Data except where necessary to fulfil its obligations.</p> <p>15.3 If Buyer Data is processed by the Supplier or the Supplier's Subcontractor, the Supplier and the Supplier's Subcontractor will supply the data to the Buyer as requested, and in the format specified by the Buyer.</p>
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	<p>15.4 The Supplier and the Supplier's Subcontractor will preserve the integrity of Buyer Data processed by the Supplier and the Supplier's Subcontractor and prevent its corruption and loss.</p> <p>15.5 The Supplier and the Supplier's Subcontractor will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.</p> <p>15.6 The Supplier and the Supplier's Subcontractor will ensure that any system on which the Supplier or the Supplier's Subcontractor holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:</p> <ul style="list-style-type: none"> • the government security policy framework and information assurance policy; • guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and • the relevant government information assurance standard(s). <p>15.10 The Supplier and the Supplier's Subcontractor agree to use the appropriate organisational, operational and technological processes and procedures to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.</p>
Specific terms:	N/A

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), the Call-Off Contract terms and conditions (Part B), and the Schedules (Part C), and by signing below agree to be bound by this Call-Off Contract.

1.3 In accordance with the Further Competition procedure set out in Section 3 of the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier (the “call-off effective date”).

1.4 The Call-Off Contract outlines the Deliverables of the agreement. The Order Form outlines any amendment of the terms and conditions set out in Part B. The terms and conditions of the Call-Off Contract Order Form will supersede those of the Call-Off Contract standard terms and conditions.

2. Background to the agreement

- (A) The Supplier is a provider of digital outcomes and specialists services and undertook to provide such Services under the terms set out in Framework Agreement number RM1043.6 (the “Framework Agreement”).
- (B) The Buyer served an Order Form for Services to the Supplier on the Order Date stated in the Order Form.
- (C) The Parties intend that this Call-Off Contract will not itself oblige the Buyer to buy or the Supplier to supply the Services. Specific instructions and requirements will have contractual effect on the execution of an SOW.

SIGNED:

	Supplier:	Buyer:
Name:	[REDACTED]	[REDACTED]
Title:	[REDACTED]	[REDACTED]
Signature:	[REDACTED]	[REDACTED]
Date:	[REDACTED]	[REDACTED]

Part B – Terms and conditions

1. Call-Off Contract start date, length and methodology

1.1 The Supplier will start providing the Services in accordance with the dates specified in any Statement of Work (SOW).

1.2 Completion dates for Deliverables will be set out in any SOW.

1.3 Unless the Call-Off Contract period has been either increased in accordance with Clause 1.4 or decreased in accordance with Clause 1.5 then the term of the Call-Off Contract will end when the first of these occurs:

- the Call-Off Contract period End Date listed in the Order Form is reached; or
- the final Deliverable, specified in the final SOW, is completed.

1.4 The Buyer can extend the term of the Call-Off Contract by amending the Call-Off Contract End Date where:

- an Extension Period was specified in the Order Form; and
- written notice was given to the Supplier before the expiry of the notice period set out in the Order Form. The notice must state that the Call-Off Contract term will be extended, and must specify the number of whole days of the extension.

After this, the term of the Call-Off Contract will end on the last day of the Extension Period listed in the notice (the “Extension Period End Date”).

1.5 If the Call-Off Contract is terminated early, either during the initial Call-Off Contract period, or during any Extension Period, the term of the Call-Off Contract will end on the termination date.

1.6 The Supplier will plan on using an agile process, starting with user needs. The methodology will be outlined in the SOW. Waterfall methodology will only be used in exceptional circumstances, and where it can be shown to best meet user needs. Projects may need a combination of both waterfall and agile methods, playing to their respective strengths.

2. Supplier Staff

2.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer;
- apply all due skill, care and diligence to the provisions of the Services;
- be appropriately experienced, qualified and trained to supply the Services;

- respond to any enquiries about the Services as soon as reasonably possible; and
- complete any necessary vetting procedures specified by the Buyer.

2.2 The Supplier will ensure that Key Staff are assigned to provide the Services for their Working Days (agreed between Supplier and Buyer) and are not removed from the Services during the dates specified in the relevant SOW.

2.3 The Supplier will promptly replace any Key Staff that the Buyer considers unsatisfactory at no extra charge. The Supplier will promptly replace anyone who resigns with someone who is acceptable to the Buyer. If the Supplier cannot provide an acceptable replacement, the Buyer may terminate the Call-Off Contract subject to clause 23.

2.4 Supplier Staff will comply with Buyer requirements for the conduct of staff when on Buyer's premises.

2.5 The Supplier will comply with the Buyer's staff vetting procedures for all or part of the Supplier Staff.

2.6 The Supplier will, on request (and subject to any obligations under the Data Protection Legislation), provide a copy of the contract of employment or engagement (between the Supplier and the Supplier Staff) for every member of Supplier Staff made available to the Buyer.

3. Swap-out

3.1 Supplier Staff providing the Services may only be swapped out with the prior approval of the Buyer. For this approval, the Buyer will consider:

- the provisions of Clause 2.1; and
- their Statement of Requirements and the Supplier's response.

4. Staff vetting procedures

4.1 All Supplier Staff will need to be cleared to the level determined by the Buyer prior to the commencement of work.

4.2 The Buyer may stipulate differing clearance levels for different roles during the Call-Off Contract period.

4.3 The Supplier will ensure that it complies with any additional staff vetting procedures requested by the Buyer.

5. Due diligence

5.1 Both Parties acknowledge that information will be needed to provide the Services throughout the term of the Call-Off Contract and not just during the Further Competition process. Both Parties agree to share such information freely.

5.2 Further to Clause 5.1, both Parties agree that when entering into a Call-Off Contract, they:

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

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

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

5.2.4 have entered into the Call-Off Contract relying on its own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will use the best applicable and available techniques and standards and will perform the Call-Off Contract with all reasonable care, skill and diligence, and according to Good Industry Practice.

6.2 The Supplier warrants that all Supplier Staff assigned to the performance of the Services have the necessary qualifications, skills and experience for the proper performance of the Services.

6.3 The Supplier represents and undertakes to the Buyer that each Deliverable will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier undertakes to maintain any interface and interoperability between third-party software or Services and software or Services developed by the Supplier.

6.5 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions to perform the Call-Off Contract.

7. Business continuity and disaster recovery

7.1 If required by the Buyer, the Supplier will ensure a disaster recovery approach is captured in a clear disaster recovery plan. All Supplier Staff must also adhere to the Buyer's business continuity and disaster recovery procedure as required in the delivery of the Services for this project.

8. Payment terms and VAT

8.1 The Buyer will pay the Supplier within 30 days of receipt of an Electronic Invoice subject to the provisions of Clauses 8.5 and 8.6 or a valid invoice submitted in accordance with the Call-Off Contract.

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract v2

<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

8.2 The Supplier will ensure that each invoice or Electronic Invoice contains the information specified by the Buyer in the Order Form.

8.3 The Call-Off Contract Charges are deemed to include all Charges for payment processing. All invoices and Electronic Invoices submitted to the Buyer for the Services shall be exclusive of any Management Charge.

8.4 All payments under the Call-Off Contract are inclusive of VAT.

8.5 The Buyer shall accept and process for payment an Electronic Invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.

8.6 For the purposes of Clause 8.5 an Electronic Invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.

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

9.1 The Buyer may retain or set-off payment of any amount owed to it by the Supplier if notice and reasons are provided.

10. Insurance

The Supplier will maintain the insurances required by the Buyer including those set out in this Clause.

10.1 Subcontractors

10.1.1 The Supplier will ensure that, during the 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 claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £5,000,000.

10.2 Agents and professional consultants

10.2.1 The Supplier will also ensure that all agents and professional consultants involved in the supply of 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 termination or expiry date to the Call-Off Contract to which the insurance relates.

10.3 Additional or extended insurance

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

10.3.2 The Supplier will provide CCS and the Buyer, the following evidence that they have complied with Clause 10.3.1 above:

- a broker's verification of insurance; or
- receipts in respect of the insurance premium; or
- other satisfactory evidence of payment of the latest premiums due.

10.4 Supplier liabilities

10.4.1 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or the Call-Off Contract.

10.4.2 Without limiting the other provisions of the Call-Off Contract, the Supplier will:

- take all risk control measures relating to the Services as it would be reasonable to expect of a contractor acting in accordance with Good Industry Practice, including the investigation and reports of claims to insurers;
- promptly notify the insurers in writing of any relevant material fact under any insurances of which the Supplier is, or becomes, aware; and
- hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of placing cover representing any of the insurance to which it is a Party.

10.4.3 The Supplier will not do or omit to do anything, which would entitle any insurer to refuse to pay any claim under any of the insurances.

10.5 Indemnity to principals

10.5.1 Where specifically outlined in the Call-Off Contract, the Supplier will ensure that the third-party public and products liability policy will contain an 'indemnity to principals' clause under which the Buyer will be compensated for both of the following claims against the Buyer:

- death or bodily injury; and
- third-party Property damage arising from connection with the Services and for which the Supplier is legally liable.

10.6 Cancelled, suspended, terminated or unrenewed policies

10.6.1 The Supplier will notify CCS and any Buyers as soon as possible if the Supplier becomes aware that any of the insurance policies have been, or are due to be, cancelled, suspended, terminated or not renewed.

10.7 Premium, excess and deductible payments

10.7.1 Where any insurance requires payment of a premium, the Supplier will:

- be liable for the premium; and

- pay such premium promptly.

10.7.2 Where any insurance is subject to an excess or deductible below the Supplier will be liable for it. The Supplier will not be entitled to recover any sum paid for insurance excess or any deductible from CCS or the Buyer.

11. Confidentiality

11.1 Except where disclosure is clearly permitted by the Call-Off Contract, neither Party will disclose the other Party's Confidential Information without the relevant Party's prior written consent.

11.2 Disclosure of Confidential Information is permitted where information:

- must be disclosed to comply with legal obligations placed on the Party making the disclosure
- belongs to the Party making the disclosure (who is not under any obligation of confidentiality) before its disclosure by the information owner
- was obtained from a third party who is not under any obligation of confidentiality, before receiving it from the disclosing Party
- is, or becomes, public knowledge, other than by breach of this Clause or the Call-Off Contract
- is independently developed without access to the other Party's Confidential Information
- is disclosed to obtain confidential legal professional advice.

11.3 The Buyer may disclose the Supplier's Confidential Information:

- to any central government body on the basis that the information may only be further disclosed to central government bodies;
- to the UK Parliament, Scottish Parliament or Welsh or Northern Ireland Assemblies, including their committees;
- if the Buyer (acting reasonably) deems disclosure necessary or appropriate while carrying out its public functions;
- on a confidential basis to exercise its rights or comply with its obligations under the Call-Off Contract; or
- to a proposed transferee, assignee or novatee of, or successor in title to, the Buyer.

11.4 References to disclosure on a confidential basis will mean disclosure subject to a confidentiality agreement or arrangement containing the same terms as those placed on the Buyer under this Clause.

11.5 The Supplier may only disclose the Buyer's Confidential Information to Supplier Staff who are directly involved in the provision of the Services and who need to know the information to provide the Services. The Supplier will ensure that its Supplier Staff will comply with these obligations.

11.6 Either Party may use techniques, ideas or knowledge gained during the Call-Off Contract unless the use of these things results in them disclosing the other Party's Confidential Information where such disclosure is not permitted by the Framework Agreement, or is an infringement of Intellectual Property Rights.

11.7 Information about orders placed by a Buyer (including pricing information and the terms of any Call-Off Contract) may be published by CCS and may be shared with other Buyers. Where Confidential Information is shared with other Buyers, CCS will notify the recipient of the information that its contents are confidential.

12. Conflict of Interest

12.1 The Supplier will take all appropriate steps to ensure that Supplier Staff are not in a position where there is or may be an actual conflict between the financial or personal interests of the Supplier Staff and another Supplier where both are providing the Services to the Buyer under any Call-Off Contract in accordance with the Framework Agreement.

12.2 Any breach of this Clause will be deemed to be a Material Breach.

12.3 A conflict of interest may arise in situations including where a member of the Supplier Staff:

- is related to someone in another Supplier team who both form part of the same team performing the Services under the Framework Agreement;
 - has a business interest in another Supplier who is part of the same team performing the Services under the Framework Agreement;
 - is providing, or has provided, Services to the Buyer for the discovery phase;
- or
- has been provided with, or had access to, information which would give the Supplier or an affiliated company an unfair advantage in a Further Competition procedure.

12.4 Where the Supplier identifies a risk of a conflict or potential conflict, they will (before starting work under the Call-Off Contract, unless otherwise agreed with the Buyer) inform the Buyer of such conflicts of interest and how they plan to mitigate the risk. Details of such mitigation arrangements are to be sent to the Buyer as soon as possible. On receiving this notification, the Buyer will, at its sole discretion, notify the Supplier if the mitigation arrangements are acceptable or whether the risk or conflict remains a Material Breach.

13. Intellectual Property Rights

13.1 Unless otherwise specified in the Call-Off Contract:

- the Buyer will not have any right to the Intellectual Property Rights (IPRs) of the Supplier or its licensors, including the Supplier Background IPRs and any IPRs in the Supplier Software.
- the Buyer may publish any Deliverable that is software as open source.
- the Supplier will not, without prior written approval from the Buyer, include any Supplier Background IPR or third party IPR in any Deliverable in such a way to

prevent its publication and failure to seek prior approval gives the Buyer the right to use all Deliverables.

- the Supplier assigns (by present assignment of future rights to take effect immediately on it coming into existence) to the Buyer with full guarantee (or shall procure assignment to the Buyer), title to and all rights and interest in the Project-Specific IPRs together with and including any documentation, source code and object code comprising the Project-Specific IPRs and all build instructions, test instructions, test scripts, test data, operating instructions and other documents and tools necessary for maintaining and supporting the Project-Specific IPRs.
- the Supplier will not have any right to the Intellectual Property Rights of the Buyer or its licensors, including:
 - the Buyer Background IPRs;
 - the Project-Specific IPRs;
 - IPRs in the Buyer Data.

13.2 Where either Party acquires, by operation of Law, rights to IPRs that are inconsistent with the allocation of rights set out above, it will assign in writing such IPRs as it has acquired to the other Party.

13.3 Except where necessary for the performance of the Call-Off Contract (and only where the Buyer has given its prior approval), the Supplier will not use or disclose any of the Buyer Background IPRs, Buyer Data or the Project-Specific IPRs to or for the benefit of any third party.

13.4 The Supplier will not include any Supplier Background IPRs or third-party IPRs in any release or Deliverable that is to be assigned to the Buyer under the Call-Off Contract, without approval from the Buyer.

13.5 The Supplier will grant the Buyer (and any replacement Supplier) a perpetual, transferable, sub-licensable, non-exclusive, royalty-free licence to copy, modify, disclose and use the Supplier Background IPRs for any purpose connected with the receipt of the Services that is additional to the rights granted to the Buyer under the Call-Off Contract and to enable the Buyer:

- to receive the Services;
- to make use of the Services provided by the replacement Supplier; and
- to use any Deliverables

and where the Supplier is unable to provide such a licence it must meet the requirement by creating new Project-Specific IPR at no additional cost to the Buyer.

13.6 The Buyer grants the Supplier a non-exclusive, non-assignable, royalty-free licence to use the Buyer Background IPRs, the Buyer Data and the Project-Specific IPRs during the term of the Call-Off Contract for the sole purpose of enabling the Supplier to provide the Services.

13.7 The Buyer gives no warranty as to the suitability of any IPRs licensed to the Supplier hereunder. Any such licence:

- may include the right to grant sub-licences to Subcontractors engaged in providing any of the Services (or part thereof) provided that any such Subcontractor

has entered into a confidentiality undertaking with the Supplier on the same terms as in clause 11 (Confidentiality) and that any such subcontracts will be non-transferable and personal to the relevant Subcontractor; and

- is granted solely to the extent necessary for the provision of the Services in accordance with the Call-Off Contract. The Supplier will ensure that the Subcontractors do not use the licensed materials for any other purpose.

13.8 The Supplier will ensure that no unlicensed software or open source software (other than the open source software specified by the Buyer) is interfaced with or embedded within any Buyer Software or Deliverable.

13.9 Before using any third-party IPRs related to the supply of the Services, the Supplier will submit to the Buyer for approval, all details of any third-party IPRs.

13.10 Where the Supplier is granted permission to use third-party IPRs in a request for approval, the Supplier will ensure that the owner of such third-party IPRs grants to the Buyer a licence on the terms informed to the Buyer in the request for approval.

13.11 If the third-party IPR is made available on terms equivalent to the Open Government Licence v3.0, the request for approval will be agreed and the Supplier will buy licences under these terms. If not, the Supplier shall notify the Buyer in writing giving details of what licence terms can be obtained and other alternatives and no third-party IPRs may be used without Buyer approval in writing.

13.12 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all losses which it may incur at any time as a result of any claim (whether actual alleged asserted and/or substantiated and including third party claims) that the rights granted to the Buyer in accordance with the Call-Off Contract or the performance by the Supplier of the provision of the Services or the possession or use by the Buyer of the Services or Deliverables delivered by the Supplier, including the publication of any Deliverable that is software as open source, infringes or allegedly infringes a third party's Intellectual Property Rights (an 'IPR Claim').

13.13 Clause 13.12 will not apply if the IPR Claim arises from:

- designs supplied by the Buyer;
- the use of data supplied by the Buyer which is not required to be verified by the Supplier under any provision of the Call-Off Contract; or
- other material provided by the Buyer necessary for the provision of the Services.

13.14 The indemnity given in Clause 13.12 will be uncapped.

13.15 The Buyer will notify the Supplier in writing of the IPR Claim made against the Buyer and the Buyer will not make any admissions which may be prejudicial to the defence or settlement of the IPR Claim. The Supplier will at its own expense conduct all negotiations and any litigation arising in connection with the IPR Claim provided always that the Supplier:

- consults the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;
- takes due and proper account of the interests of the Buyer;
- considers and defends the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and
- does not settle or compromise the IPR Claim without the prior approval of the Buyer (such decision not to be unreasonably withheld or delayed).

13.16 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) in connection with the Call-Off Contract, the Supplier will, at the Supplier's own expense and subject to the prompt approval of the Buyer, use its best endeavours to:

- modify the relevant part of the Services or Deliverables without reducing their functionality or performance, or substitute Services or Deliverables of equivalent functionality or performance, to avoid the infringement or the alleged infringement, provided that there is no additional cost or burden to the Buyer;
- buy a licence to use and supply the Services or Deliverables, which are the subject of the alleged infringement, on terms which are acceptable to the Buyer; and
- promptly perform any responsibilities and obligations to do with the Call-Off Contract.

13.17 If an IPR Claim is made (or in the reasonable opinion of the Supplier is likely to be made) against the Supplier, the Supplier will immediately notify the Buyer in writing.

13.18 If the Supplier does not comply with provisions of this Clause within 20 Working Days of receipt of notification by the Supplier from the Buyer under clause 13.15 or receipt of the notification by the Buyer from the Supplier under clause 13.17 (as appropriate), the Buyer may terminate the Call-Off Contract for Material Breach and the Supplier will, on demand, refund the Buyer with all monies paid for the Service or Deliverable that is subject to the IPR Claim.

13.19 The Supplier will have no rights to use any of the Buyer's names, logos or trademarks without the Buyer's prior written approval.

13.20 The Supplier will, as an enduring obligation throughout the term of the Call-Off Contract where any software is used in the provision of the Services or information uploaded, interfaced or exchanged with the CCS or Buyer systems, use software and the most up-to-date antivirus definitions from an industry-accepted antivirus software vendor. It will use the software to check for, contain the spread of, and minimise the impact of Malicious Software (or as otherwise agreed between CCS or the Buyer, and the Supplier).

13.21 If Malicious Software is found, the Supplier will co-operate with the Buyer to reduce the effect of the Malicious Software. If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will use all reasonable endeavours to help the Buyer to mitigate any losses and restore the provision of the Services to the desired operating efficiency as soon as possible.

13.22 Any costs arising from the actions of the Buyer or Supplier taken in compliance with the provisions of the above clause, and clause 20.3, will be dealt with by the Buyer and the Supplier as follows:

- by the Supplier, where the Malicious Software originates from the Supplier Software or the Buyer Data while the Buyer Data was under the control of the Supplier, unless the Supplier can demonstrate that such Malicious Software was present and not quarantined or otherwise identified by the Buyer when provided to the Supplier.
- by the Buyer if the Malicious Software originates from the Buyer Software or the Buyer Data, while the Buyer Data was under the control of the Buyer.

13.23 All Deliverables that are software shall be created in a format, or able to be converted into a format, which is suitable for publication by the Buyer as open source software, unless otherwise agreed by the Buyer, and shall be based on open standards where applicable. The Supplier warrants that the Deliverables:

- are suitable for release as open source;
- have been developed using reasonable endeavours to ensure that their publication by the Buyer shall not cause any harm or damage to any party using them;
- do not contain any material which would bring the Buyer into disrepute;
- can be published as open source without breaching the rights of any third party; and
- do not contain any Malicious Software.

13.24 Where Deliverables that are software are written in a format that requires conversion before publication as open source software, the Supplier shall also provide the converted format to the Buyer unless the Buyer agrees in advance in writing that the converted format is not required.

13.25 Where the Buyer has authorised a Supplier request not to make an aspect of the Deliverable open source, the Supplier shall as soon as reasonably practicable provide written details of what will not be made open source and what impact that exclusion will have on the ability of the Buyer to use the Deliverable and Project Specific IPRs going forward as open source.

13.26 The Buyer may assign, novate or otherwise transfer its rights and obligations under the licences granted pursuant to this clause to:

- a Central Government Body; or
- to any body (including any private sector body) which performs or carries on any of the functions and/or activities that previously had been performed and/or carried on by the Buyer.

If the Buyer ceases to be a Central Government Body, the successor body to the Buyer shall still be entitled to the benefit of the licences granted in this clause.

14. Data Protection and Disclosure

14.1 The Parties will comply with the Data Protection Legislation and agree that the Buyer is the Controller and the Supplier is the Processor. The only processing the Supplier is authorised to do is listed at Schedule 9 unless Law requires otherwise (in which case the Supplier will promptly notify the Buyer of any additional processing if permitted by Law).

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

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

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

- i) are aware of and comply with the Supplier's obligations under this Clause;
- ii) are subject to appropriate confidentiality undertakings with the Supplier or relevant Subprocessor
- iii) are informed of the confidential nature of the Personal Data and don't publish, disclose or divulge it to any third party unless directed by the Buyer or in accordance with this Call-Off Contract
- iv) are given training in the use, protection and handling of Personal Data

14.5 The Supplier will not transfer Personal Data outside of the European Economic Area unless the prior written consent of the Buyer has been obtained and the following conditions are met:

- i) the Buyer or the Supplier has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Buyer;
- ii) the Data Subject has enforceable rights and effective legal remedies;

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

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

14.7 The Supplier will notify the Buyer immediately if it receives any communication from a third party relating to the Parties' obligations under the Data Protection Legislation, or it becomes aware of a Data Loss Event, and will provide the Buyer with full and ongoing assistance in relation to each Party's obligations under the Data Protection Legislation in accordance with any timescales reasonably required by the Buyer.

14.8 The Supplier will maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:

- i) the Buyer determines that the processing is not occasional;
- ii) the Buyer determines the processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; and
- ii) the Buyer determines that the processing is likely to result in a risk to the rights and freedoms of Data Subjects.

14.9 Before allowing any Subprocessor to process any Personal Data related to this Call-Off Contract, the Supplier must obtain the prior written consent of the Buyer, and shall remain fully liable for the acts and omissions of any Subprocessor.

14.10 The Buyer may amend this Call-Off Contract on not less than 30 Working Days' notice to the Supplier to ensure that it complies with any guidance issued by the Information Commissioner's Office.

15. Buyer Data

15.1 The Supplier will not remove any proprietary notices relating to the Buyer Data.

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

15.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested and in the format specified by the Buyer.

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

15.5 The Supplier will ensure that any system which holds any Buyer Data complies with the security requirements prescribed by the Buyer.

15.6 The Supplier will ensure that any system on which the Supplier holds any protectively marked Buyer Data will be accredited as specific to the Buyer and will comply with:

- the government security policy framework and information assurance policy;
- guidance issued by the Centre for Protection of National Infrastructure on Risk Management and Accreditation of Information Systems; and
- the relevant government information assurance standard(s).

15.7 Where the duration of the Call-Off Contract exceeds one year, the Supplier will review the accreditation status at least once a year to assess whether material changes have occurred which could alter the original accreditation decision in relation to Buyer Data. If any changes have occurred, the Supplier will re-submit such system for accreditation.

15.8 If at any time the Supplier suspects that the Buyer Data that the Supplier has held, used, or accessed 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 comply with any remedial action proposed by the Buyer.

15.9 The Supplier will provide, at the request of CCS or the Buyer, any information relating to the Supplier's compliance with its obligations under the Data Protection Legislation. The Supplier will also ensure that it does not knowingly or negligently fail to do something that places CCS or any Buyer in breach of its obligations of the Data Protection Legislation. This is an absolute obligation and is not qualified by any other provision of the Call-Off Contract.

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

16. Document and source code management repository

16.1 The Supplier will comply with any reasonable instructions given by the Buyer as to where it will store documents and source code, both finished and in progress, during the term of the Call-Off Contract.

16.2 The Supplier will ensure that all items that are uploaded to any repository contain sufficient detail, code annotations and instructions so that a third-party developer with the relevant technical abilities within the applicable role would be able to understand how the item was created and how it works together with the other items in the repository within a reasonable timeframe.

17. Records and audit access

17.1 The Supplier will allow CCS (and CCS's external auditor) to access its information and conduct audits of the Services provided under the Call-Off Contract and the provision of Management Information (subject to reasonable and appropriate confidentiality undertakings).

18. Freedom of Information (FOI) requests

18.1 The Supplier will transfer any Request for Information to the Buyer within 2 Working Days of receipt.

18.2 The Supplier will provide all necessary help reasonably requested by the Buyer to enable the Buyer to respond to the Request for Information within the time for compliance set out in section 10 of the Freedom of Information Act or Regulation 5 of the Environmental Information Regulations.

18.3 To the extent it is permissible and reasonably practical for it to do so, CCS will make reasonable efforts to notify the Supplier when it receives a relevant FoIA or EIR request so that the Supplier may make appropriate representations.

19. Standards and quality

19.1 The Supplier will comply with any standards in the Call-Off Contract and Section 4 (How Services will be delivered) of the Framework Agreement, and with Good Industry Practice.

20. Security

20.1 If requested to do so by the Buyer, the Supplier will, within 5 Working Days of the date of the Call-Off Contract, develop, obtain Buyer's approval of, maintain and observe a Security Management Plan and an Information Security Management System (ISMS) which, after Buyer approval, will apply during the term of the Call-Off Contract. Both the ISMS and the Security Management Plan will comply with the security policy of the Buyer and protect all aspects of the Services, and all processes associated with the delivery of the Services.

20.2 The Supplier will use software and the most up-to-date antivirus definitions available from an industry accepted antivirus software vendor to minimise the impact of Malicious Software.

20.3 If Malicious Software causes loss of operational efficiency or loss or corruption of Buyer Data, the Supplier will help the Buyer to mitigate any losses and will restore the Services to their desired operating efficiency as soon as possible.

20.4 The Supplier will immediately notify CCS of any breach of security in relation to CCS's Confidential Information (and the Buyer in relation to any breach regarding Buyer Confidential Information). The Supplier will recover such CCS and Buyer Confidential Information however it may be recorded.

20.5 Any system development by the Supplier must also comply with the government's '10 Steps to Cyber Security' guidance, as amended from time to time and currently available at: <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>

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

21. Incorporation of terms

21.1 Upon the execution of a Statement of Work (SOW), the terms and conditions agreed in the SOW will be incorporated into the Call-Off Contract that the terms of the SOW are agreed under.

22. Managing disputes

22.1 When either Party notifies the other of a dispute, both Parties will attempt in good faith to negotiate a settlement as soon as possible.

22.2 Nothing in this prevents a Party from seeking any interim order restraining the other Party from doing any act or compelling the other Party to do any act.

22.3 If the dispute cannot be resolved, either Party will be entitled to refer it to mediation in accordance with the procedures below, unless:

- the Buyer considers that the dispute is not suitable for resolution by mediation;
- the Supplier does not agree to mediation.

22.4 The procedure for mediation is as follows:

- A neutral adviser or mediator will be chosen by agreement between the Parties. If the Parties cannot agree on a mediator within 10 Working Days after a request by one Party to the other, either Party will as soon as possible, apply to the mediation provider or to the Centre for Effective Dispute Resolution (CEDR) to appoint a mediator. This application to CEDR must take place within 12 Working

Days from the date of the proposal to appoint a mediator, or within 3 Working Days of notice from the mediator to either Party that they are unable or unwilling to act.

- The Parties will meet with the mediator within 10 Working Days of the mediator's appointment to agree a programme for the exchange of all relevant information and the structure for negotiations to be held. The Parties may at any stage seek help from the mediation provider specified in this clause to provide guidance on a suitable procedure.
- Unless otherwise agreed, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the Parties in any future proceedings.
- If the Parties reach agreement on the resolution of the dispute, the agreement will be recorded in writing and will be binding on the Parties once it is signed by their duly authorised representatives.
- Failing agreement, either Party may invite the mediator to provide a non-binding but informative opinion in writing. Such an opinion will be provided without prejudice and will not be used in evidence in any proceedings relating to the Call-Off Contract without the prior written consent of both Parties.
- If the Parties fail to reach agreement in the structured negotiations within 60 Working Days of the mediator being appointed, or such longer period as may be agreed by the Parties, then any dispute or difference between them may be referred to the courts.

22.5 Either Party may request by written notice that the dispute is referred to expert determination if the dispute relates to:

- any technical aspect of the delivery of the digital services;
- the underlying technology; or
- is otherwise of a financial or technical nature.

22.6 An expert will be appointed by written agreement between the Parties, but if there's a failure to agree within 10 Working Days, or if the person appointed is unable or unwilling to act, the expert will be appointed on the instructions of the President of the British Computer Society (or any other association that has replaced the British Computer Society).

22.7 The expert will act on the following basis:

- they will act as an expert and not as an arbitrator and will act fairly and impartially;
- the expert's determination will (in the absence of a material failure to follow the agreed procedures) be final and binding on the Parties;
- the expert will decide the procedure to be followed in the determination and will be requested to make their determination within 30 Working Days of their appointment or as soon as reasonably practicable and the Parties will help and provide the documentation that the expert needs for the determination;
- any amount payable by one Party to another as a result of the expert's determination will be due and payable within 20 Working Days of the expert's determination being notified to the Parties
- the process will be conducted in private and will be confidential;

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- the expert will determine how and by whom the costs of the determination, including their fees and expenses, are to be paid.

22.8 Without prejudice to any other rights of the Buyer under the Call-Off Contract, the obligations of the Parties under the Call-Off Contract will not be suspended, ceased or delayed by the reference of a dispute submitted to mediation or expert determination and the Supplier and the Supplier Staff will comply fully with the Requirements of the Call-Off Contract at all times.

23. Termination

23.1 The Buyer will have the right to terminate the Call-Off Contract at any time by giving the notice to the Supplier specified in the Order Form, subject to clause 23.2 and 23.3 below. The Supplier's obligation to provide the Services will end on the date set out in the Buyer's notice.

23.2 The minimum notice period (expressed in Working Days) to be given by the Buyer to terminate under this Clause will be the number of whole days that represent 20% of the total duration of the current SOW to be performed under the Call-Off Contract, up to a maximum of 30 Working Days.

23.3 Partial days will be discounted in the calculation and the duration of the SOW will be calculated in full Working Days.

23.4 The Parties acknowledge and agree that:

- the Buyer's right to terminate under this Clause is reasonable in view of the subject matter of the Call-Off Contract and the nature of the Service being provided.
- the Call-Off Contract Charges paid during the notice period given by the Buyer in accordance with this Clause are a reasonable form of compensation and are deemed to fully cover any avoidable costs or losses incurred by the Supplier which may arise either directly or indirectly as a result of the Buyer exercising the right to terminate under this Clause without cause.
- Subject to clause 34 (Liability), if the Buyer terminates the Call-Off Contract without cause, they 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 such Loss. If the Supplier holds insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of such Loss, with supporting evidence of unavoidable Losses incurred by the Supplier as a result of termination.

23.5 The Buyer will have the right to terminate the Call-Off Contract at any time with immediate effect by written notice to the Supplier if:

- the Supplier commits a Supplier Default and if the Supplier Default cannot, in the opinion of the Buyer, be remedied; or
- the Supplier commits any fraud.

23.6 Either Party may terminate the Call-Off Contract at any time with immediate effect by written notice to the other if:

- the other Party commits a Material Breach of any term of the Call-Off Contract (other than failure to pay any amounts due under the Call-Off Contract) and, if such breach is remediable, fails to remedy that breach within a period of 15 Working Days of being notified in writing to do so;
- an Insolvency Event of the other Party occurs, or the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- a Force Majeure Event occurs for a period of more than 15 consecutive calendar days.

23.7 If a Supplier Insolvency Event occurs, the Buyer is entitled to terminate the Call-Off Contract.

24. Consequences of termination

24.1 If the Buyer contracts with another Supplier, the Supplier will comply with Clause 29.

24.2 The rights and obligations of the Parties in respect of the Call-Off Contract (including any executed SOWs) will automatically terminate upon the expiry or termination of the relevant Call-Off Contract, except those rights and obligations set out in clause 24.6.

24.3 At the end of the Call-Off Contract period (howsoever arising), the Supplier must:

- immediately return to the Buyer:
 - all Buyer Data including all copies of Buyer Software and any other software licensed by the Buyer to the Supplier under the Call-Off Contract;
 - any materials created by the Supplier under the Call-Off Contract where the IPRs are owned by the Buyer;
 - any items that have been on-charged to the Buyer, such as consumables; and
 - all equipment provided to the Supplier. This equipment must be handed back to the Buyer in good working order (allowance will be made for reasonable wear and tear).
- immediately upload any items that are or were due to be uploaded to the repository when the Call-Off Contract was terminated (as specified in Clause 27);
- cease to use the Buyer Data and, at the direction of the Buyer, provide the Buyer and the replacement Supplier with a complete and uncorrupted version of the Buyer Data in electronic form in the formats and on media agreed with the Buyer and the replacement Supplier;
- destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 months after the date of expiry or termination (whichever is the earlier), and provide written confirmation to the Buyer that the data has been destroyed, except where the retention of Buyer Data is required by Law;
- vacate the Buyer premises;

- work with the Buyer on any work in progress and ensure an orderly transition of the Services to the replacement supplier;
- return any sums prepaid for Services which have not been delivered to the Buyer by the date of expiry or termination;
- provide all information requested by the Buyer on the provision of the Services so that:
 - the Buyer is able to understand how the Services have been provided; and
 - the Buyer and the replacement supplier can conduct due diligence.

24.4 Each Party will return all of the other Party's Confidential Information. Each Party will confirm that it does not retain the other Party's Confidential Information except where the information must be retained by the Party as a legal requirement or where the Call-Off Contract states otherwise.

24.5 All licences, leases and authorisations granted by the Buyer to the Supplier in relation to the Services will be terminated at the end of the Call-Off Contract period (howsoever arising) without the need for the Buyer to serve notice except where the Call-Off Contract states otherwise.

24.6 Termination or expiry of the Call-Off Contract will not affect:

- any rights, remedies or obligations accrued under the Call-Off Contract prior to termination or expiration;
- the right of either Party to recover any amount outstanding at the time of such termination or expiry;
- the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses:
 - 8 - Payment Terms and VAT
 - 9 - Recovery of Sums Due and Right of Set-Off
 - 11 - Confidentiality
 - 12 - Conflict of Interest
 - 13 - Intellectual Property Rights
 - 24 - Consequences of Termination
 - 28 - Staff Transfer
 - 34 - Liability
 - 35 - Waiver and cumulative remedies
- any other provision of the Framework Agreement or the Call-Off Contract which expressly or by implication is to be performed or observed notwithstanding termination or expiry will survive the termination or expiry of the Call-Off Contract.

25. Supplier's status

25.1 The Supplier is an independent Contractor and no contract of employment or partnership is created between the Supplier and the Buyer. Neither Party is authorised to act in the name of, or on behalf of, the other Party.

26. Notices

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

26.2 The following table sets out the method by which notices may be served under the Call-Off Contract and the respective deemed time and proof of Service:

Delivery type	Deemed delivery time	Proof of Service
Email	9am on the first Working Day after sending	Dispatched in a pdf form to the correct email address without any error message

26.3 The address and email address of each Party will be the address and email address in the Order Form.

27. Exit plan

27.1 The Buyer and the Supplier will agree an exit plan during the Call-Off Contract period to enable the Supplier Deliverables to be transferred to the Buyer ensuring that the Buyer has all the code and documentation required to support and continuously develop the Service with Buyer resource or any third party as the Buyer requires. The Supplier will update this plan whenever there are material changes to the Services. A Statement of Work may be agreed between the Buyer and the Supplier to specifically cover the exit plan.

28. Staff Transfer

28.1 The Parties agree that nothing in the Call-Off Contract or the provision of the Services is expected to give rise to a transfer of employment to which the Employment Regulations apply.

28.2 The Supplier will fully indemnify the Buyer against all Supplier Staff Liabilities which arise as a result of any claims brought against the Buyer due to any act or omission of the Supplier or any Supplier Staff.

28.3 The indemnity given in Clause 28.2 will be uncapped.

29. Help at retendering and handover to replacement supplier

29.1 When requested, the Supplier will (at its own expense where the Call-Off Contract has been terminated before end of term due to Supplier cause) help the Buyer to migrate the Services to a replacement Supplier in line with the exit plan (Clause 27) to ensure continuity of the Services. Such help may include Supplier demonstrations of the existing code and development documents, software licences used and Buyer approval documents. The Supplier will also answer Service and development-related clarification questions.

29.2 Within 10 Working Days of a request by the Buyer, the Supplier will provide any information needed by the Buyer to prepare for any procurement exercise or to facilitate any potential replacement Supplier undertaking due diligence. The exception to this is where such information is deemed to be Commercially Sensitive Information, in which case the Supplier will provide the information in a redacted form.

30. Changes to services

30.1 It is likely that there will be changes to the scope of the Services during the Call-Off Contract period. Agile projects have a scope that will change over time. The detailed scope (eg as defined in user stories) can evolve and change during the Call-Off Contract Period. These changes do not require formal contract changes but do require the Buyer and Supplier to agree these changes.

30.2 Any changes to the high-level scope of the Services must be agreed between the Buyer and Supplier. The Supplier will consider any request by the Buyer to change the scope of the Services, and may agree to such request.

31. Contract changes

31.1 All changes to the Call-Off Contract which cannot be accommodated informally as described in Clause 30 will require a Contract Change Note.

31.2 Either Party may request a contract change by completing and sending a draft Contract Change Note in the form in Schedule 4 of Part C - The Schedules ('the **Contract Change Notice**') to the other Party giving sufficient information to enable the other Party to assess the extent of the change and any additional cost that may be incurred. The Party requesting the contract change will bear the costs of preparation of the Contract Change Notice. Neither Party will unreasonably withhold nor delay consent to the other Party's proposed changes to the Call-Off Contract.

31.3 Due to the agile-based delivery methodology recommended by the Framework Agreement, it may not be possible to exactly define the consumption of Services over the duration of the Call-Off Contract in a static Order Form. The Supplier should state the initial value of all Services that are likely to be consumed under the Call-Off Contract.

32. Force Majeure

32.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under the Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate the Call-Off Contract with immediate effect by notice in writing.

Digital Outcomes and Specialists 4 Framework Agreement Call-Off Contract v2

<https://www.gov.uk/government/publications/digital-outcomes-and-specialists-4-call-off-contract>

33. Entire agreement

33.1 The Call-Off Contract constitutes the entire agreement between the Parties relating to the matters dealt within it. It supersedes any previous agreement between the Parties relating to such matters.

33.2 Each of the Parties agrees that in entering into the Call-Off Contract it does not rely on, and will have no remedy relating to, any agreement, statement, representation, warranty, understanding or undertaking (whether negligently or innocently made) other than as described in the Call-Off Contract.

33.3 Nothing in this Clause or Clause 34 will exclude any liability for (or remedy relating to) fraudulent misrepresentation or fraud.

34. Liability

34.1 Neither Party excludes or limits its liability for:

- death or personal injury;
- bribery or fraud by it or its employees;
- breach of any obligation as to title implied by section 12 of the Sale of Goods Act 1979 or section 2 of the Supply of Goods and Services Act 1982; or
- any liability to the extent it cannot be excluded or limited by Law.

34.2 In respect of the indemnities in Clause 13 (Intellectual Property Rights) and Clause 28 (Staff Transfer) and a breach of Clause 14 (Data Protection and Disclosure) the Supplier's total liability will be unlimited. Buyers are not limited in the number of times they can call on this indemnity.

34.3 Subject to the above, each Party's total aggregate liability relating to all Losses due to a Default in connection with this agreement will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the Call-Off Contract Charges paid, due or which would have been payable under the Call-Off Contract in the 6 months immediately preceding the event giving rise to the liability.

- Losses covered by this clause 34.3 that occur in the first 6 months of a Call-Off Contract, will be limited to the greater of the sum of £500,000 or a sum equal to 200% of the estimated Call-Off Contract Charges for the first 6 months of the Call-Off Contract.

34.4 Subject to clause 34.1, in no event will either Party be liable to the other for any:

- loss of profits;
- loss of business;
- loss of revenue;
- loss of or damage to goodwill;
- loss of savings (whether anticipated or otherwise); or
- any indirect, special or consequential loss or damage.

34.5 The Supplier will be liable for the following types of loss which will be regarded as direct and will be recoverable by the Buyer:

- the additional operational or administrative costs and expenses arising from any Material Breach; and/or
- any regulatory losses, fines, expenses or other losses arising from a breach by the Supplier of any Law.

34.6 No enquiry, inspection, approval, sanction, comment, consent, or decision at any time made or given by, or on behalf of, the Buyer to any document or information provided by the Supplier in its provision of the Services, and no failure of the Buyer to discern any defect in, or omission from, any such document or information will exclude or limit the obligation of the Supplier to carry out all the obligations of a professional Supplier employed in a client and Buyer relationship.

34.7 Unless otherwise expressly provided, the obligations of the Buyer under the Call-Off Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Call-Off Contract will be an obligation on, or in any other way constrain the Buyer in any other capacity, nor will the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Call-Off Contract on the part of the Buyer to the Supplier.

34.8 Any liabilities which are unlimited will not be taken into account for the purposes of establishing whether any limits relating to direct loss or damage to physical Property within this Clause have been reached.

34.9 Each Party must use all reasonable endeavours to mitigate any Loss or damage which it suffers under or in connection with this Call-Off Contract, including any indemnities.

35. Waiver and cumulative remedies

35.1 The rights and remedies provided by this agreement may be waived only in writing by the Buyer or the Supplier representatives in a way that expressly states that a waiver is intended, and such waiver will only be operative regarding the specific circumstances referred to.

35.2 Unless a right or remedy of the Buyer is expressed to be exclusive, the exercise of it by the Buyer is without prejudice to the Buyer's other rights and remedies. Any failure to exercise, or any delay in exercising, a right or remedy by either Party will not constitute a waiver of that right or remedy, or of any other rights or remedies.

36. Fraud

36.1 The Supplier will notify the Buyer if it suspects that any fraud has occurred, or is likely to occur. The exception to this is if while complying with this, it would cause the Supplier or its employees to commit an offence.

36.2 If the Supplier commits any fraud relating to a Framework Agreement, the Call-Off Contract or any other Contract with the government:

- the Buyer may terminate the Call-Off Contract
- CCS may terminate the Framework Agreement
- CCS and/or the Buyer may recover in full from the Supplier whether under Clause 36.3 below or by any other remedy available in law.

36.3 The Supplier will, on demand, compensate CCS and/or the Buyer, in full, for any loss sustained by CCS and/or the Buyer at any time (whether such loss is incurred before or after the making of a demand following the indemnity hereunder) in consequence of any breach of this Clause.

37. Prevention of bribery and corruption

37.1 The Supplier will not commit any Prohibited Act.

37.2 The Buyer and CCS will be entitled to recover in full from the Supplier and the Supplier will, on demand, compensate CCS and/or the Buyer in full from and against:

- the amount of value of any such gift, consideration or commission; and
- any other loss sustained by CCS and/or the Buyer in consequence of any breach of this Clause

38. Legislative change

38.1 The Supplier will neither be relieved of its obligations under the Call-Off Contract nor be entitled to increase the Call-Off Contract prices as the result of a general change in Law or a Specific Change in Law without prior written approval from the Buyer.

39. Publicity, branding, media and official enquiries

39.1 The Supplier will take all reasonable steps to not do anything which may damage the public reputation of the Buyer. The Buyer may terminate the Call-Off Contract for Material Breach where the Supplier, by any act or omission, causes material adverse publicity relating to or affecting the Buyer or the Call-Off Contract. This is true whether or not the act or omission in question was done in connection with the performance by the Supplier of its obligations hereunder.

40. Non Discrimination

40.1 The Supplier will notify CCS and relevant Buyers immediately of any legal proceedings issued against it by any Supplier Staff on the grounds of discrimination.

41. Premises

41.1 Where either Party uses the other Party's premises, such Party is liable for all Loss or damage it causes to the premises. Such Party is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.

- 41.2 The Supplier will use the Buyer's premises solely for the Call-Off Contract.
- 41.3 The Supplier will vacate the Buyer's premises upon termination or expiry of the Call-Off Contract.
- 41.4 This Clause does not create any tenancy or exclusive right of occupation.
- 41.5 While on the Buyer's premises, the Supplier will:
- ensure the security of the premises;
 - comply with Buyer requirements for the conduct of personnel;
 - comply with any health and safety measures implemented by the Buyer;
 - comply with any instructions from the Buyer on any necessary associated safety measures; and
 - notify the Buyer immediately in the event of any incident occurring on the premises where that incident causes any personal injury or damage to Property which could give rise to personal injury.
- 41.6 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.
- 41.7 All Equipment brought onto the Buyer's premises will be at the Supplier's risk. Upon termination or expiry of the Call-Off Contract, the Supplier will remove such Equipment.

42. Equipment

- 42.1 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.
- 42.2 Upon termination or expiry of the Call-Off Contract, the Supplier will remove the Equipment, and any other materials, leaving the premises in a safe and clean condition.

43. Law and jurisdiction

- 43.1 The Call-Off Contract will be governed by the Laws of England and Wales. Each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

44. Defined Terms

'Assurance'	The verification process undertaken by CCS as described in section 5 of the Framework Agreement
'Background IPRs'	Any and all IPR that are owned by or licensed to either Party and which are or have been developed independently of the Call-Off Contract (whether prior to the start date or otherwise)
'Buyer'	A UK public sector body, or Contracting Authority, as described in the OJEU Contract Notice, that can

	execute a competition and a Call-Off Contract within the Framework Agreement
'Buyer Background IPRs'	Background IPRs of the Buyer
'Buyer's Confidential Information'	<p>All Buyer Data and any information that relates to the business, affairs, developments, trade secrets, know-how, personnel, and Suppliers of the Buyer, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</p> <p>Any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')</p>
'Buyer Data'	Data that is owned or managed by the Buyer, including Personal Data gathered for user research, eg recordings of user research sessions and lists of user research participants
'Buyer Software'	Software owned by or licensed to the Buyer (other than under or pursuant to this Call-Off Contract), which is or will be used by the Supplier for the purposes of providing the Services
'Call-Off Contract'	<p>The legally binding agreement (entered into following the provisions of the Framework Agreement) for the provision of Services made between a Buyer and the Supplier</p> <p>This may include the key information summary, Order Form, requirements, Supplier's response, Statement of Work (SOW), Contract Change Notice (CCN) and terms and conditions as set out in the Call-Off Contract Order Form</p>
'Charges'	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under the Call-Off Contract, as set out in the applicable SOW(s), in consideration of the full and proper performance by the Supplier of the Supplier's obligations under the Call-Off Contract and the specific obligations in the applicable SOW
'Commercially Sensitive Information'	Information, which CCS has been notified about, (before the start date of the Framework Agreement) or the Buyer (before the Call-Off Contract start date) with full details of why the Information is deemed to be commercially sensitive
'Comparable Supply'	The supply of services to another customer of the Supplier that are the same or similar to any of the Services

'Confidential Information'	<p>Buyer's Confidential Information or the Supplier's Confidential Information, which may include (but is not limited to):</p> <ul style="list-style-type: none"> • any information that relates to the 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 • any other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential')
'Contracting Authority'	The Buyer and any other person as listed in the OJEU Contract Notice or Regulation 2 of the Public Contracts Regulations 2015, as amended from time to time, including CCS
'Control'	Control as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly
'Controller'	Takes the meaning given in the Data Protection Legislation.
'Crown'	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including government ministers and government departments and particular bodies, persons, commissions or agencies from time to time carrying out functions on its behalf
'Data Loss Event'	Any event that results, or may result, in unauthorised access to Personal Data held by the Supplier under this Call-Off Contract, and/or actual or potential loss and/or destruction of Personal Data in breach of this Call-Off Contract, including any Personal Data Breach.
'Data Protection Impact Assessment'	An assessment by the Controller of the impact of the envisaged processing on the protection of Personal Data.
'Data Protection Legislation'	All applicable Law about the processing of personal data and privacy (including the GDPR, LED and DPA 2018) and including if applicable legally binding guidance and codes of practice issued by the Information Commissioner.
'Data Protection Officer'	Takes the meaning given in the Data Protection Legislation.
'Data Subject'	Takes the meaning given in the Data Protection Legislation.
'Default'	<ul style="list-style-type: none"> • any breach of the obligations of the Supplier

	<p>(including any fundamental breach or breach of a fundamental term)</p> <ul style="list-style-type: none"> any other default, act, omission, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff in connection with or in relation to the Framework Agreement or this Call-Off Contract <p>Unless otherwise specified in this Call-Off Contract the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer</p>
'Deliverable'	A tangible work product, professional service, outcome or related material or item that is to be achieved or delivered to the Buyer by the Supplier as part of the Services as defined in the Order Form and all subsequent Statement of Work
'Digital Marketplace'	<p>The government marketplace where Services will be bought</p> <p>(https://www.digitalmarketplace.service.gov.uk/)</p>
'DPA 2018'	Data Protection Act 2018.
'Employment Regulations'	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) as amended or replaced or any other Regulations implementing the European Council Directive 77/187/EEC on the approximation of laws of European member states relating to the safeguarding of employees' rights in the event of transfers of undertakings, businesses or parts of undertakings or businesses, as amended or re-enacted from time to time
'Electronic Invoice'	An invoice which has been issued, transmitted and received in a structured electronic format which allows for its automatic and electronic processing
'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 the Call-Off Contract
'Extension Period'	The period (expressed in Working Days) that the initial Call-Off Contract term is extended by following notice given by the Buyer to the Supplier in accordance with Clause 1.4, such period not to exceed the number of whole days that represent 25% of the initial Call-Off Contract period.
'FoIA'	The Freedom of Information Act 2000 and any subordinate legislation made under the Act

	occasionally together with any guidance or codes of practice issued by the Information Commissioner or relevant Government department in relation to such legislation
'Force Majeure'	<p>Force Majeure means anything affecting either Party's performance of their obligations arising from any of the following:</p> <ul style="list-style-type: none"> • acts, events, omissions, happenings or non-happenings 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, any disaster and any failure or shortage of power or fuel • an industrial dispute affecting a third party for which a substitute third party is not reasonably available <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • any industrial dispute relating to the Supplier, its staff, or any other failure in the Supplier's (or a Subcontractor's) supply chain • any event or occurrence which is attributable to the wilful act, neglect or failure to take reasonable precautions against the event or occurrence by the Party concerned
'Framework Agreement'	The Framework Agreement between CCS and the Supplier for the provision of the Services dated 01/10/2019
'Fraud'	The making of a false representation or failing to disclose relevant information, or the abuse of position, in order to make a financial gain or misappropriate assets
'Further Competition'	The Further Competition procedure as described in Section 3 (how Services will be bought) of the Framework Agreement.
'GDPR'	The General Data Protection Regulation (Regulation (UK) 2016/679).
'Good Industry Practice'	<p>Standards and procedures conforming to the Law and the application of skill, care and foresight which would be expected from a person or body who has previously been engaged in a similar type of undertaking under similar circumstances. The person or body must adhere to the technology code of practice</p> <p>(https://www.gov.uk/service-manual/technology/code-</p>

	of-practice.html) and the government service design manual (https://www.gov.uk/service-manual)
'Group'	A company plus any subsidiary or holding company. 'Holding company' and 'Subsidiary' are defined in section 1159 of the Companies Act 2006
'Group of Economic Operators'	A partnership or consortium not (yet) operating through a separate legal entity.
'Holding Company'	As described in section 1159 and Schedule 6 of the Companies Act 2006
'Information'	As described under section 84 of the Freedom of Information Act 2000, as amended from time to time
'Insolvency Event'	may be: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
'Intellectual Property Rights' or 'IPR'	means: <p>a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, service marks, logos, database rights, trade marks, rights in internet domain names and website addresses and other rights in trade or business names, design rights (whether registerable or otherwise), know-how, trade secrets and moral rights and other similar rights or obligations whether registerable or not;</p> <p>b) 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; and</p> <p>c) all other rights whether registerable or not having equivalent or similar effect in any country or jurisdiction (including but not limited to the United Kingdom) and the right to sue for passing off.</p>
'Key Staff'	Means the Supplier Staff named in the SOW as such
'KPI Target'	The acceptable performance level for a key performance indicator (KPI)
'Law'	Any applicable Act of Parliament, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, exercise of the royal prerogative, enforceable community right within the meaning of Section 2 of the European Communities Act 1972, judgment of a relevant court of law, or directives or requirements of any Regulatory Body
'LED'	Law Enforcement Direction (Directive (EU) 2016/680).
'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'	A subdivision of the Services which are the subject of this procurement as described in the OJEU Contract Notice
'Malicious Software'	Any software program or code intended to destroy, or cause any undesired effects. It could be introduced wilfully, negligently or without the Supplier having knowledge of its existence.
'Management Charge'	The sum paid by the Supplier to CCS being an amount of 1.0% 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 termination of any Call-Off Contract
'Management Information'	The Management Information (MI) specified in section 6 of the Framework Agreement
'Management Information (MI) Failure'	If any of the below instances occur, CCS may treat this as an 'MI Failure': <ul style="list-style-type: none"> • there are omissions or errors in the Supplier's submission • the Supplier uses the wrong template • the Supplier's report is late • the Supplier fails to submit a report
'Material Breach' (Framework Agreement)	A breach by the Supplier of the following Clauses in the Framework Agreement: <ul style="list-style-type: none"> • Subcontracting • Non-Discrimination • Conflicts of Interest and Ethical Walls • Warranties and Representations • Provision of Management Information • Management Charge • Prevention of Bribery and Corruption • Safeguarding against Fraud • Data • Intellectual Property Rights and Indemnity • Confidentiality • Official Secrets Act • Audit • Assurance
'Material Breach' (Call-Off Contract)	A single serious breach of or persistent failure to perform as required in the Call-Off Contract
'OJEU Contract Notice'	The advertisement for this procurement issued in the Official Journal of the European Union

'Order Form'	An order in the form set out in Part A of the Call-Off Contract for Digital Outcome and Specialist Services placed by a Buyer with the Supplier
'Other Contracting Authorities'	All Contracting Authorities, or Buyers, except CCS
'Party'	<ul style="list-style-type: none"> • for the purposes of the Framework Agreement; CCS or the Supplier • for the purposes of the Call-Off Contract; the Supplier or the Buyer, and 'Parties' will be interpreted accordingly
'Personal Data'	Takes the meaning given in the Data Protection Legislation.
'Personal Data Breach'	Takes the meaning given in the Data Protection Legislation.
'Processing'	This has the meaning given to it under the Data Protection Legislation but, for the purposes of this Framework Agreement and Call-Off Contract, it will include both manual and automatic processing. 'Process' and 'processed' will be interpreted accordingly.
'Processor'	Takes the meaning given in the Data Protection Legislation.
'Prohibited Act'	<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'	<ul style="list-style-type: none"> • Intellectual Property Rights in items, including Deliverables, created by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of the Call-Off Contract and updates and amendments of these items including (but not limited to) database schema; and/or • Intellectual Property Rights arising as a result of the performance of the Supplier's obligations under the Call-Off Contract; but not including the Supplier Background IPRs

'Property'	The property, other than real property and IPR, issued or made available to the Supplier by the Buyer in connection with a Call-Off Contract
'Protective Measures'	Appropriate technical and organisational measures which may include: pseudonymising and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
'Regulations'	The Public Contracts Regulations 2015 (at http://www.legislation.gov.uk/ukxi/2015/102/contents/made) and the Public Contracts (Scotland) Regulations 2012 (at http://www.legislation.gov.uk/ssi/2012/88/made), as amended from time to time
'Regulatory 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 the Framework Agreement or the Call-Off Contract
'Release'	The Deliverable for a particular Statement of Work. Its delivery by the Supplier and its acceptance by the Buyer completes the Statement of Work.
'Reporting Date'	The seventh day of each month following the month to which the relevant MI relates. A different date may be chosen if agreed between the Parties
'Request for Information'	A request for information or an apparent request under the Code of Practice on Access to Government Information, FoIA or the Environmental Information Regulations
'Self Audit Certificate'	The certificate in the form as set out in Framework Agreement Schedule 1 - Self Audit Certificate, to be provided to CCS by the Supplier in accordance with Framework Agreement Clause 7.6.
'Services'	Digital outcomes, digital specialists, user research studios or user research participants to be provided by the Supplier under this Call-Off Contract
'Specific Change in Law'	A change in the Law that relates specifically to the business of CCS or the Buyer and which would not affect a Comparable Supply
'Statement of Requirements'	A statement issued by CCS or any Buyer detailing its Services requirements issued in the Call-Off Contract
'Statement of Work' (SOW)	The document outlining the agreed body of works to be undertaken as part of the Call-Off Contract between

	the Buyer and the Supplier. This may include (but is not limited to) the Statement of Requirements, the Deliverable(s), the completion dates, the charging method. Multiple SOWs can apply to one Call-Off Contract
'Subcontractor'	Each of the Supplier's Subcontractors or any person engaged by the Supplier in connection with the provision of the digital services as may be permitted by Clause 9.18 of the Framework Agreement or the Call-Off Contract
'Subprocessor'	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
'Supplier'	The Supplier of Digital Outcomes and Specialists services who successfully bid for Call-Off Contracts as outlined in the Contract Notice within the Official Journal of the European Union (OJEU Notice). The identifying details of the Supplier to be bound by the terms of this Call-Off Contract are set out in the Order Form.
'Supplier Background IPRs'	Background IPRs of the Supplier
'Supplier Software'	Software which is proprietary to the Supplier and which is or will be used by the Supplier for the purposes of providing the Services
'Supplier Staff'	All persons employed by the Supplier including the Supplier's agents and consultants used in the performance of its obligations under the Framework Agreement or the Call-Off Contract
'Supplier Staff Liabilities'	Any claims, actions, proceedings, orders, demands, complaints, Losses and any awards or compensation reasonably incurred in connection with any claim or investigation related to employment
'Working Day'	Any day other than a Saturday, Sunday or public holiday in England and Wales, from 9am to 5pm unless otherwise agreed with the Buyer and the Supplier in the Call-Off Contract
'VAT'	Value added tax in accordance with the provisions of the Value Added Tax Act 1994

Part C - The Schedules Schedule 1 – Requirements

Essential skills and experience

- Proven track record of design, development, and delivery of digital services to, and/or on behalf of, Government Agencies.
- Experience in the development of services from Discovery to Beta, from learnings Discovery to Beta, meeting the Government Service Standard and technology code of conduct.
- Evidence of in-depth understanding and experience of presenting clear, compelling, evidence-based recommendations for change based on primary and secondary research.
- In-depth understanding of collaboratively delivering rapid/ iterative prototyping (low to high fidelity) using design systems and approaches.
- Experience of providing services to build cloud-based web solutions and maintaining accessible web-pages based on user needs.
- Proven track record of building products in Typescript, Node, Java and Kotlin.
- Experience of successfully migrating data from legacy systems to new services and assisting with remediation where necessary.
- Experience of building secure systems and adhering to modern security best practice and standards.
- Experience of providing services with a test-driven development, continuous integration and delivery approach.

Nice-to-have skills and experience criteria

- Evidence of designing, developing, and delivering case management systems and/or workflow tools.
- Demonstrable experience of successfully assisting clients in managing the business transition from legacy systems to new services.
- Demonstrable experience of setting up and operating application support for staff facing applications.
- Experience working within a large government program of work, with multiple teams, dependencies and stakeholders.

Cultural Fit Criteria

- Share knowledge and experience with team members and the wider service
- Work as a team with our organisation and other suppliers in a diverse environment
- Be transparent and collaborative when making decisions
- Have a no-blame culture and encourage people to learn from their mistakes
- Take responsibility for their work

The address where this will take place will be predominantly virtually, with the possibility of London based physical working, if required. Occasional travel to other locations in the United Kingdom may also be required.

The Buyer would prefer co-location onsite for 3 days a week (as soon as Covid-19 allows), most weeks in order to engage with the Probation Reform Programme, building broader engagement with the style of working (e.g. through show and tells), and capability building activity through activities such as pair programming/design review. However, the Buyer also know that remote working is both possible and will also be necessary over the next few months.

As HMPPS's Public Protection Casework Section we need to effectively and efficiently track and manage offenders through the parole process including:

- Pre-Release Casework – from the point at which an Offender with an indeterminate sentence enters custody through preparations for one or more Parole Board Hearing through to release

- Post-Release Casework – from the point at which a released Offender has been recalled to custody through preparations for one or more Parole Board Hearing through to release
Reconsideration – from the point at which a Parole Board decision is challenged until a final decision is issued (or Judicial Review)
Prisoner Casework – from the point at which prisoner-related correspondence is received (from a diverse set of sources, including members of the prisoner's family and Prisons), to the drafting and issuing of a response

As HMPPS's Mental Health Casework Section we need, where necessary, to effectively and efficiently manage patients from the point at which they are classified as a 'Restricted Patient' through to their discharge, whereby, depending on the nature of their case, they are either returned to court, prison or discharged into the community. In addition, we need to effectively manage, and track patients detained under the Mental Health Act who are diverted from custody into hospital via a hospital order with a direction, through to their discharge and whilst in the community on leave or conditional discharge.

As the Parole Board we need to effectively and efficiently manage the reviews of prisoners who are eligible for parole and risk assess them in order to determine whether they can be safely released into the community.

As the Parole Board we need to effectively and efficiently manage the fees paid to Parole Board members.

As the Prisons and Probation Ombudsman we need to effectively and efficiently carry out independent investigations of deaths of (due to any cause) and complaints made by:

- prisoners;
- young people in detention;
- offenders under probation supervision; and
- immigration detainees

in order to make custody and community supervision fairer through recommendations in individual investigations and drawing from data and themes gathered across different investigations. This list of investigations is not exhaustive. The PPO's full remit is defined in their Terms of Reference and includes discretion to investigate other fatal incidents that raise issues about the care provided by the relevant authority in remit.

As HMPPS, the Parole Board, and the PPO we need access to robust and accurate reports, MI (Management Information), BI (Business Intelligence), Insights and Analytics, and KPIs (Key Performance Indicators).

Note: As well as users in HMPPS (including prison and probation staff and the Serious Further Offences team), the Parole Board, and the PPO, the current application is also used by other groups including (but not necessarily restricted to) prison psychologists, Home Office Immigration Enforcement, the Cross Border Transfers team, and solicitors.

Schedule 2 - Supplier's response

The Supplier will leverage their expertise gained delivering HMPO's new case-working service (replacing legacy) in a diverse multi-supplier landscape, and their embedded knowledge as HMPPS's PPUD Discovery/Alpha partner, to build a modern, flexible, supportable and usable new service. The replacement solution will offer significantly lower operating costs than refactoring and migration and will streamline this critical service for a modern justice system, based on actual user need.

Shoehorning in new operational processes to fit the tool (with multiple workarounds) has built significant technical and process debt into PPUD.

The Supplier will focus upon User-centred delivery of new PPUD products (Recall, Review, Transfer and Diversion, Investigate) to provide significant operational productivity gains through:

Ownership: CenturyLink's dated engineering approaches constrain change to three-month release cycles. Moving to the MoJ estate, using preferred technologies and modern engineering practices, with future operation by MoJ's Digital Studio, will significantly improve PPUD responsiveness to business change.

Service Design: Value stream mapping and service design blueprints (as for HMPO's new passport application process) will capture opportunities for operational and business change in a new end-to-end service (including on/offline touchpoints), gaining organisational buy-in across HMPPS.

Time Savings: Removing workarounds and rekeying saves time and effort. Modern process patterns will enable business units to work efficiently, record and find information fast, and allocate work automatically.

Reporting: Reporting with accurate real-time data from other systems will support HMPPS caseworking.

Wellbeing and Ethics: Consequence scanning considers the new service's impact on vulnerable people e.g. victims of people released too early, prisoners not released on time. This helps caseworkers make the right decisions, mitigating potential harms.

The Supplier's multi-disciplinary team is self-sufficient and autonomous, working closely with MoJ's service manager and designer.

The Supplier's people's experience levels make them self-starters, taking full responsibility for their work, with a real commitment to hands-on delivery.

The Supplier will start with a time-limited inception to validate MVP scope, with activities including:

- Objectives and Key Results: agree service goals and Key Results to measure achievement.
- Value Stream Mapping: address process debt by improving/streamlining caseworking processes.

- Earliest Usable Product/MVP: agree user journeys for Managing a Recall (confirm Recall as the first product to be built).
- Steel thread: build a 'hello world' steel thread deployed onto MoJ Cloud production infrastructure using an automated CI/CD pipeline.
- Technology Solution: agree technical vision, standards, ways of working and design guidelines.
- Backlog: create the initial Epics backlog, agree prioritisation criteria, create detailed user stories to kick off development.
- Beta Roadmap: validate the Beta delivery roadmap.

The Supplier will then build a private Beta (pilot, and extended) for a closed user group, before iterating the product in public Beta.

Common capabilities will prioritise Recall needs; extended only once other product needs are better understood, mitigating wasted effort.

Each subsequent product delivery kicks-off with lighter touch inception activities (c.1 week) building on the understanding and work for Recall.

Ongoing activities will include:

GDS Service Standards: following iterative delivery methods (Scrum or Kanban-based) and agile engineering practices. Stand-ups and showcases allow for frequent regular feedback. 'No-blame' retrospectives and incident postmortems underpin continuous improvement, enabling learning from mistakes.

Product Thinking: the following principles underpin the Supplier's end-to-end service design:

- Offender/ Patient Detainee Focused: prisoners/probationers/ patients/ detainees are central to all user journeys; functional areas add valuable information against the offender/ patient/ detainee e.g. probation notes etc.
- Flexible Case Based: a concise, accessible view of prisoner/probationer history and interactions. Expert caseworkers do not need a step-by-step linear process (see Alpha prototype testing).
- Data Driven: accurate, high fidelity data, accessible to caseworkers as needed, enables correct decisions.

User Research: investigating how caseworkers think about their work, and their needs, and developing products to fit that model.

Interaction Design: applying GDS Design System principles and guidelines, e.g. when showing data from other sources explain where it comes from. Using prototypes to test interactions with users.

Migration/transition from legacy to the new service is managed as follows:

Data Migration: The Supplier will validate the Alpha's data migration recommendations, ensuring PPUD data and users are migrated safely and securely (improving quality by removing redundant and duplicated data). The Supplier will start building the data migrator during inception, using ongoing learnings to iterate both migrator and migration strategy.

Strangler Pattern/Decommissioning: The Supplier will move from the existing monolithic PPUD system to a services-based solution incrementally over time, with the systems running in parallel.

Operational Support: Following a “you build it, you run it” mindset, the Supplier teams will provide level 1, 2, and 3 operational support during private Beta (UK business hours). The Supplier will transition levels 1 and 2 to MoJ's Digital Studio and Operational teams for public Beta, using techniques like pairing on operational issues to share knowledge.

Operating Model: The Supplier will input into change management and training, supporting HMPPS's business change function to move business services and operational users over to the new service incrementally.

Supplier's Technical Solution:

Continuous Integration/Delivery: automated CI/CD pipelines will provide frictionless, rapid delivery of changes (product documentation, infrastructure, software) to production on MoJ's AWS-based Cloud infrastructure.

- Automated quality gates (contract testing, functional testing, deployment smoke testing etc.) will identify defects early, minimising risk to production.
- Infrastructure as Code facilitates continuous delivery, accelerating delivery by providing a cookie-cutter approach to stamping out environments.

Automated Testing: Test-driven (TDD) and business-driven (BDD) testing ensures high quality and correctness, and provides automated regression detection.

Technology Choices: The Supplier has extensive experience in, and support HMPPS's preferred Node.js, Java/Kotlin and Springboot.

API-based Common Services: The Supplier shall write modern RESTful APIs for reusable common components (e.g. recording evidence, allocating work), with OpenAPI documentation and conforming to MoJ's microservice architecture.

Access: leveraging the existing "HMPPS Auth" service (utilising OAuth2) will provide coarse role-based access control, supplemented with finer grain, domain specific, access controls implemented within each discrete service.

Document Storage: a cloud-based system, e.g. S3, or HMPPS's existing "Alfresco" system will provide storage and generation of documents/ dossiers, taking an API-first approach and wrapping with an appropriate domain/service layer.

Systems Integration: where feasible, integrating with associated data source systems (NOMIS, OASys, nDelius etc) via APIs will remove the need to copy data between systems.

Domain Models: while sharing a common set of core tables, and occasionally referencing each other, connections are minimal between the main sections of PPUD data (PPO, MHCS, and PPCS).

The Supplier will decouple these data domains, implementing discrete services (APIs) to manage domains independently.

Synthetic Data: automated tooling will generate synthetic data for functional and non-functional testing in pre-production environments. This will improve confidence in PPUD's correctness, ensuring test data is never present in a production environment (and vice versa). Management of database instances and schemas (tables, indexes etc) will be automated for continuous delivery.

First-class Security: The Supplier will adopt DevSecOps security principles and guide rails, e.g. SQL injection, file uploading (authorisation / authentication), strong authentication (2-factor), capabilities-based access to functionality etc.

Team Structure:

The Supplier and the Supplier's Subcontractor (The Dextrous Web Ltd) will work as a single team with HMPPS's service manager and designer, sharing collective responsibility for successful outcomes.

The Supplier, the Supplier's subcontractors and Supplier Partners work 'in the open' to aid collaboration, holding daily stand-ups to share progress and remove blockers, and weekly showcases for regular feedback.

Tooling, e.g. Slack, Trello, Jira, Miro, will support remote communication, collaboration, and ways of working, including pairing.

Core team members with directly relevant expertise will be included in each Statement of Work throughout this Call-Off Contract.

The Supplier's team, comprising a multidisciplinary product delivery team along with cross-cutting leadership and specialist roles, includes Delivery Leads, Product Owner, Researchers, Interaction/Service Designers, BAs, Technical Leads/Architects, Developers, DevOps, QAs, Infosec/Security Specialist, Data Architect, Content Designer.

The Supplier will prioritise work for each product (and common capabilities) on an ongoing basis collectively, allocating it as appropriate to each team.

Delivery Timelines

The Supplier's indicative timeline is subject to change, with ongoing adaptive planning based on findings and prioritisation with HMPPS.

Target duration and completion dates over 12 months starting early May 2021 are:

Inception: 4 weeks, May '21

Recall:

- Private Beta: 5 months, Oct '21
- Public Beta: 6 months, May '22

Review:

- Private Beta: 3.5 months, Nov '21
- Public Beta: 4.5 months, May '22

Transfer:

- Private Beta: 3 months, Feb '22
- Public Beta: 2 months, May '22

Investigate:

- Buy vs Build assessment: 2 - 4 weeks May '21
- Private Beta: 3.5 months, Nov '21
- Public Beta: 4.5 months, May '22

Delivery timelines will be planned based on assessment outcomes.

The Supplier will aim to deliver value for money for the Buyer through the below processes:

- **Embedded knowledge:** embedded knowledge gained delivering PPUD's Discovery/Alpha will significantly accelerate Beta onboarding and delivery.
- **GDS Service Standards:** The Supplier's experience delivering 40+ government digital services from Discovery to Live (passing many service assessments) mitigates assessment failure.
- **Wasted Effort:** automating integration with systems like NOMIS saves significant wasted effort in manual rekeying and workarounds.
- **Inefficient Change:** modern engineering practices like automated CI/CD pipelines significantly reduce cost of change.
- **Running Costs:** a high-quality service, telemetry providing advanced observability and self-serve capabilities (e.g. creating, deploying, shuttering services) will reduce operational support needs (as low as 0-3/week on the Supplier's enterprise-scale HMRC tax platform engagement).
- **AWS Partner:** The Supplier's close working relationship includes access to partner funding for migrations to AWS which may be available to PPUD.
- **In-house Capability:** sharing the Supplier's team members' expertise to build HMPPS civil servant capability through mentoring and coaching minimises vendor lock-in.

Schedule 3 - Statement of Work (SOW), including pricing arrangements and Key Staff

Sch 3.1 SOW Details

Date of SOW:	4 th May 2021
SOW Reference:	<i>DOS-13504.</i>
Buyer:	<i>The Ministry of Justice</i>
Supplier:	<i>Equal Experts UK Limited</i>
Release Type(s):	<i>Inception</i>
Phase(s) of Development:	<i>Beta</i>
Release Completion Date:	3 rd June 2021
Duration of SOW	1 month
Charging Method(s) for this Release:	<i>Choose an item</i> <i>X Capped time and materials (CTM)</i>

3.1.1 The Parties will execute a SOW for each Release. Note that any ad-hoc Service requirements are to be treated as individual Releases in their own right (in addition to the Releases at the delivery stage); and the Parties should execute a separate SOW in respect of each.

3.1.2 The rights, obligations and details agreed by the Parties and set out in this SOW apply only in relation to the Services that are to be delivered under this SOW and will not apply to any other SOW's executed or to be executed under this Call-Off Contract unless otherwise agreed by the Parties.

Sch 3.2 Key Staff

3.2.1 The Parties agree that the Key Staff in respect of this Project are detailed in the table below.

3.2.2 Table of Key Staff:

[REDACTED]

Sch 3.3 Deliverables

3.3.1 To be added in agreement between the Buyer and Supplier

- Identify and gain agreement from stakeholders on high level goals and KPIs for PPUD's replacement.
- Confirm whether recall should be the first product to be built and agree a prioritised list of user journeys and deliverables for initial stages of private beta. Document initial Epics backlog, agreed prioritisation criteria and detailed user stories to kick off development.
- Validate the Beta delivery roadmap for the next 11 months, with a more detailed plan for the initial sprints.
- Create the Build a 'hello world' steel thread deployed onto MoJ Cloud production infrastructure using an automated CI/CD pipeline.
- Agree technical vision, standards, ways of working and design guidelines.
- Create a stakeholder engagement plan to show and validate how and when stakeholders will be engaged in the process to include current PPUD SROs and Digital leads.
- Create a plan for carrying out user research to include overall approach and major risks.
- Identify dependencies on other systems for example for integration or data. Identify what is needed from those systems.
- Carry out initial engagements with colleagues in MoJ information security and cybersecurity teams.
- Establish agile ways of working and expectations both within the delivery team and with stakeholders.

Undertake an initial analysis of the Investigations product to identify the rationale and working assumption for a build or buy approach to the solution.

Sch 3.4 Call-Off Contract Charges

3.4.1. For each individual Statement of Work (SOW), the applicable Call-Off Contract Charges (in accordance with the charging method in the Order Form) will be calculated using all of the following:

- the agreed relevant rates for Supplier staff or facilities, which are inclusive of any applicable expenses and exclusive of VAT and which were submitted to the Buyer during the Further Competition that resulted in the award of this Call-Off Contract.
- the number of days, or pro rata for every part of a day, that Supplier staff or facilities will be actively providing the Services during the term of the SOW.
- a contingency margin of up to 20% applied to the sum calculated on the basis of the above two points, to accommodate any changes to the SOW Deliverables during the term of the SOW. The Supplier must obtain prior written approval from the Buyer before applying any contingency margin.

[REDACTED]

3.4.2 The Supplier will provide a detailed breakdown of rates based on time and materials Charges, inclusive of expenses and exclusive of VAT, with sufficient detail

to enable the Buyer to verify the accuracy of the time and material Call-Off Contract Charges incurred.

The detailed breakdown for the provision of Services during the term of the SOW will include (but will not be limited to):

- a role description per Supplier Staff;
- a facilities description;
- the agreed relevant rate per day;
- any expenses charged per day, which are in line with the Buyer's expenses policy (if applicable);
- the number of days, or pro rata for every part day, they will be actively providing the Services during the term of the SOW; and
- the total cost per role/facility

The Supplier will also provide a summary which is to include:

- Total value of this SOW
- Overall Call-Off Contract value
- Remainder of value under overall Call-Off Contract Charge

Where:

Remainder of value under overall Call-Off Contract Charge = overall Call-Off Contract value - sum of total value of all SOWs invoiced

- Whether there is any risk of exceeding Overall Call-Off Contract value (and thereby requiring a Contract Change Note (CCN) to continue delivery of Services)

[REDACTED]

3.4.3 If a capped or fixed price has been agreed for a SOW:

- The Supplier will continue at its own cost and expense to provide the Services even where the agreed price has been exceeded; and
- The Buyer will have no obligation or liability to pay for the cost of any Services delivered relating to this order after the agreed price has been exceeded.

3.4.4 Risks or contingencies will be included in the Charges. The Parties agree that the following assumptions, representations, risks and contingencies will apply in relation to the Charges:

3.4.5 Any changes to the Supplier Staff (not applicable to Lot 3 Services) should be agreed with the Buyer and covered by a separate SOW where it cannot be accommodated within an existing SOW.

3.4.6 Multiple SOWs can operate concurrently.

3.4.7 The Supplier will keep accurate records of the time spent by the Supplier staff in providing the services and will provide records to the Buyer for inspection on request (not applicable to Lot 3 Services)

Sch 3.5. Call-Off Contract Extension Period

Where the Buyer has specified an Extension Period in the Order Form, the Parties agree that an Extension Period of up to 25% of the initial Call-Off Contract Period can be added to the term of the Call-Off Contract, to accommodate any changes to the Deliverables, or delay in meeting the Buyer's requirements. The Buyer must give the Supplier the minimum notice specified in the Order Form that an Extension Period is required, set out how long the Extension Period is to be, and obtain prior written approval from the Supplier before applying any Extension Period to the Call-Off Contract period.

Sch 3.6. Agreement of statement of works

BY SIGNING this SOW, the Parties agree to be bound by the terms and conditions set out herein:

For and on behalf of the Supplier:	
Name and title	[REDACTED]
Signature and date	[REDACTED]

For and on behalf of the departmental Buyer:	
Name and title	[REDACTED]
Signature and date	[REDACTED]

Please note that this is the first SOW. If the value of the first SOW is lower than the overall Call-Off Contract value, and subsequent SOW(s) are required to ensure the Services are delivered, they must be raised and signed by the Buyer and the Supplier, with a copy sent to CCS for its records.

If you exceed the overall Call-Off Contract value and Supplier Staff are still required to deliver the services, then a contract change note (CCN) must be raised, explaining the reason(s) for the extension.

Schedule 4 - Contract Change Notice (CCN)

Order Form reference for the Call-Off Contract being varied:

BETWEEN:

**Her Majesty's Prison and Probation Service, The Parole Board, the
Prison and Probation Ombudsman**

and

Equal Experts UK Limited ("the Supplier")

1. The Call-Off Contract is varied as follows and shall take effect on the date signed by both Parties:

Guidance Note: Insert full details of the change including:

Reason for the change;

Full Details of the proposed change:

Likely impact, if any, of the change on other aspects of the Call-Off Contract:


- 2.** Words and expressions in this Contract Change Notice shall have the meanings given to them in the Call-Off Contract.

- 3. The Call-Off Contract, including any previous changes shall remain effective and unaltered except as amended by this change.**

Signed by an authorised signatory for and on behalf of the Buyer

Signature:	<div><div></div><div>X</div></div>
Date:	<div>Click here to enter a date.</div>
Name:	<div>Click here to enter text.</div>
Address:	<div>Click here to enter text.</div>

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature:	
Date:	Click here to enter a date.

Name:

Click here to enter text.

Address:

Click here to enter text.





Schedule 5 - Balanced Scorecard

In addition to the Supplier's performance management obligations set out in the Framework Agreement, the Parties may agree to the following Balanced Scorecard & KPIs for this Call-Off Contract (see Balanced Scorecard Model below):

Balanced Scorecard

KPI – Performance to Pay Process		
In accordance with an agreed performance to pay process, suppliers submit the following 'inputs':		
<ul style="list-style-type: none"> *Accurate and complete timesheets in a timely manner; *Accurate and complete Acceptance Certificates in a timely manner; *Accurate and complete Supplier Reports in a timely manner; *Accurate and complete invoices in a timely manner 		
Measurement		
All of the inputs are submitted in accordance with the performance to pay process timescales and contain accurate and complete information.	<ul style="list-style-type: none"> *Inputs are later than prescribed in the performance to pay process but within 5 working days of the prescribed dates. *Inputs are incomplete or inaccurate. 	<ul style="list-style-type: none"> *Inputs are later than 5 working days in the prescribed performance to pay process. *Inputs contain significant errors.
Source: Supplier Reports/ Invoices Owner: To be agreed		

Supplier Name

Performance to Pay 	People - Resourcing 
Partnering 	People - Delivery 

KPI – People (Resourcing)		
Successful recruitment and placement of key resources/ provision of facilities meets the planned deliverables and contractual obligations; the supplier pro-actively manages their resource skills/ state of facilities by identifying issues early and in a timely fashion addressing any deficits.		
Measurement		
*Targets met for all resources/ facilities	*targets met for most (50%+) resources/ facilities through no fault of the Buyer;	*target missed for most resources/ facilities requested through no fault of the Buyer;
Source: Project Managers and Wider Buyer team's verification. Owner: To be agreed		

KPI – Partnering Behaviours and Added Value		
*Supplier promotes positive collaborative working relationships within and across team by acting in a transparent manner. Supplier shows commitment to Buyer goals through adding value over and above the provision of compensated skilled personnel/ facilities.		
Measurement		
<ul style="list-style-type: none"> *No behavioural problems identified. *Buyer workshops attended and positive contributions made. *Added Value recognised by the programme above provision of compensated skilled resource/ facilities 	<ul style="list-style-type: none"> *Some minor behavioural problems. *Supplier only attends some workshops or provides minor contributions. *Supplier adds some value above provision of compensated resource/ facilities but this is not regarded as significant. 	<ul style="list-style-type: none"> *Significant behavioural problems *Supplier contributions are rare or insignificant and shows little interest in working with other suppliers *No added value contributions recognised by Programme.
Source: Collective feedback on suppliers from both Buyer and other supplier staff. Owner: To be agreed		

KPI – People in Place (Delivery)		
All Supplier resources delivering services for the contracts are performing to the expected standard for the skill-set supplied and/or all facilities are to the expected standard.		
Measurement		
<ul style="list-style-type: none"> *No resources are swapped out due to deficiency in skill-set and/or no change of facilities is required. *No problems identified with quality of work/ state of facility *Supplier is making positive team contributions. *Supplier skills/ facilities meet the standards expected. 	<ul style="list-style-type: none"> *Minor issues noted with quality of work/ standard of facilities *Few contributions made within team. 	<ul style="list-style-type: none"> *Resource is swapped out from project due to deficiency in skill-set/ change of facility is required *Persistent issues with quality of work/ facilities noted (maybe minor ones which have persisted from one month to another) *Significant issue with quality of work/ facility noted in a month.
Source: Project Manager and Wider Buyer team Owner: To be agreed		

The purpose of the Balanced Scorecard is to promote contract management activity, through measurement of a Supplier's performance against Key Performance Indicators, which the Buyer and Supplier should agree at the beginning of a Call-Off Contract. The targets and measures listed in the example scorecard (above) are for guidance and should be changed to meet the agreed needs of the Buyer and Supplier.

The recommended process for using the Balanced Scorecard is as follows:

1. The Buyer and Supplier agree a templated Balanced Scorecard together with a performance management plan, which clearly outlines the responsibilities and actions that will be taken if agreed performance levels are not achieved.
2. On a pre-agreed schedule (e.g. monthly), both the Buyer and the Supplier provide a rating on the Supplier's performance
3. Following the initial rating, both Parties meet to review the scores and agree an overall final score for each Key Performance Indicator

4. Following agreement of final scores, the process is repeated as per the agreed schedule

CCS encourages Buyers to share final scores with CCS, so that performance of the Framework Agreement can be monitored. This may be done by emailing scores to:

[REDACTED]

Schedule 9 - Processing, Personal Data and Data Subjects

Subject matter of the processing:

The Supplier and the Supplier's Subcontractor will process Buyer sensitive data for Her Majesty's Prison and Probation Service, the Parole Board, and the Prison and Probation Ombudsman, throughout this Call-Off Contract.

Duration of the processing:

The Buyer is determining exactly how long data will be required to be processed for. It is anticipated that this processing will start within 30 days of the Call-Off Contract Start Date and continue until the Call-Off Contract End Date.

The use of data by the Buyer (the Authority) will be used as required by Her Majesty's Prison and Probation Service, the Parole Board, and the Prison and Probation Ombudsman throughout this Call-Off Contract. This will start from the Call-Off Contract Start Date to the Call-Off Contract End Date. If this Call-Off Contract is terminated before the Call-Off Contract End Date, the final date of the processing of data will cease on the amended Call-Off Contract End Date.

Nature and purposes of the processing:

The purpose of this processing is to build the data into the new Public Protection and Safe Establishments system for the Ministry of Justice, to build out the prototypes of the following four products:

- Manage a parole review
- Manage a recall
- Management of restricted patients under the Mental Health Act 1983
- Investigate a death in custody (for any reason) and complaints made by prisoners

Type of Personal Data:

- forename;
- middle name(s);
- surname;
- preferred pronouns;
- previous names;
- age;
- date of birth;
- gender identity;
- nationality;
- citizenship;
- status for right to remain in the United Kingdom;
- status for right to work in the United Kingdom;
- religion or belief;
- current and previous occupations;
- name and location of registered home address;
- name and location of current address;
- names and locations of current and previous places of employments;
- work email addresses;
- personal email addresses;
- work telephone numbers;
- personal telephone numbers;
- job title;
- PNC number
- names and locations of current and/or previous prison/ institution addresses where custodial sentences were served or are being served by service users (Offenders);

- custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date by service users (Offenders);
- name and location of prison/institution where the custodial sentence was or is being served by service users (Offenders).
- names and locations of current and/or previous probation centres addresses where probation orders were served or are being served by service users (Offenders who are currently on probation in the community);
- probation sentence terms, including the crime committed, probation sentence start date, probation sentence end date, and probation license conditions of service users (Offenders who are currently on probation in the community);
- custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date and custodial sentence end date for 'Restricted Patients' detained under the Mental Health Act (MHA) who are diverted from custody into hospital.
- Name and location of current and/or previous prisons/ institutions where the custodial sentence was or is being served by 'Restricted Patients' detained under the Mental Health Act (MHA) who are diverted from custody into hospital.
- Name and location of current and/or previous hospitals where 'Restricted Patients' detained under the Mental Health Act (MHA) who are diverted from custody into hospital are detained.
- names and locations of prison/ institution addresses where custodial sentences were served by Offenders who have made a complaint to the Prison Probation Ombudsman;
- custodial sentence terms, including the crime committed, number of sentences being served concurrently, custodial sentence start date, custodial sentence end date by Offenders who have made a complaint to the Prison Probation Ombudsman;
- names and locations of prison/ institution addresses where custodial sentences were served by Offenders who have made a complaint to the Prison Probation Ombudsman;
- custodial sentence terms, including the crime(s) committed, number of sentences that were being served concurrently, custodial sentence start date, custodial sentence end date of Offenders who have died in custody.
- name and location of prison/institution where the custodial sentence was being served by Offenders who have died in custody.
- Information and evidence provided by HMPPS staff to justify the reason for the emergency recall of offenders to prisons
- Information and evidence provided by HMPPS staff to justify anticipated risk of serious harm being committed by the service user (Offenders).

Categories of Data Subject:

- Offenders who are currently serving prison sentences within Her Majesty's Prisons;
- Offenders who are currently on probation in the community;
- Offenders who are of interest to the Mental Health Casework Section;
- Offenders who require hospital treatment and are detained in line with the Mental Health Act (Restricted Patients);
- Offenders who are parole-eligible and are to be assessed, and are in the process of being assessed, by the Parole Board.
- HMPPS Prison Officers
- HMPPS Probation Officers
- Public Protection Casework section employees
- Mental Health Casework Section employees
- Parole Board employees
- Prison and Probation Ombudsman employees

Plan for return or destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data:

Once the processing of this Data is completed on the Call-Off Contract End Date, the Supplier and the Supplier's Subcontractor shall destroy all Buyer data utilised or held by the Supplier or by any of the Supplier's subcontractors or partners in delivering these services under this Call-Off Contract within 5 working days after the Call-Off Contract End Date. Upon destroying the Buyer's data within this 5 working day period, the Supplier will provide the Buyer with a data destruction certificate relating to personal data destroyed by the Supplier within the time period agreed.

If this Call-Off Contract is extended beyond the Exit Date, the final date for Processing Data will be agreed between the Buyer and the Supplier during the Call-Off Contract Extension period. Upon the confirming the final date for Processing Data during any Call-Off Contract extension period, the Supplier and the Supplier's Subcontractor shall destroy all Buyer data utilised or held by the Supplier or by any of the Supplier's subcontractors or partners in delivering these services under this Call-Off Contract within 5 working days after the final date for Processing Data. Upon destroying the Buyer's data within this 5 working day period, the Supplier will provide the Buyer with a data destruction certificate relating to personal data destroyed by the Supplier within the time period agreed.