

G-Cloud 14 Call-Off Contract

This Call-Off Contract for the G-Cloud 14 Framework Agreement (RM1557.14) includes:

## G-Cloud 14 Call-Off Contract

[Part A: Order Form 2](#_Toc126651)

[Part B: Terms and conditions 12](#_Toc126652)

[Schedule 1: Services 33](#_Toc126653)

[Schedule 2: Call-Off Contract charges 34](#_Toc126654)

Schedule 3: Collaboration agreement 35

Schedule 4: Alternative clause 48

Schedule 5: Guarantee 52

Schedule 6: Glossary and interpretations 60

Schedule 7: UK GDPR Information 76

Annex 1: Processing Personal Data 76

Annex 2: Joint Controller Agreement 80

Schedule 8: Corporate Resolution Planning 88

Schedule 9 : Variation Form 110

# Part A: Order Form

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

|  |  |
| --- | --- |
| **Platform service ID number** | 187718692808500 |
| **Call-Off Contract reference** | TIS0784 |
| **Call-Off Contract title** | ISCIS Support |
| **Call-Off Contract description** | Provision of **ISCIS Support:**  as a Managed Service to The Insolvency  Service |
| **Start date** | 1st April 2025. |
| **Expiry date** | 31st March 2028. |
| **Call-Off Contract value** | £646,800 Year 1, with a provisional value of £412,160 each for Years 2 and 3.  Total Provisional Contract Value: £1,471,120.      There will be Review points at months 12 and 24, at which The Insolvency Service and ITS will review required FTE allocation and revise commercial terms in accordance with requirements as they are understood at that time. Revised pricing will fall within the stated provisional TCV and permitted contractual financial modification levels. |
| **Charging method** | 30 Days from receipt of a valid invoice.  Via the submission of a valid electronic invoice which calls off from a valid purchase order and is in agreement with the payment provisions of the Call-Off Contract charges. |
| **Purchase order number** | To be confirmed by the Buyer post Contract signature. |

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

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

|  |  |
| --- | --- |
| **From the Buyer** | The Insolvency Service 3rd Floor Cannon House 18 Priory Queensway Birmingham B4 6FD. |
| **To the Supplier** | **Stuart Chivers**    **Phone:** 07929 714622    ITS COMPUTING LIMITED  205 Airport Road West  Belfast  Co. Antrim  BT3 9ED  N Ireland  Company number: NI036763    **Email:** **stuart.chivers@its-computing.co.uk**    [**www.its-computing.co.uk**](http://www.its-computing.co.uk/) |
| **Together the ‘Parties’** | |

### Principal contact details

**For the Buyer:**

Title: Commercial Business Partner

Name: Frank Joseph

Email: Frank.joseph@insolvency.gov.uk

Phone: 0300 304 6575

**For the Supplier:**

#### Title: Business Development Manager Name: Stuart Chivers

**Email: stuart.chivers@its-computing.co.uk**

**Phone:** 07929 714622

### Call-Off Contract term

|  |  |
| --- | --- |
| **Start date** | This Call-Off Contract Starts on 1st April 2025 and is valid for 36 months. |
| **Ending**  **(termination)** | The notice period for the Supplier needed for Ending the Call-Off Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a maximum of **90** days from the date of written notice for Ending without cause (as per clause 18.1).  The expectation is that service will be required for the entire three-year term, though the level of service may vary over that term in accordance with the review points stated. |
| **Extension period** | This Call-Off Contract can be extended by the Buyer for **one** period of up to 12 months, by giving the Supplier **12 weeks** written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.  Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. |

### Buyer contractual details

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

|  |  |
| --- | --- |
| **G-Cloud Lot** | This Call-Off Contract is for the provision of Services Under:    ● Lot 3: Cloud support |
| **G-Cloud Services required** | The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:  **Provision of** **ISCIS Support under Framework**  **Agreement (RM1557.14), Service ID: 187718692808500 - Case Management Services** |
| **Additional Services** | The Buyer may require additional services , within the scope of the Supplier’s G-Cloud Service offering, service ID  187718692808500. Any Additional Services shall be subject to agreement between the Parties via the Variation Process (Clause 32). |
| **Location** | The Services will be delivered to the Buyer, whose address is set out below:  The Insolvency Service,  3rd Floor, Cannon House,  18 Priory Queensway,  Birmingham B4 6FD.  Services are anticipated to be delivered remotely, however at all times from a UK location. Should the Supplier wish to provide the Services (in whole or part) via offshore provision, this is at the sole discretion of the Buyer and prior permission must be sought. |
| **Quality Standards** | The quality standards required for this Call-Off Contract are |
|  | as described in Suppliers G-Cloud Service Description, unless otherwise modified by the detailed service description in Schedule 1 – Services. |
| **Technical Standards:** | The technical standards used as a requirement for this Call-  Off Contract are as described in Suppliers G-Cloud Service Description, unless otherwise modified by the detailed service description in Schedule 1 – Services. |
| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are as set out in Schedule 1 - Services |
| **Onboarding** | **Not applicable** |

|  |  |
| --- | --- |
| **Offboarding** | The offboarding plan for this Call-Off Contract will be agreed between the parties no later than 6 months before the end of the contract term. In accordance with Clause 21, the plan shall contain, but is not limited to:  Most recent Exit Plan  Supplier Exit Manager contact information  Details of Assets and ownership  Any Exit Charges in accordance with allowable charges |
| **Collaboration agreement** | Whilst no formal collaboration agreement is in place, the Supplier is expected to work collaboratively with the Agency’s SIAM provider at all times. |
| **Limit on Parties’ liability** | Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed 125% of the Charges including the provisional value for years 2 and 3)  The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed 125% of the Charges payable by the Buyer to the Supplier (including the provisional value for years 2 and 3) during the Call-Off Contract Term.  The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier (including the provisional value for years 2 and 3) during the Call-Off Contract Term. |
| **Buyer’s responsibilities** | The Buyer is responsible for the maintenance of the hosting environment and providing ITS’ access to it. |
| **Buyer’s equipment** | The Buyer’s equipment to be used with this Call-Off Contract includes the buyer’s environments and corresponding licensing as the service is hosted by the buyer.  The Insolvency Service will provide all necessary equipment and licensing for all environments, including the Development, SIT1, Pre-Production and Production environments, as required for ITS to carry out the managed service as defined in the INSGB Proposal\_2025.docx. |

### Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners** | **N/A**. |

### Call-Off Contract charges and payment

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

|  |  |
| --- | --- |
| **Payment method** | The payment method for this Call-Off Contract is BACS following submission of a valid invoice. |
| **Payment profile** | The payment profile for this Call-Off Contract ismonthlyin arrears. |
| **Invoice details** | The Supplier will issue electronic invoices monthlyin arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |
| **Who and where to send invoices to** | Invoices for payment only shall be sent to:  payments@insolvency.gov.uk    Note that for invoice queries only, you should contact the following: Transactional.Queries@insolvency.gov.uk |

|  |  |
| --- | --- |
| **Invoice information required** | **The Insolvency Service has a No PO (Purchase Order) No PAY (Payment) policy. Details on this can be found at:** [**https://www.gov.uk/government/publications/finance-globaldesign-principles**](https://gbr01.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.gov.uk%2Fgovernment%2Forganisations%2Finsolvency-service%2Fabout%2Fprocurement%23prompt-payment-to-suppliers&data=05%7C01%7CFrank.Joseph%40insolvency.gov.uk%7C3731b723b73c40ebf04c08db786e67fd%7C9a18d34af01e4c31ad16523150b47949%7C0%7C0%7C638236187799686228%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C3000%7C%7C%7C&sdata=5J0ub8GA3CgzrRexvT%2FOGFxAthiK37ZP%2FZrVFWmea3U%3D&reserved=0)  **All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:**   1. **Valid Insolvency Service Purchase Order Number;** 2. **Insolvency Service Contract Reference Number;** 3. **Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.**   **The Insolvency Service may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.**    **Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.** |
| **Invoice frequency** | Invoice will be sent to the Buyer monthly. |
| **Call-Off Contract value** | £646,800 Year 1, with a provisional value of £412,160 each for Years 2 and 3.  Total Provisional Contract Value: £1,471,120.    There will be Review points at months 12 and 24, at which The Insolvency Service and ITS will review required FTE allocation and revise commercial terms in accordance with requirements as they are understood at that time. Revised pricing will fall within the stated provisional TCV and permitted contractual financial modification levels. |
| **Call-Off Contract charges** | The breakdown of the Charges is    Year 1 – 3.5FTE at £825 per day x 224 days = £646,800     |  |  | | --- | --- | | Years 2 and 3 Provisional charge – 2FTE at £920 per day x 224 days | | | = £412,160 per year |  |     Refer to Supplier proposal document at Schedule 1    Price Point reviews to be included in line with CPI at months 12, 24 and at the point of any extension. |

### Additional Buyer terms

|  |  |
| --- | --- |
| **Performance of the** **Service** | This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:   * No onboarding plan is required * Exit and offboarding plan for this Call-Off Contract will be agreed between the parties no later than 6 months before the end of the contract term. No charge will be applicable for this work.     All services and deliverables must be performed in accordance with the Supplier’s G-Cloud service offering and all parts of this Call-Off Contract including any appendices contained within this document. |
| **Guarantee** | Not applicable |
| **Warranties, representations** | Not applicable beyond the incorporated Framework Agreement clause 2.3. |
| **Supplemental requirements in addition to the Call-Off** **terms** | **Confirmation of Years 2 and 3 requirements and application of Clause 32**  Both Parties confirm that there will be Review points at months 12 and 24, at which The Insolvency Service and ITS will review required FTE allocation and revise commercial terms in accordance with requirements as they are understood at that time. Revised pricing will fall within the stated provisional TCV and permitted contractual financial modification levels.    **Security Clearance**  The Supplier personnel have the appropriate security clearance that is maintained throughout the performance of this Call-Off Contract, as reasonably requested by the Buyer at any time, including as a minimum the requirements of the Baseline Personnel Security Standard (BPSS) or an agreed equivalent and ensure a BPSS is |

|  |  |
| --- | --- |
|  | undertaken for all Supplier Personnel in accordance with HMG Baseline Personnel Security Standard.  The Supplier shall ensure that a successful Security Check (SC) is in place for all Supplier personnel who have access to significant amounts of Buyer data before any work is undertaken.  The Supplier shall ensure there is sufficient time to complete any security vetting process.    **Financial Viability**  On an annual basis, the Supplier shall complete the Financial Viability Risk Assessment self-assessment tool, as provided by the Buyer, and return the completed assessment to the Authority on the anniversary of the Contract Start Date    **G-Cloud 14 Framework and Call-Off Terms and Conditions**  The Supplier agrees, without caveats or limitations, that the Digital Marketplace G-Cloud 14 Framework Agreement and Call-Off Terms and Conditions will govern the provision of this Call-Off Contract and will take precedence over any standard Supplier terms and conditions.    **Offshoring**  Within the scope of this Call-Off Contract, the Supplier will deliver all Services from within the United Kingdom. The Supplier will not offshore any part of this Contract, the Contract Services or Contract deliverables, without the prior written knowledge and approval of the Buyer. Any such request will be made via the Change process. |
| **Alternative clauses** | Not applicable |
| **Buyer specific**  **amendments**  **to/refinements of the Call-Off Contract terms** | Not applicable |
| **Personal Data and** **Data Subjects** | Annex 1 of Schedule 7 is being used |

|  |  |
| --- | --- |
| **Intellectual Property** | The Buyer shall retain ownership of any and all IPR associated with the documentation produced in the completion of this work. |
| **Social Value** | Whilst no formal Social Value SLAs or KPIs are included in this agreement, the Buyer is taking account of the Social Value commitments per the Supplier’s GCloud 14 statements as set out below, and reserves the right to request reporting against these statements annually.    Social Value    Fighting climate change  Equal opportunity  Wellbeing  Fighting climate change    ITS currently has ISO 14001:2015 accreditation and have had so since 2004. As part of achieving this accreditation on a recurring basis, ITS have a living Environment Policy which outlines the environmental and sustainable efficiencies in place and audited within the organisation. These are extensive in nature, but include; 1.  Carbon Reduction Plan, 2. Property Rationalisation - The impact of Covid-19 has accelerated the change in working practices with increased remote working. Accordingly, we have reviewed our property footprint and plan to reduce our property square footage in 2024 to recognise our remote working policy and reduce our overarching carbon footprint and energy consumption.   1. Waste Management - At ITS, we are committed to reducing waste to landfill, by refusing, reusing and recycling wherever possible. As an office-based business, our waste is minimal and where it cannot be recycled, it is sent to a waste-to-energy facility. We have reduced single-use plastic from our offices, by providing reusable alternatives to single-use coffee and water cups. 2. Colleague Engagement - A network of Eco Champions drawn from across the business is in place with the objective of raising awareness of environmental issues, encouraging environmentally responsible behaviour and running employee led environmental projects. 3. Environmental Monitoring - The Environmental Oversight   Committee is responsible for overseeing the recording of electricity and gas usage.   1. Environmental Legislation - The Environmental Oversight Committee is responsible for the successful establishment and maintenance of the Register of Environmental Legislation. Relevant Environmental Legislation, governing the environmental aspects of the activities, products and services of the company is documented in the register. |

|  |  |
| --- | --- |
|  | 7. Identification of new environment aspects - The Environmental Oversight Committee has overall responsibility for the maintenance of the Register of environmental aspects.  Equal opportunity    As a business, we are committed to being diverse and inclusive. We focus on understanding, appreciating, and valuing 'difference', both visible and invisible, and recognise the positive impact a diverse workforce can have on our business and our clients and customers. At ITS, we strive to offer a working environment that provides equality and acceptance for all, regardless of age, gender, gender identity, race, national or ethnic origin, religion or belief, language, political beliefs, sexual orientation, and physical ability.  The differences our employees bring enrich and enhance our culture, creating one that is open, inclusive, and reflective of the diverse society in which we all live and work. This then enables our people to leverage:   * Diverse thinking * Skills * Leadership experience * Working styles.   Through our commitment to diversity and inclusion, you will benefit from engaging with a wide range of people at ITS, all with differing backgrounds, skills, and experience. You can be confident that our employees have been selected based on their relevant experience and what they can bring to the relationship.  Our diverse workforce and inclusive business environment are underpinned by our global guiding principles, robust policies, clear goals, and appropriate training. We ensure diversity and inclusion is embedded throughout the organisation from the establishment of our Diversity and Inclusion (D&I) team.  The Board and Executive Team have endorsed a Diversity and Inclusion Policy and a Strategic Plan which holds clear statements of our values, standards, and the actions we are taking.  Wellbeing    Through the ITS People and Culture forum, great focus is placed on employee health and wellbeing. The forum covers the following area, each run by a dedicated sub group:- DISABILITY AND MENTAL HEALTH;  The Disability and Mental Health team are very passionate about supporting all our colleagues and ensuring great mental health. Each member of the team is a qualified mental health first aider and available for one-to-one support.  PHYSICAL HEALTH;  At ITS we know that physical and mental health are equally as important. Our Physical Health champions are always looking for opportunities to bring awareness and arrange activities for  colleagues. The aim of the activities are to achieve physical health in |
|  | a no pressure, supportive environment and on some occasions a little competitiveness!  DIVERSITY AND INCLUSION (D&I);  The Diversity & Inclusion team champions gender, culture, equality, diversity & inclusion across ITS. The champions embed this within our culture; This is reflected in how we operate and the decisions we make. As advocates of our diversity and inclusion strategy we provide leadership support and raise awareness of the value Diversity & Inclusion brings.  CHARITY;  At ITS we have annually nominated Charity of the year, as suggested & voted for by our colleagues. Our Charity champions facilitate and arrange activities, which are not only fun, but help raise money for our colleagues chosen good cause.  ENVIRONMENT;  Our Environment champions are passionate and key to helping us as a society, reduce our negative impact on the environment, but also as a business to meet our company target of reducing carbon and achieving net zero target.  SOCIAL;  Our Social Champions are key to ensuring a successful work life balance and, as well as promoting colleague relations inside and outside of the workplace, through a fun packed calendar of social events. |
| **Performance Indicators** | Data supplied by the Supplier in relation to Performance Indicators is deemed the Intellectual Property of the Buyer and may be published by the Buyer. |

#### 1. Formation of contract

1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.

1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.

1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

#### 2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.14.

|  |  |  |
| --- | --- | --- |
| **Signed** | Supplier | Buyer |
| **Name** | **Suthen Siva** | **Andrea Birch** |
| **Title** | **Managing Director** | **Head of Commercial** |
| **Signature** |  |  |
| **Date** |  |  |

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

### Buyer Benefits

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

[G-Cloud 14 Buyer Benefit Record](https://crowncommercial.qualtrics.com/jfe/form/SV_9YO5ox0tT0ofQ0u)

# Part B: Terms and conditions

### 1. Call-Off Contract Start date and length

1.1 The Supplier must start providing the Services on the date specified in the Order Form.

1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.

1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months.

### 2. Incorporation of terms

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

* 2.3 (Warranties and representations)
* 4.1 to 4.6 (Liability)
* 4.10 to 4.11 (IR35)
* 5.4 to 5.6 (Change of control)
* 5.7 (Fraud)
* 5.8 (Notice of fraud)
* 7 (Transparency and Audit)
* 8.3 to 8.6 (Order of precedence)
* 11 (Relationship)
* 14 (Entire agreement)
* 15 (Law and jurisdiction)
* 16 (Legislative change)
* 17 (Bribery and corruption)
* 18 (Freedom of Information Act)
* 19 (Promoting tax compliance)
* 20 (Official Secrets Act)
* 21 (Transfer and subcontracting)
* 23 (Complaints handling and resolution)
* 24 (Conflicts of interest and ethical walls)
* 25 (Publicity and branding)
* 26 (Equality and diversity)
* 28 (Data protection)
* 30 (Insurance)
* 31 (Severability)
* 32 and 33 (Managing disputes and Mediation)
* 34 (Confidentiality)
* 35 (Waiver and cumulative remedies)
* 36 (Corporate Social Responsibility)
* paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

* + 1. a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’
    2. a reference to ‘CCS’ or to ‘CCS and/or the Buyer’ will be a reference to ‘the Buyer’
    3. a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
  1. The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
  2. The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.
  3. When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

### 5. Due diligence

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

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

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

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

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

### 6. Business continuity and disaster recovery

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

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

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

### 7. Payment, VAT and Call-Off Contract charges

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

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

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

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

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

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

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

7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the

Supplier's failure to account for or to pay any VAT on payments made to the Supplier

under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer’s failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of

any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

7.11 If there’s an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any nonpayment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.

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

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

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

### 9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

### 10. Confidentiality

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

### 11. Intellectual Property Rights

11.1 Save for the licences expressly granted pursuant to Clauses 11.3 and 11.4, neither Party shall acquire any right, title or interest in or to the Intellectual Property Rights

(“IPR”s) (whether pre-existing or created during the Call-Off Contract Term) of the other Party or its licensors unless stated otherwise in the Order Form.

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

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

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

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

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

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

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

1. alleging that any use of the Services by or on behalf of the Buyer and/or Buyer Users is in breach of applicable Law;
2. alleging that the Buyer Data violates, infringes or misappropriate any rights of a third party;
3. arising from the Supplier’s use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

* + 1. rights granted to the Buyer under this Call-Off Contract
    2. Supplier’s performance of the Services
    3. use by the Buyer of the Services

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

* + 1. modify the relevant part of the Services without reducing its functionality or performance
    2. substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
    3. buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

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

* + 1. the use of data supplied by the Buyer which the Supplier isn’t required to verify under this Call-Off Contract
    2. other material provided by the Buyer necessary for the Services

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

### 12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

### 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

[https://www.gov.uk/government/publications/security-policy-framework a](https://www.gov.uk/government/publications/security-policy-framework)nd the Government Security - Classification policy:

https:/www.gov.uk/government/publications/government-security-classifications

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management[: https://www.npsa.gov.uk/content/adopt-risk-managementapproach a](https://www.cpni.gov.uk/content/adopt-risk-management-approach)nd Protection of Sensitive Information and Assets:

<https://www.npsa.gov.uk/sensitive-information-assets>

13.6.3 the National Cyber Security Centre’s (NCSC) information risk management guidance: <https://www.ncsc.gov.uk/collection/risk-management-collection>

13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint: [https://www.gov.uk/government/publications/technologycodeof-practice/technology -code-of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

13.6.5 the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

### 14. Standards and quality

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

14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:

[https://www.gov.uk/government/publications/technologycode-of-practice/technology code-of-practice](https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice)

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

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

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

### 15. Open source

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

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

### 16. Security

16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer’s written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer’s security policy and protect all aspects and processes associated with the delivery of the Services.

16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

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

16.4 Responsibility for costs will be at the:

16.4.1 Supplier’s expense if the Malicious Software originates from the Supplier software or the Service Data while the Service Data was under the control of the Supplier, unless the Supplier can demonstrate that it was already present, not quarantined or identified by the Buyer when provided

16.4.2 Buyer’s expense if the Malicious Software originates from the Buyer software or the

Service Data, while the Service Data was under the Buyer’s control

16.5 The Supplier will immediately notify the Buyer of any breach of security of Buyer’s Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer’s Confidential Information however it may be recorded.

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

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

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

### 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

### 18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

### 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

* + 1. return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
    2. return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
    3. stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
    4. destroy all copies of the Buyer Data when they receive the Buyer’s written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
    5. work with the Buyer on any ongoing work
    6. return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
  1. Each Party will return all of the other Party’s Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
  2. All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

### 20. Notices

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

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

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

### 21. Exit plan

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

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

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

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

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

21.6 The Supplier acknowledges that the Buyer’s right to take the Term beyond 36 months is subject to the Buyer’s own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier’s additional exit plan ensures that:

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

### 22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

### 23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this 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.

23.2 A Party will promptly (on becoming aware of the same) notify the other Party of a Force Majeure event or potential Force Majeure event which could affect its ability to perform its obligations under this Call-Off Contract.

23.3 Each Party will use all reasonable endeavours to continue to perform its obligations under the Call-Off Contract and to mitigate the effects of Force Majeure. If a Force Majeure event prevents a Party from performing its obligations under the Call-Off Contract for more than 30 consecutive Working Days, the other Party can End the CallOff Contract with immediate effect by notice in writing.

### 24. Liability

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

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

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

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

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

24.4 When calculating the Supplier’s liability under Clause 24.1 any items specified in Clause

24.2 will not be taken into consideration.

### 25. Premises

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

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

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

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

25.5 While on the Buyer’s premises, the Supplier will:

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

### 26. Equipment

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

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

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

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

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

### 28. Environmental requirements

28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.

28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

### 29. The Employment Regulations (TUPE)

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

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

29.2.1 the activities they perform

29.2.2 age

29.2.3 start date

29.2.4 place of work

29.2.5 notice period

29.2.6 redundancy payment entitlement

29.2.7 salary, benefits and pension entitlements

29.2.8 employment status

29.2.9 identity of employer

29.2.10 working arrangements

1. 2.11outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer.

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

### 30. Additional G-Cloud services

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

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

### 31. Collaboration

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

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

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

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

### 32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract using the template in

Schedule 9 if it isn’t a material change to the Framework Agreement or this Call-Off Contract. Once implemented, it is called a Variation.

32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request using the template in Schedule 9. This includes any changes in the Supplier’s supply chain.

32.3 If either Party can’t agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days’ notice to the Supplier.

### 33. Data Protection Legislation (GDPR)

33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clause 28 of the Framework Agreement is incorporated into this Call-Off Contract. For reference, the appropriate UK

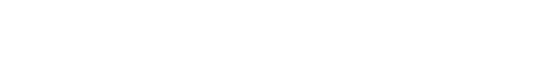
GDPR templates which are required to be completed in accordance with clause 28 are

reproduced in this Call-Off Contract document at Schedule 7.

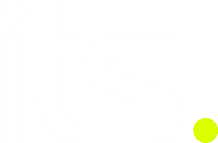
# Schedule 1: Services

Buyer’s requirements

Case Management Services Proposal



050



**The Insolvency Service**

**04**

**03**

**2025**

Case Management Services Proposal

**ITS Proposal to Insolvency GB for**



**1year Contract TIS0048**

## Version Control

This document will be subject to periodic review and reissued in its entirety as required. It will be subject to configuration management controls and may not be copied, used or disclosed to any third parties without the prior written consent of ITS Computing Limited (ITS), formerly Equiniti ICS Limited (EQ).

**Details**

|  |  |
| --- | --- |
| **Title** | **ITS Proposal to Insolvency GB for 1year extension to Contract TIS0048** |
| **Customer** | The Insolvency Service (INSS) |

**Version History**

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| **Date of Issue Version** | | **Issued By** | | **Sections Updated** | | **Comments** |
| **14.02.2025** | 1.0 |  | Stuart Chivers |  | All | Initial Draft for Review |
| **03.03.2025** | 2.0 |  | Stuart Chivers |  | Service Scope and Commercial Model | Updated following call with INSS |
|  |
|  |  |  | |  |  |  |

**Document Distribution and Approval**

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Name** | | | | **Role** | | | | | | | **Business Area RACI** | | |
|  | **Stuart Chivers** | | |  |  | Business Development | | | |  |  | ITS, Commercial | R |
|  | | | Manager |  | | |
|  | **Andy Hughes** | |  |  |  | Head of Solution Strategy | | | | |  | ITS, Commercial | R,C,I |
|  | |  | | | | |
|  | **Nicola Clint** |  | |  |  | |  | | --- | | Head of Support and | | | |  | |  | ITS, Operations | R,C,I |
|  | Maintenance | |  |
| **Frank Joseph** | | | |  | Commercial Business Par | | | | | | tner | Insolvency Service Commercial Team | R,C,I |

Case Management Services Proposal

## Contact Details

 Stuart Chivers

 Account Manager

205 Airport Road West

Belfast

BT3 9ED

 stuart.chivers@iTS-computing.co.uk

 +44 (0) 7929 714622

## Executive Summary

|  |  |  |
| --- | --- | --- |
| The contract between ITS Computing Limited (ITS, previously Equiniti ICS Limited) and The | | |
| Insolvency Service (INSS) for Case Management Services expires on 31/03/2025. The | |  |
| Insolvency Service have requested ITS provide costs for a further three-year contract, to be | | |
| procured using the G Cloud 14 framework. |  | |

|  |  |  |
| --- | --- | --- |
| The Insolvency Service have multiple Case Management solutions in use across their estate | | |
| and anticipate changes in usage patterns through the term of the next contract. The pace by | | |
| which this will happen remains unclear, so it is important that ITS is flexible in provisioning | |  |
| resource in accordance with the Service Offering. |  |

|  |  |  |
| --- | --- | --- |
| Having engaged with The Insolvency Service in order to understand the strategic direction, | |  |
| anticipated timeframes and practical challenges of this service transition, ITS propose |  |
| provisioning 3.5 FTE for the first year of the contract, falling to 2 FTE in the second and third. | | |

|  |  |  |
| --- | --- | --- |
| ITS believe a collaboration between the two parties, in which it engages with INSS staff and | | |
| attends INSS forums will ensure this flexible resource can be rapidly deployed in line with | |  |
| business needs. |  |

## Service Components

The proposed service is designed to be a proactive and agile in nature alongside a reactive service in response to incident and change.

The Proactive backbone of the service is 24x7 Application monitoring and an integrated, managed continuous improvement programme comprising of a Service Improvement forum to drive innovative and cost cutting change across the service, the underlying technology solution and the business processes implemented and managed within the technology stack. The agility is provided by the centring of the service of 3.5 x FTE ITS are putting in place to provide FTE across Support Analyst development resource in the main part, with associated service management, project management, solutions architects, Quality Assurance representative and Business Analysts. However, the agile nature of the service means that the FTE can be spread across these roles and resources in response to change driven by the continuous improvement output, or The Insolvency Service requirements for change. The Managed Service will be made up of the following service elements:

## System Monitoring

ITS will supply an application monitoring script on each Web server for Perito Case, Perito Time Recording and ISCIS Online. This Script will be configured with defined URL’s used to ascertain availability. These URLs are provided in a free text file and can easily be amended to check specific pages for availability if required.

Support and Maintenance Available Resource / FTE

|  |  |  |
| --- | --- | --- |
| During operational hours, ITS are proposing the provision of 3.5 x FTE’s to resource the | | |
| managed service. These FTE’s will be used to deliver all elements of the service, as | |  |
| outlined in the sections below. This encompasses: |  |

* Day to day service management
* Service reporting and communication
* Application Support and Maintenance
* Change Control
* Release and Deployment
* BCP and DR activities
* Pro-Active Application monitoring and response
* ITIL Process implementation and Continuous Improvement
* Service Improvement programming encapsulating Service, Process and Technology improvement streams.

|  |  |
| --- | --- |
| These resources will be made available from a pool of staff available from within ITS. The | |
| envisaged split of FTE across these resources, over the term would be: |  |

* Head of Support and maintenance – 0 FTE. ITS borne cost
* Service Manager – 0.75 FTE
* Support Developer Analyst – 2.25 FTE
* Project Manager, Quality Assurance/Testing, Solution Architect and Business Analyst – 0.5FTE

Note that this is the *envisaged* split, however the service is **flexible** in nature of the tasks and streams that may be delivered. For example, if support levels dictate that less Support Developer Analyst FTE is being utilized then there may be an increase in FTE utilisation across any other stated role types (including Microsoft Dynamics and Power Platform consultant / developer). This provides the Insolvency Service with an opportunity to enact significant change or increase support as required.

### **Additional Resource**

In the event that the level of change required from INSS exceeds the bandwidth available within the proposed 3.5 FTE’s, INSS may request to avail of additional FTE in order to provide change requested via the change management process outlined in this document or expand the scope of support required across relevant digital solution components. In this scenario, changes will be estimated by ITS in line with our standard change process. INSS will have ultimate sign off on commencement of change. The magnitude of change effort which would fall outside of the 3.5 FTE capacity will be clearly highlighted to INSS, the costing for extra FTE charged as per the Skills for the Information Age (SFIA) rate card published on ITS G-Cloud 14.

### Service Desk

The ITS Managed Service is designed to be a proactive as well as a reactive service. As such ITS will also be implementing a proactive event monitoring application tool set (see section below). Our goal is that we are aware of any issues before your users. However, in the event that incidents or defects are identified by the Insolvency Service or its staff, then the service desk is the main point of contact.

ITS operate a Service Desk that provides a single-point of contact for all service and support requests (e.g. Incident, Problem, Service Request and Change Request). The service desk operating hours are 8.00 – 18.00, Monday to Friday excluding public holidays.

|  |  |
| --- | --- |
| INSS will log all requests for INSS Support on Service Now with a direct integration to the | |
| ITS Service Desk. |  |

#### Incident Management

An incident is any interruption to the normal service and will be logged via the Service Desk for investigation, analysis and resolution. The incident may be identified by an INSS representative or any user of the service or its systems. On creation, incidents are prioritised against set criteria (Priority Definition) and input from the incident raiser, and categorised. The ITS Service Desk, if possible, will resolve the incident at the first level of support. If they are not able to resolve the incident, it is immediately routed to the relevant second level support team. If the incident is deemed to be a major incident it is flagged to the Service Management team. Once raised, an incident is continually assessed for priority changes and monitored against target resolution times.

#### Major Incidents

Once a major incident has been identified, the relevant teams work on its resolution immediately and a meeting is held with the appropriate management of the IT, business and, where appropriate, INSS teams. This meeting discusses the details of the incident, its impacts, required communications regarding the incident, and whether solutions exist to alleviate the impacts of the incident. The meeting may re-occur at regular intervals as required to ensure that the incident is being progressed to resolution as quickly as possible, against a target detailed in the Service Levels, and also to ensure that impacts are managed. Upon resolution of the major incident a report is generated and distributed to the appropriate management, including client representatives where appropriate.

This report includes:

* The business impact
* A categorised root cause - e.g. hardware fault, software error, human error
* A time line of events for the duration that the incident is open
* An agreed action plan, with action owners and due dates to ensure that steps are taken to ensure that the incident does not recur

#### Priority and Service Levels

**Priority Description**

**Level**

**Priority 1 Critical Business Disruption:**

***(Critical)*** a) total loss of all or part of the services or serious degradation in performance; or;

1. loss of functionality resulting in all users being unable to continue with normal business processing; or;
2. Deterioration in response times below agreed Service Levels affecting all users.
3. Security Incidents including Unauthorized data Egress

e.g. system not available or inability to create a case

**Priority 2 Major Business Disruption:**

***(High)*** a) critical component down, but workaround exists; or;

1. loss of functionality resulting in some users being unable to continue with normal business processing
2. Security Incidents including Database SQL injection

e.g. single program / component not accessible

**Priority 3 Medium Business Disruption**

***(Medium)*** a) component giving periodic problems but still useable; or;

b) loss of functionality for which a known workaround exists

e.g. Single business function experiencing some significant reduction in system performance or users unable to operate

**Priority 4 Minor Business Disruption:**

***(Low)*** a) component subject to minor fault causing nuisance; or;

1. functionality problems of a cosmetic nature; or;
2. request for advice or guidance; or;
3. Service Requests; or;
4. Requests for Change

e.g. resolution of user account issue

|  |  |  |  |
| --- | --- | --- | --- |
| **Priority Level** | **Time to Acknowledge** | **Time to Respond** | **Time to Fix/Restore** |
| **1 – Critical (P1)** | 30 minutes | 1 hour | 4 hours |
| **2 – High (P2)** | 1 hour | 4 hours | 8 hours |
| **3 – Medium (P3)** | 1 hour | 8 hours | 24 hours |
| **4 – Low (P4)** | 1 hour | 8 hours | 48 hours |

### Service Reporting

The ITS Service Manager will issue a Service Management Report within 10 working days of month end. As a minimum the report will include:

* Summary of incidents by priority and performance against service levels, for discussion.
* Overall service availability metrics including notice of planned outages and any unplanned outages.
* Major incidents that have occurred, their root cause analysis and resolution, and any lessons learned.
* Recurring or related issues or trends that may identify a problem that must be addressed.

#### Service Review Meetings

Meetings are convened monthly to review the service management report and agree any actions for the next service period(s). The attendees of this meeting are the INSS Service Manager or equivalent, ITS Service Manager, and any other parties as agreed, at a mutually agreed venue, and if appropriate by conference call. The format, timings and agenda of these meetings are subject to review and agreement by the participants.

A quarterly or less frequent meeting will take place involving the ITS Account Manager and senior business representatives from INSS. The ITS Account Manager is responsible for any commercial planning, and supporting the overall relationship with INSS.

### Change Management

The Service Desk will also be a point of reference for all Change to the Service. Details of all changes requested will be recorded and tracked via the Service Now, in line with an agreed Change Control process.

### Architectural Collaboration

Inclusive within the scope of the service, ITS will provide architectural level resource to attend and participate in identified INSS technical and strategic forums on an invite only basis. ITS therefore have an expectation that INSS will furnish ITS with appropriate invites to relevant forums, were upon ITS may contribute in respect of capability within its service offering. ITS would seek to bring its expertise to bare across all technologies it can provide support for within the confines of this service.

### Account and Contract Management

Inclusive within the scope of the service, ITS will provide a quarterly Account Management forum to engage with relevant senior stakeholders within INSS. This will be used to review service performance and understand future roadmap activities from both organisations with a view to aligning service and performance as required.

ITS would insist that Insolvency provide appropriate attendance to these forums on a quarterly basis.

## Service Scope

ITS designed and implemented the ISCIS system using its Perito Case product. We are the subject matter experts and have provided Support services for ISCIS, ISCIS Online, Kofax Total Agility, Perito Time Recording and Document Front End (DFE) since 2021.

|  |  |  |
| --- | --- | --- |
| The Insolvency Service have stated their intention to move away from this product set over | | |
| time, and this proposal envisages a corresponding reduction in demand. The service scope | | |
| – as described elsewhere in this document – is unaffected by the reduction in resource | |  |
| allocated to it. |  |

Service components, service levels and service reporting are all defined by and the Service Offering. INSS will log tickets via One Advanced and liaise with either the named Service Manager or Account Manager as appropriate.

The scope of the services available is defined by the Service Offering and set out on the Digital Marketplace.

### Environments

Provision and maintenance of SIT, Pre-prod, Production and any other required test, live or additional DR environments remains the responsibility of The Insolvency Service and their infrastructure partner.

## Commercial Model

In this proposal, it is assumed that use of the ISCIS product set will reduce over time and demand for ITS resource will reduce accordingly. If that does not happen as expected and more than 2 FTE is required in years 2 and 3, additional resource could be requested via contract variation.

|  |  |
| --- | --- |
| Note, these figures represent a significant discount on ITS’ published rates, reflecting the | |
| longstanding relationship between the organisations. They are subject to increases inline | |
| with CPI on each anniversary of signing. |  |

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Term** | **Description** | **Un** | | **it** | **Rat** | | **e (£)** | **Total (£)** | | | |
| Year 1 | Support and maintenance |  | 3.5 |  |  | 825 |  |  | £646,800 |  | |
| Year 2 | Support and maintenance |  | 2 |  |  | 920 |  |  | £412,160 |  | |
| Year 3 | Support and maintenance |  | 2 |  |  | 920 |  |  | £412,160 |  | |
|  |  |  | |  | | |  |  | **£1,471,120** | |  |

### Commercial Notes

* All prices are exclusive of VAT
* All prices are subject to annual CPI increases
* Invoices for One Off Services will be issued monthly for effort incurred in the previous month
* Invoices for recurring services will be added to existing invoicing schedule
* All prices quoted are valid for 30 days from the date of this proposal
* Services will commence on agreed commencement date following receipt of signed documentation and valid Purchase Order.

### After Hours / On Call

|  |  |  |  |
| --- | --- | --- | --- |
| ITS undertake patching and other maintenance activities out of hours to avoid disruption to | | | |
| Live service. The cost of delivering these services outside of normal hours necessitates | | |  |
| charging a supplement for this work. |  | |
| Any and all chargeable, out of hours work will be agreed with the INSS Service Governance | | | | |
| Manager (or other nominated party) prior to be undertaken. | |  | | |

ITS and INSS will maintain an audit trail of all out of hours requests and approvals through an agreed process, with consumption of any allocated budget to be monitored by both parties. Where there is the potential for an agreed budget to be exceeded, the supplier with notify the customer as soon as they become aware of the possibility.

A Change Request for After-Hours or On-Call Support must be logged with INSS Service Desk via the web portal (section 2.3), with at least 10 working days’ notice. The request should include the date(s), duration and details of the required services.

Once logged with INSS Service Desk and routed to the INSS ITS Support queue, the ITS Service Manager will progress the request as per the Change Control process (section 4):

### Out of hours Charges

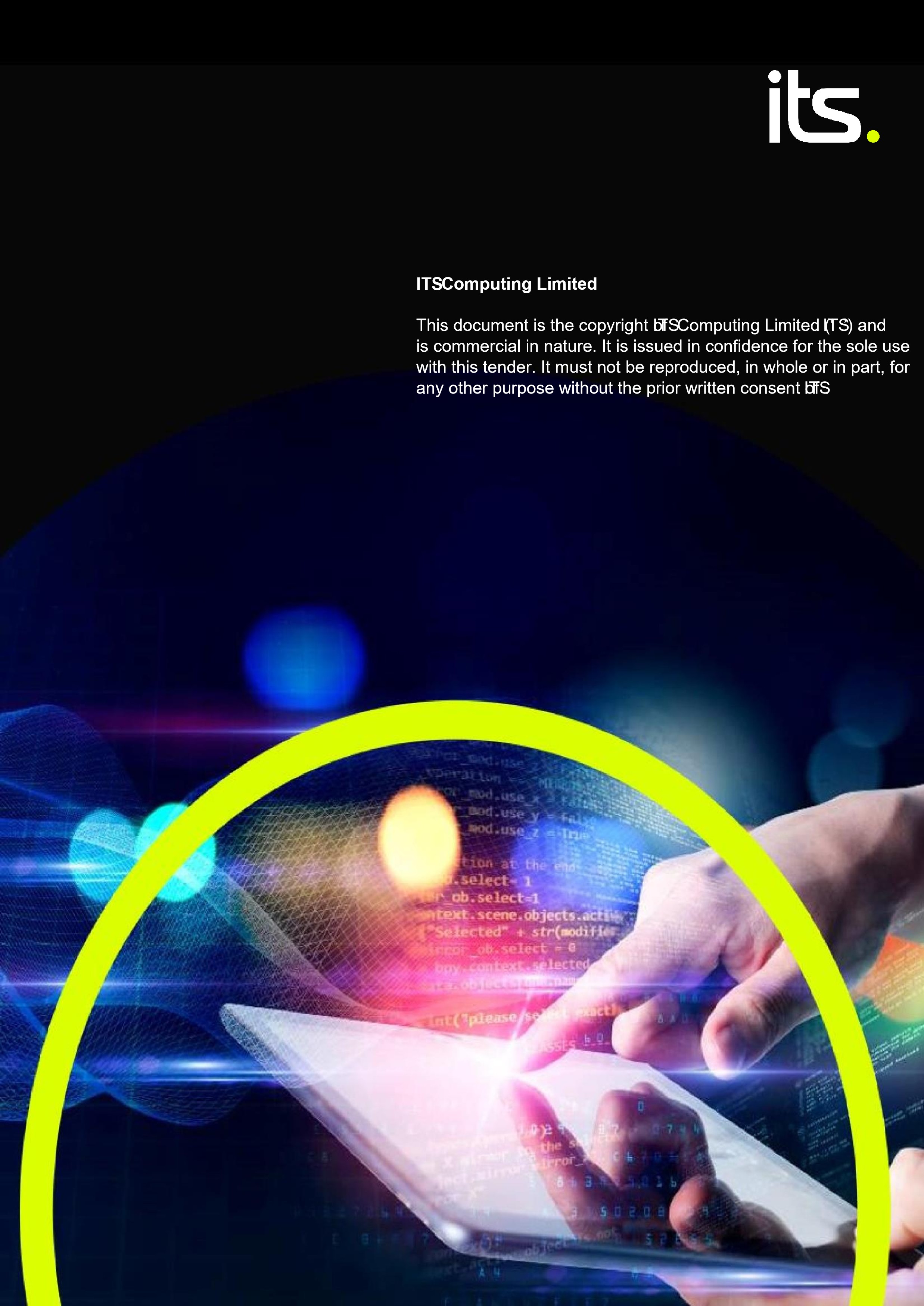
Out of hours rates are based on the prevailing day rate, as illustrated below. The multiplier is 1.5 for work undertaken during weekday evenings, and 2 for work carried out at weekends or on public holidays: Monday-Friday x 1.5

Saturday/Sunday/Bank Holidays x 2 Examples below:

|  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Solution Development & Implementation, core hours** | | | **Monday – Friday out of hours** | | | **Weekends / Bank Holidays** | | |
|  | 770 |  |  | 1,155 |  |  | 1,540 |  |
|  | | |  | | |  | | |
|  | | |  | | |  | | |

#### Location of services

Services to be delivered remotely.



Supplier Service Description



187718692808500-se rvice-definition-docum

# Schedule 2: Call-Off Contract charges

The detailed Charges breakdown for the provision of Services during the Term will include rates per the attached proposal – Option 1

|  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **Term** | **Description** | **Unit** | | |  | **Rat** | | **e (£)** | **Total (£)** | | | |
| Year 1 | Support as per schedule 1 |  | 3.5 FTE / 784 days | |  |  | 825 |  |  | £646,800 |  | |
|  | |  |  |
| Year 2 | Support as per schedule 1 |  | 2 FTE / 448 days |  |  |  | 920 |  |  | £412,160 |  | |
|  |  |  |
| Year 3 | Support as per schedule 1 |  | 2 FTE / 448 days |  |  |  | 920 |  |  | £412,160 |  | |
|  |  |  |
|  |  |  | | |  | | |  |  | **£1,471,120** | |  |

### Commercial Notes

* All prices are exclusive of VAT
* All prices are subject to annual CPI increases
* Invoices for One Off Services will be issued monthly for effort incurred in the previous month
* Invoices for recurring services will be added to existing invoicing schedule
* All prices quoted are valid for 30 days from the date of this proposal
* Services will commence on agreed commencement date following receipt of signed documentation and valid Purchase Order.

Schedule 3: Not Applicable

Schedule 4: Not Applicable

Schedule 5: Guarantee – Not applicable

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

|  |  |
| --- | --- |
| **Expression** | **Meaning** |
| **Additional Services** | Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request. |
| **Admission Agreement** | The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s). |
| **Application** | The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform). |
| **Audit** | An audit carried out under the incorporated Framework Agreement clauses. |
| **Background IPRs** | For each Party, IPRs:  ● owned by that Party before the date of this Call-Off Contract  (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or  For the Buyer, Crown Copyright which isn’t available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software. |
| **Buyer** | The contracting authority ordering services as set out in the Order Form. |
| **Buyer Data** | All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer. |
| **Buyer Personal Data** | The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract. |
| **Buyer Representative** | The representative appointed by the Buyer under this Call-Off Contract. |

**Buyer Software** Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.

|  |  |
| --- | --- |
| **Call-Off Contract** | This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement. |
| **Charges** | The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract. |
| **Collaboration Agreement** | An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer’s Services and to ensure that the Buyer receives endto-end services across its IT estate. |

**Commercially Sensitive** Information, which the Buyer has been notified about by the

**Information** Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.

**Confidential Information** Data, Personal Data and any information, which may include

|  |  |
| --- | --- |
|  | (but isn’t limited to) any:   * information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above * other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential'). |
| **Control** | ‘Control’ as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly. |
| **Controller** | Takes the meaning given in the UK GDPR. |
| **Crown** | The government of the United Kingdom (including the Northern  Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf. |
| **Data Loss Event** | Event that results, or may result, in unauthorised access to  Personal Data held by the Processor under this Call-Off  Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach. |
| **Data Protection Impact** **Assessment (DPIA)** | An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data. |
| **Data Protection** **Legislation (DPL)** | (i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy. |
| **Data Subject** | Takes the meaning given in the UK GDPR |

|  |  |
| --- | --- |
| **Default** | Default is any:   * breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term) * other default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract   Unless otherwise specified in the Framework Agreement the  Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer. |
| **DPA 2018** | Data Protection Act 2018. |
| **Employment Regulations** | The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) (‘TUPE’) . |
| **End** | Means to terminate; and Ended and Ending are construed accordingly. |
| **Environmental** | The Environmental Information Regulations 2004 together with |
| **Information Regulations** any guidance or codes of practice issued by the Information  **or EIR** Commissioner or relevant government department about the  regulations.  **Equipment** The Supplier’s hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.  **ESI Reference Number** The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.  **Employment Status** The HMRC Employment Status Indicator test tool. The most up-  **Indicator test tool or** to-date version must be used. At the time of drafting the tool  **ESI tool** may be found here:  [https://www.gov.uk/guidance/check-employment-status-fortax](https://www.gov.uk/guidance/check-employment-status-for-tax) **Expiry Date** The expiry date of this Call-Off Contract in the Order Form.  **Financial Metrics** The following financial and accounting measures:   * Dun and Bradstreet score of 50 * Operating Profit Margin of 2% * Net Worth of 0 * Quick Ratio of 0.7 | |

|  |  |
| --- | --- |
| **Force Majeure** | A force Majeure event means anything affecting either Party's performance of their obligations arising from any:   * acts, events or omissions beyond the reasonable control of the affected Party * riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare * acts of government, local government or Regulatory Bodies * fire, flood or disaster and any failure or shortage of power or fuel * industrial dispute affecting a third party for which a substitute third party isn’t reasonably available   The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier’s (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure   * the event was foreseeable by the Party seeking to rely on Force   Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans |
| **Former Supplier** | A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor). |
| **Framework Agreement** | The clauses of framework agreement RM1557.14 together with the Framework Schedules. |
| **Fraud** | Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this CallOff Contract or defrauding or attempting to defraud or conspiring to defraud the Crown. |
| **Freedom of Information** The Freedom of Information Act 2000 and any subordinate  **Act or FoIA** legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.  **G-Cloud Services** The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier  Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.  **UK GDPR** The retained EU law version of the General Data Protection  Regulation (Regulation (EU) 2016/679). | |

|  |  |  |  |
| --- | --- | --- | --- |
| **Good Industry Practice** Standards, practices, methods and process conforming to the | | | |
|  | | Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances. | |
| **Government**  **Procurement Card** | | The government’s preferred method of purchasing and payment for low value goods or services. | |
| **Guarantee** | | The guarantee described in Schedule 5. | |
| **Guidance** | | Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence. | |
| **Implementation Plan** | | The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding. | |
| **Indicative test** | | ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6. | |
| **Information** | | Has the meaning given under section 84 of the Freedom of Information Act 2000. | |
| **Information security management system** | | The information security management system and process developed by the Supplier in accordance with clause 16.1. | |
| **Inside IR35** | | Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool. | |
| **Insolvency event** | | Can be:   * a voluntary arrangement * a winding-up petition * the appointment of a receiver or administrator * an unresolved statutory demand * a Schedule A1 moratorium * a Supplier Trigger Event | |
| **Intellectual Property** **Rights or IPR** | | Intellectual Property Rights are:   1. copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information 2. 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   ● (c) all other rights having equivalent or similar effect in any country or jurisdiction | |
| **Intermediary** | For the purposes of the IR35 rules an intermediary can be:   * the supplier's own limited company * a service or a personal service company * a partnership   It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency). | |
| **IPR claim** | As set out in clause 11.5. | |
| **IR35** | IR35 is also known as ‘Intermediaries legislation’. It’s a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary. | |
| **IR35 assessment** | Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35. | |

|  |  |
| --- | --- |
| **Know-How** | All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier’s or Buyer’s possession before the Start date. |
| **Law** | Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply. |
| **Loss** | All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly. |
| **Lot** | Any of the 3 Lots specified in the ITT and Lots will be construed accordingly. |
| **Malicious Software** | Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence. |
| **Management Charge** | The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract. |
| **Management Information** | The management information specified in Framework Agreement Schedule 6. |
| **Material Breach** | Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract. |
| **Ministry of Justice Code** | The Ministry of Justice’s Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000. |

**New Fair Deal**

The revised Fair Deal position in the HM Treasury guidance:

“Fair Deal for staff pensions: staff

transfer from central

government” issued in October 2013 as amended.

**Order**

An order for G

-

Cloud Services placed by a contracting body

with the Supplier in accordance with the ordering processes.

**Order Form**

The order form set out in Part A of the

Call

-

Off Contract to be

used by a Buyer to order G

-

Cloud Services.

**Ordered G**

**-**

**Cloud**

**Services**

G

-

Cloud Services which are the subject of an order by the

Buyer.

**Outside IR35**

Contractual engagements which would be determined to not

be within the scope of

the IR35 intermediaries legislation if

assessed using the ESI tool.

**Party**

The Buyer or the Supplier and ‘Parties’ will be interpreted

accordingly.

|  |  |
| --- | --- |
| **Performance Indicators** | The performance information required by the Buyer from the Supplier set out in the Order Form. |
| **Personal Data** | Takes the meaning given in the UK GDPR. |
| **Personal Data Breach** | Takes the meaning given in the UK GDPR. |
| **Platform** | The government marketplace where Services are available for Buyers to buy. |
| **Processing** | Takes the meaning given in the UK GDPR. |
| **Processor** | Takes the meaning given in the UK GDPR. |
| **Prohibited act** | To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:   * induce that person to perform improperly a relevant function or activity * reward that person for improper performance of a relevant function or activity * commit any offence: * under the Bribery Act 2010 * under legislation creating offences concerning Fraud o at common Law concerning Fraud o committing or attempting or conspiring to commit Fraud |

**Project Specific IPRs** Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs.

**Property** Assets and property including technical infrastructure, IPRs and equipment.

|  |  |  |  |
| --- | --- | --- | --- |
| **Protective Measures** Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.  **PSN or Public Services** The Public Services Network (PSN) is the government’s high | | | |
| **Network** | | performance network which helps public sector organisations work together, reduce duplication and share resources. | |
| **Regulatory body or bodies** | | Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract. | |
| **Relevant person** | | Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body. | |
| **Relevant Transfer** | | A transfer of employment to which the employment regulations applies. | |
| **Replacement Services** | | Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in  substitution for any of the services after the expiry or Ending or partial Ending of the Call-  Off Contract, whether those services are provided by the Buyer or a third party. | |
| **Replacement supplier** | | Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer). | |
| **Security management plan** | | The Supplier's security management plan developed by the Supplier in accordance with clause 16.1. | |
| **Services** | | The services ordered by the Buyer as set out in the Order Form. | |
| **Service Data** | | Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data. | |
| **Service definition(s)** | | The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn’t limited to, those items listed in Clause 2 (Services) of the Framework Agreement. | |
| **Service description** | | The description of the Supplier service offering as published on the Platform. | |
| **Service Personal Data** | | The Personal Data supplied by a Buyer to the Supplier in the course of the use of the G-Cloud Services for purposes of or in connection with this Call-Off Contract. | |
| **Spend controls** | | The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see [https://www.gov.uk/service-manual/agile-](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) | |
|  | [delivery/spend-controlsche ck-if-you-need-approval-to-spendmoney-on-a-service](https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service) | |
| **Start date** | The Start date of this Call-Off Contract as set out in the Order Form. | |
| **Subcontract** | Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof. | |
| **Subcontractor** | Any third party engaged by the Supplier under a subcontract  (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services. | |
| **Subprocessor** | Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract. | |
| **Supplier** | The person, firm or company identified in the Order Form. | |

**Supplier Representative** The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

|  |  |
| --- | --- |
| **Supplier staff** | All persons employed by the Supplier together with the Supplier’s servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract. |
| **Supplier Terms** | The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier’s Application. |
| **Term** | The term of this Call-Off Contract as set out in the Order Form. |
| **Trigger Event** | The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days. |
| **Variation** | This has the meaning given to it in clause 32 (Variation process). |
| **Variation Impact Assessment** | An assessment of the impact of a variation request by the Buyer completed in good faith, including:  a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract; |
|  | 1. details of the cost of implementing the proposed variation; 2. details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; 3. a timetable for the implementation, together with any proposals for the testing of the variation; and such other information as the Buyer may reasonably request in (or in response to) the variation request; |
| **Working Days** | Any day other than a Saturday, Sunday or public holiday in England and Wales. |
| **Year** | A contract year. |

## Intentionally Blank

### Schedule 7: UK GDPR Information

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

Annex 1 - Processing Personal Data

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

1.1 The contact details of the Buyer’s Data Protection Officer are:

(a) For Insolvency Service, the Department for Business and Trade is the data controller. The contact details of their Data Protection Officer are: Benedict Collins

1 Victoria Street

London

SW1H 0ET

#### Benedict.Collins@trade.gov.uk

(b)Official Receivers when carrying out their duties as officers of the court and the

Adjudicator are data controllers in their own right. The contact details of their Data Protection Officer are:

Kate Faulkner-Elliott

The Insolvency Service

3rd Floor Cannon House

18 The Priory Queensway

Birmingham

B4 6FD

FOI@insolvency.gov.uk

1.1 The contact details of the Supplier’s Data Protection Officer are: **Mig O’Hagan, mig.ohagan@its-computing.co.uk**

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

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

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller and Processor for each Category of Personal Data | **The Buyer is Controller and the Supplier is Processor**  The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor.    The supplier may be exposed to Personal Data when maintaining the systems and code during the contract term. |
| Duration of the Processing | For the duration of the contract term |
| Nature and purposes of the  Processing | The supplier may be exposed to Personal Data when supporting and updating the systems and code during the contract term. |
| Type of Personal Data | Name, address, date of birth, NI number, telephone number, pay data held within the ISCIS system |
| Categories of Data Subject | Service users of the ISCIS system |
| International transfers and legal gateway | Not applicable – service an data all onshore UK |
| Plan for return and destruction of the data once the Processing is  complete | Access to the data will be via secure connect on a read only basis, data will not be copied or moved. At the end of the exercise Supplier connection privileges will be removed. |

### Schedule 8 (Corporate Resolution Planning)

#### 1. Definitions

1.1 In this Schedule, the following words shall have the following meanings and they shall supplement Schedule 6 (Glossary and interpretations):

|  |  |
| --- | --- |
| **"Accounting Reference Date"** | means in each year the date to which the Supplier prepares its annual audited financial statements; |
| **“Annual Revenue”** | means, for the purposes of determining whether an entity is a Public Sector Dependent Supplier, the audited consolidated aggregate revenue (including share of revenue of joint ventures and Associates) reported by the Supplier or, as appropriate, the Supplier Group in its most recent published accounts, subject to the following methodology:  figures for accounting periods of other than 12 months should be scaled pro rata to produce a proforma figure for a 12 month period; and  where the Supplier, the Supplier Group and/or their joint ventures and Associates report in a foreign currency, revenue should be converted to |

|  |  |
| --- | --- |
|  | British Pound Sterling at the closing exchange rate on the Accounting Reference Date; |
| **“Appropriate Authority” or “Appropriate Authorities”** | means the Buyer and the Cabinet Office Markets and Suppliers Team or, where the Supplier is a Strategic Supplier, the Cabinet Office Markets and Suppliers Team; |
| **“Associates”** | means, in relation to an entity, an undertaking in which the entity owns, directly or indirectly, between 20% and 50% of the voting rights and exercises a degree of control sufficient for the undertaking to be treated as an associate under generally accepted accounting principles; |
| **"Cabinet Office Markets and Suppliers Team"** | means the UK Government’s team responsible for managing the relationship between government and its Strategic Suppliers, or any replacement or successor body carrying out the same function; |

|  |  |
| --- | --- |
| **“Class 1 Transaction”** | has the meaning set out in the listing rules issued by the UK Listing Authority; |
| **“Control”** | the possession by a person, directly or indirectly, of the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and “Controls” and “Controlled” shall be interpreted accordingly; |
| **“Corporate Change Event”** | means:   1. any change of Control of the Supplier or a Parent Undertaking of the Supplier; 2. any change of Control of any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services; 3. any change to the business of the Supplier or any member of the Supplier Group which, in the reasonable opinion of the Buyer, could have a material adverse effect on the Services; 4. a Class 1 Transaction taking place in relation to the shares of the Supplier or any Parent Undertaking of the Supplier whose shares are listed on the main market of the London Stock Exchange plc; 5. an event that could reasonably be regarded as being equivalent to a Class 1 Transaction taking place in respect of the   Supplier or any Parent Undertaking of the Supplier; |

|  |  |
| --- | --- |
|  | 1. payment of dividends by the Supplier or the ultimate Parent Undertaking of the Supplier Group exceeding 25% of the Net Asset Value of the Supplier or the ultimate Parent Undertaking of the Supplier Group respectively in any 12 month period; 2. an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group; 3. any member of the Supplier Group stopping payment of its debts generally or becoming unable to pay its debts within the meaning of section 123(1) of the Insolvency Act 1986 or any member of the Supplier Group ceasing to carry on all or substantially all its business, or any compromise, composition, arrangement or agreement being made with creditors of any member of the Supplier Group; 4. the appointment of a receiver, administrative receiver or administrator in respect of or over all or a material part of the undertaking or assets of any member of the Supplier Group; and/or 5. any process or events with an effect analogous to those in paragraphs (e) to (g) inclusive above occurring to a member of the Supplier Group in a jurisdiction outside England and Wales; |
| **"Corporate Change Event Grace Period"** | means a grace period agreed to by the Appropriate Authority for providing CRP  Information and/or updates to Business  Continuity Plan after a Corporate Change Event; |

|  |  |
| --- | --- |
| **"Corporate Resolvability**  **Assessment (Structural**  **Review)"** | means part of the CRP Information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraph 3 and Annex 2 of this Schedule; |
| **“Critical National**  **Infrastructure” or “CNI”** | means those critical elements of UK national infrastructure (namely assets, facilities, systems, networks or processes and the essential workers that operate and facilitate them), the loss or compromise of which could result in:  major detrimental impact on the availability, integrity or delivery of essential services – including those services whose integrity, if compromised, could result in significant loss of life or casualties – taking into account significant economic or social impacts; and/or  significant impact on the national security, national defence, or the functioning of the UK; |
| **“Critical Service Contract”** | means the overall status of the Services provided under the Call-Off Contract as determined by the  Buyer and specified in Paragraph 2 of this Schedule; |

|  |  |
| --- | --- |
| **“CRP Information”** | means the corporate resolution planning information, together, the:   1. Exposure Information (Contracts List); 2. Corporate Resolvability Assessment   (Structural Review); and   1. Financial Information and Commentary |
| **“Dependent Parent Undertaking”** | means any Parent Undertaking which provides any of its Subsidiary Undertakings and/or  Associates, whether directly or indirectly, with any financial, trading, managerial or other assistance of whatever nature, without which the Supplier would be unable to continue the day to day conduct and operation of its business in the same manner as carried on at the time of entering into the Call-Off Contract, including for the avoidance of doubt the provision of the Services in accordance with the terms of the Call-Off Contract; |
| **“FDE Group”**    **“Financial Distress Event”** | means the [Supplier, Subcontractors, [the Guarantor]    the credit rating of an FDE Group entity dropping below the applicable Financial Metric; |

|  |  |
| --- | --- |
|  | an FDE Group entity issuing a profits warning to a stock exchange or making any other public announcement, in each case about a material deterioration in its financial position or prospects; there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity; an FDE Group entity committing a material breach of covenant to its lenders; a Subcontractor notifying CCS or the Buyer that the Supplier has not satisfied any material sums properly due under a specified invoice and not subject to a genuine dispute; any of the following:  commencement of any litigation against an FDE Group entity with respect to financial indebtedness greater than £5m or obligations under a service contract with a total contract value greater than  £5m; non-payment by an FDE Group entity of any financial indebtedness; any financial indebtedness of an FDE Group entity becoming due as a result of an event of default; the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity; or  the external auditor of an FDE Group entity expressing a qualified opinion on, or including an emphasis of matter in, its opinion on the statutory accounts of that FDE entity; in each case which the Buyer reasonably believes (or would be likely to reasonably believe) could directly impact on the continued performance and delivery of the Services in accordance with the Call-Off Contract; and any two of the Financial Metrics for the Supplier not being met at the same time. |

|  |  |
| --- | --- |
| **“Parent Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Public Sector Dependent Supplier”** | means a supplier where that supplier, or that supplier’s group has Annual Revenue of £50 million or more of which over 50% is generated from UK Public Sector Business; |
| **“Strategic Supplier”** | means those suppliers to government listed at https://www.gov.uk/government/publications/strat egic-suppliers; |
| **“Subsidiary Undertaking”** | has the meaning set out in section 1162 of the Companies Act 2006; |
| **“Supplier Group”** | means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings; |

|  |  |
| --- | --- |
| **“UK Public Sector Business”** | means any goods, service or works provision to UK public sector bodies, including Central Government Departments and their arm's length bodies and agencies, non-departmental public bodies, NHS bodies, local authorities, health bodies, police, fire and rescue, education bodies and devolved administrations; and |
| **“UK Public Sector / CNI Contract Information”** | means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1; |

#### 2. Service Status and Supplier Status

2.1 This Call-Off Contract is not a Critical Service Contract.

***[***

2.2 The Supplier shall notify the Buyer and the Cabinet Office Markets and Suppliers Team in writing within 5 Working Days of the Start Date and throughout the Call-Off Contract Term within 120 days after each Accounting Reference Date as to whether or not it is a Public Sector Dependent Supplier. The contact email address for the Markets and Suppliers Team is resolution.planning@cabinetoffice.gov.uk.

2.3 The Buyer and the Supplier recognise that, where specified in the Framework Agreement, CCS shall have the right to enforce the Buyer's rights under this Schedule.

#### 3. Provision of Corporate Resolution Planning Information

3.1 Paragraphs 3 to 5 shall apply if the Call-Off Contract has been specified as a Critical Service Contract under Paragraph 2.1 or the Supplier is or becomes a Public Sector Dependent Supplier.

3.2 Subject to Paragraphs 3.6, 3.10 and 3.11:

3.2.1 where the Call-Off Contract is a Critical Service Contract, the Supplier shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the Start Date; and

3.2.2 except where it has already been provided, where the Supplier is a Public Sector

Dependent Supplier, it shall provide the Appropriate Authority or Appropriate Authorities with the CRP Information within 60 days of the date of the Appropriate Authority’s or Appropriate Authorities’ request.

3.3 The Supplier shall ensure that the CRP Information provided pursuant to Paragraphs 3.2,

3.8 and 3.9:

3.3.1 is full, comprehensive, accurate and up to date;

3.3.2 is split into three parts:

1. Exposure Information (Contracts List);
2. Corporate Resolvability Assessment (Structural Review);
3. Financial Information and Commentary and is structured and presented in accordance with the requirements and explanatory notes set out in the latest published version of the Resolution Planning Guidance Note published by the Cabinet Office Government Commercial Function and available at <https://www.gov.uk/government/publications/the-sourcing-and-consultancy-playbooks>and contains the level of detail required (adapted as necessary to the Supplier’s circumstances);

3.3.3 incorporates any additional commentary, supporting documents and evidence which would reasonably be required by the Appropriate Authority or Appropriate Authorities to understand and consider the information for approval;

3.3.4 provides a clear description and explanation of the Supplier Group members that have agreements for goods, services or works provision in respect of UK Public Sector Business and/or Critical National Infrastructure and the nature of those agreements; and

3.3.5 complies with the requirements set out at Annex 1 (Exposure Information (Contracts List)), Annex 2 (Corporate Resolvability Assessment (Structural Review)) and Annex 3 (Financial Information and Commentary) respectively.

* 1. Following receipt by the Appropriate Authority or Appropriate Authorities of the CRP

Information pursuant to Paragraphs 3.2, 3.8 and 3.9, the Buyer shall procure that the Appropriate Authority or Appropriate Authorities shall discuss in good faith the contents of the CRP Information with the Supplier and no later than 60 days after the date on which the CRP Information was delivered by the Supplier either provide an Assurance to the Supplier that the Appropriate Authority or Appropriate Authorities approve the CRP Information or that the Appropriate Authority or Appropriate Authorities reject the CRP Information.

* 1. If the Appropriate Authority or Appropriate Authorities reject the CRP Information:
     1. the Buyer shall (and shall procure that the Cabinet Office Markets and Suppliers Team shall) inform the Supplier in writing of its reasons for its rejection; and
     2. the Supplier shall revise the CRP Information, taking reasonable account of the

Appropriate Authority’s or Appropriate Authorities’ comments, and shall re-submit the CRP Information to the Appropriate Authority or Appropriate Authorities for approval within 30 days of the date of the Appropriate Authority’s or Appropriate Authorities’ rejection. The provisions of paragraph 3.3 to 3.5 shall apply again to any resubmitted CRP Information provided that either Party may refer any disputed matters for resolution under clause 32 of the Framework Agreement (Managing disputes).

* 1. Where the Supplier or a member of the Supplier Group has already provided CRP Information to a central government body or the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely to the Cabinet Office Markets and Suppliers Team) and has received an Assurance of its CRP Information from that central government body and the Cabinet Office Markets and Suppliers Team (or, in the case of a Strategic Supplier, solely from the Cabinet Office Markets and Suppliers Team), then provided that the Assurance remains Valid (which has the meaning in paragraph 3.7 below) on the date by which the CRP Information would otherwise be required, the Supplier shall not be required to provide the CRP Information under Paragraph 3.2 if it provides a copy of the Valid Assurance to the Appropriate Authority or Appropriate Authorities on or before the date on which the CRP Information would otherwise have been required.
  2. An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

* + 1. the Assurance is within the validity period stated in the Assurance (or, if no validity period is stated, no more than 12 months has elapsed since it was issued and no more than 18 months has elapsed since the Accounting Reference Date on which the CRP Information was based); and
    2. no Corporate Change Events or Financial Distress Events (or events which would be deemed to be Corporate Change Events or Financial Distress Events if the Call-Off Contract had then been in force) have occurred since the date of issue of the Assurance.

3.8 If the Call-Off Contract is a Critical Service Contract, the Supplier shall provide an updated version of the CRP Information (or, in the case of Paragraph 3.8.3 of its initial CRP Information) to the Appropriate Authority or Appropriate Authorities:

* + 1. within 14 days of the occurrence of a Financial Distress Event (along with any additional highly confidential information no longer exempted from disclosure under Paragraph 3.11) unless the Supplier is relieved of the consequences of the Financial

Distress Event as a result of credit ratings being revised upwards;

* + 1. within 30 days of a Corporate Change Event unless

(a) the Supplier requests and the Appropriate Authority (acting reasonably) agrees to a Corporate Change Event Grace Period, in the event of which the time period for the

Supplier to comply with this Paragraph shall be extended as determined by the Appropriate Authority (acting reasonably) but shall in any case be no longer than six months after the Corporate Change Event. During a Corporate Change Event Grace Period the Supplier shall regularly and fully engage with the Appropriate

Authority to enable it to understand the nature of the Corporate Change Event and

the Appropriate Authority shall reserve the right to terminate a Corporate Change Event Grace Period at any time if the Supplier fails to comply with this Paragraph; or (b) not required pursuant to Paragraph 3.10;

3.8.3 within 30 days of the date that:

1. the credit rating(s) of each of the Supplier and its Parent Undertakings fail to meet any of the criteria specified in Paragraph 3.10; or
2. none of the credit rating agencies specified at Paragraph 3.10 hold a public credit rating for the Supplier or any of its Parent Undertakings; and

3.8.4 in any event, within 6 months after each Accounting Reference Date or within 15 months of the date of the previous Assurance received from the Appropriate Authority (whichever is the earlier), unless:

(a) updated CRP Information has been provided under any of Paragraphs 3.8.1 3.8.2 or 3.8.3 since the most recent Accounting Reference Date (being no more than 12 months previously) within the timescales that would ordinarily be required for the provision of that information under this Paragraph 3.8.4; or (b) not required pursuant to Paragraph 3.10.

3.9 Where the Supplier is a Public Sector Dependent Supplier and the Call-Off Contract is not a Critical Service Contract, then on the occurrence of any of the events specified in Paragraphs 3.8.1 to 3.8.4, the Supplier shall provide at the request of the Appropriate Authority or Appropriate Authorities and within the applicable timescales for each event as set out in Paragraph 3.8 (or such longer timescales as may be notified to the Supplier by the Buyer), the CRP Information to the Appropriate Authority or Appropriate Authorities. 3.10 Where the Supplier or a Parent Undertaking of the Supplier has a credit rating of either:

3.10.1 Aa3 or better from Moody’s;

3.10.2 AA- or better from Standard and Poors; 3.10.3 AA- or better from Fitch;

the Supplier will not be required to provide any CRP Information unless or until either (i) a Financial Distress Event occurs (unless the Supplier is relieved of the consequences of the Financial Distress Event due to credit ratings being revised upwards) or (ii) the Supplier and its Parent Undertakings cease to fulfil the criteria set out in this Paragraph 3.10, in which cases the Supplier shall provide the updated version of the CRP Information in accordance with paragraph 3.8.

3.11 Subject to Paragraph 5, where the Supplier demonstrates to the reasonable satisfaction of the Appropriate Authority or Appropriate Authorities that a particular item of CRP Information is highly confidential, the Supplier may, having orally disclosed and discussed that information with the Appropriate Authority or Appropriate Authorities, redact or omit that information from the CRP Information provided that if a Financial Distress Event occurs, this exemption shall no longer apply and the Supplier shall promptly provide the relevant information to the Appropriate Authority or Appropriate Authorities to the extent required under Paragraph 3.8.

#### 4. Termination Rights

4.1 The Buyer shall be entitled to terminate the Call-Off Contract if the Supplier is required to provide CRP Information under Paragraph 3 and either:

4.1.1 the Supplier fails to provide the CRP Information within 4 months of the Start Date if this is a Critical Service Contract or otherwise within 4 months of the Appropriate Authority’s or Appropriate Authorities’ request; or

4.1.2 the Supplier fails to obtain an Assurance from the Appropriate Authority or Appropriate

Authorities within 4 months of the date that it was first required to provide the CRP Information under the Call-Off Contract, which shall be deemed to be an event to which Clause 18.4 applies.

#### 5. Confidentiality and usage of CRP Information

5.1 The Buyer agrees to keep the CRP Information confidential and use it only to understand the implications of an Insolvency Event of the Supplier and/or Supplier Group members on its UK Public Sector Business and/or services in respect of CNI and to enable contingency planning to maintain service continuity for end users and protect CNI in such eventuality.

5.2 Where the Appropriate Authority is the Cabinet Office Markets and Suppliers Team, at the Supplier’s request, the Buyer shall use reasonable endeavours to procure that the Cabinet

Office enters into a confidentiality and usage agreement with the Supplier containing terms

no less stringent than those placed on the Buyer under paragraph 5.1 and incorporated Framework Agreement clause 34.

5.3 The Supplier shall use reasonable endeavours to obtain consent from any third party which has restricted the disclosure of the CRP Information to enable disclosure of that information to the Appropriate Authority or Appropriate Authorities pursuant to Paragraph 3 subject, where necessary, to the Appropriate Authority or Appropriate Authorities entering into an appropriate confidentiality agreement in the form required by the third party.

5.4 Where the Supplier is unable to procure consent pursuant to Paragraph 5.3, the Supplier shall use all reasonable endeavours to disclose the CRP Information to the fullest extent possible by limiting the amount of information it withholds including by:

5.4.1 redacting only those parts of the information which are subject to such obligations of confidentiality;

5.4.2 providing the information in a form that does not breach its obligations of confidentiality including (where possible) by:

1. summarising the information;
2. grouping the information;
3. anonymising the information; and
4. presenting the information in general terms

5.5 The Supplier shall provide the Appropriate Authority or Appropriate Authorities with contact details of any third party which has not provided consent to disclose CRP Information where that third party is also a public sector body and where the Supplier is legally permitted to do so.

## **ANNEX 1: EXPOSURE: CRITICAL CONTRACTS LIST**

1. The Supplier shall:
   1. provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:
      1. are with any UK public sector bodies including: central government departments and their arms-length bodies and agencies, non-departmental public bodies, NHS bodies, local buyers, health bodies, police fire and rescue, education bodies and the devolved administrations;
      2. are with any private sector entities where the end recipient of the service, goods or works provision is any of the bodies set out in Paragraph 1.1(a) of this Annex 1 and where the member of the Supplier Group is acting as a key sub-contractor under the contract with the end recipient; or
      3. involve or could reasonably be considered to involve CNI;
   2. provide the Appropriate Authority with a copy of the latest version of each underlying contract worth more than £5m per contract year and their related key sub-contracts,

which shall be included as embedded documents within the CRP Information or via a directly accessible link

ANNEX 2: CORPORATE RESOLVABILITY ASSESSMENT

(STRUCTURAL REVIEW)

1. The Supplier shall:
   1. provide sufficient information to allow the Appropriate Authority to understand the implications on the Supplier Group’s UK Public Sector Business and CNI agreements listed pursuant to Annex 1 if the Supplier or another member of the Supplier Group is subject to an Insolvency Event;
   2. ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and
   3. provide full details of the importance of each member of the Supplier Group to the Supplier Group’s UK Public Sector Business and CNI agreements listed pursuant to Annex 1 and the dependencies between each.

### ANNEX 3: Financial information AND COMMENTARY

1. The Supplier shall:
   1. provide sufficient financial information for the Supplier Group level, contracting operating entities level, and shared services entities’ level to allow the Appropriate Authority to understand the current financial interconnectedness of the Supplier Group and the current performance of the Supplier as a standalone entity; and
   2. ensure that the information is presented in a simple, effective and easily understood manner.
2. For the avoidance of doubt the financial information to be provided pursuant to Paragraph 1 of this Annex 3 should be based on the most recent audited accounts for the relevant entities

(or interim accounts where available) updated for any material changes since the Accounting Reference Date provided that such accounts are available in a reasonable timeframe to allow the Supplier to comply with its obligations under this Schedule. If such accounts are not available in that timeframe, to the extent permitted by Law financial information should be based on unpublished unaudited accounts or management accounts (disclosure of which to the Appropriate Authority remains protected by confidentiality).

### Schedule 9 - Variation Form

This form is to be used in order to change a Call-Off Contract in accordance with Clause 32 (Variation process)

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
| **Contract Details** | | | | | | | |
| This variation is between: |  | **[insert** | name of Buyer] **(“the Buyer")** name of Supplier**]** (**"the Supplier"**) | | | | |
| And  **[insert** |
| Contract name: |  | **[insert** | name of contract to be changed] **(“the Contract”)** | | | | |
|  |
| Contract reference number: |  | **[insert** | contract reference number] | | | | |
|  |
| **Details of Proposed Variation** | | | | | | | |
| Variation initiated by: |  | **[delete** | as applicable: Buyer/Supplier] | | | | |
|  |
| Variation number: |  | **[insert** | variation number] | | | | |
|  |
| Date variation is raised: |  | **[insert** | date] | | | | |
|  |
| Proposed variation |  | | | | | | |
| Reason for the variation: |  | **[insert** | reason] | | | | |
|  |
| A Variation Impact Assessment shall be provided within: |  | **[insert** | number] days | | | | |
|  |
| **Impact of Variation** | | | | | | | |
| Likely impact of the proposed variation: |  | **[Supplier to insert** | | assessment of impact] | | | |
|  | |
| **Outcome of Variation** | | | | | | | |
| Contract variation: | This Contract detailed above is varied as follows:  ● **[Buyer to insert** original Clauses or Paragraphs to be varied and the changed clause] | | | | | | |
| Financial variation: | Original Contract Value: | | | | £ | **[insert** | amount] |
|  |
| Additional cost due to variation: | | | | £ | **[insert** | amount] |
|  |
| New Contract value: | | | | £ | **[insert** | amount] |
|  |

1. This Variation must be agreed and signed by both Parties to the Contract and shall only be effective from the date it is signed by Buyer
2. Words and expressions in this Variation shall have the meanings given to them in the Contract.
3. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

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

Signature

Date

Name (in Capitals)

Address

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

Signature

Date

Name (in Capitals)

Address