

## 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](#)

[Part B: Terms and conditions](#)

[Schedule 1: Services](#)

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

[Schedule 3: Collaboration agreement](#)

[Schedule 4: Alternative clause](#)

[Schedule 5: Guarantee](#)

[Schedule 6: Glossary and interpretations](#)

[Schedule 7: UK GDPR Information](#)

[Annex 1: Processing Personal Data](#)

[Annex 2: Joint Controller Agreement](#)

[Schedule 8: Corporate Resolution Planning](#)

[Schedule 9 : Variation Form](#)

[Schedule 10: Statement of Requirements](#)

[Schedule 11: Supplier Responses to Clarification Questions](#)

[Schedule 12: Supplier Pricing Schedule](#)

## 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.

<b>Platform service ID number</b>	9595 0884 9984 131
<b>Call-Off Contract reference</b>	<b>TIS0825</b>
<b>Call-Off Contract title</b>	Generative AI Productionising
<b>Call-Off Contract description</b>	<p>The Insolvency Service Digital Innovation team are looking to engage with an external supplier to carry out three pieces of work;</p> <ol style="list-style-type: none"><li>1. Productionise four Proof of Concept (PoC) Use Cases utilising Retrieval Augmented Generation (RAG) Generative Artificial Intelligence (Gen AI) technologies.</li><li>2. Work with the team to discover other instances where GEN AI may help the agency in particular making efficiency and productivity gains.</li><li>3. Work with the team to put in place an External Chatbot</li></ol>
<b>Start date</b>	15/08/2025
<b>Expiry date</b>	14/08/2027

<b>Call-Off Contract value</b>	£427,300
<b>Charging method</b>	Fixed Cost – to include licensing and all work required as per pricing schedule (Schedule 2 of this Call-off Contract)
<b>Purchase order number</b>	TBC

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.

<b>From the Buyer</b>	The Insolvency Service 16 <sup>th</sup> Floor, 1 Westfield Avenue Stratford London E20 1HZ
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<b>To the Supplier</b>	<p>GREAT WAVE AI LIMITED</p> <p>07787243033</p> <p>First Floor, 44 High Street, West End, Southampton, Hampshire, England, SO30 3DR</p> <p>Company number: 13763523</p>
<b>Together the 'Parties'</b>	

### Principal contact details

#### For the Buyer:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

#### For the Supplier:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>15/08/2025</b> and is valid for <b>24 Months</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier <b>3 months</b> written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>

## 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.

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> <li>Lot 2: Cloud software</li> </ul>
<b>G-Cloud Services</b>	The Services to be provided by the Supplier under the

<b>required</b>	<p>above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> <li>• No-code platform for the creation of generative AI apps and agents. LLM agnostic, configurable Retrieval Augmented Generation (RAG) capability, GenAI evaluation and observability OOTB, industry-leading guardrails deliverable via plain text and a range of ready-made integrations. All build in-line with GenAIOps Principles.</li> </ul> <p><b>Features</b></p> <ul style="list-style-type: none"> <li>• Agent-based development</li> <li>• LLM agnostic</li> <li>• Evaluation &amp; Observability OOTB</li> <li>• Guardrails</li> <li>• Integrations to multiple channels</li> <li>• Multi-agent integrations</li> <li>• API connectivity</li> <li>• User-centered Gen AI development</li> <li>• GenAIOps aligned</li> <li>• Instant chatbot feature</li> </ul> <p><b>Benefits</b></p> <ul style="list-style-type: none"> <li>• Quickly build working Gen AI agents</li> <li>• Ground agents in your data</li> <li>• Select the best LLM for use case</li> <li>• Monitor agent use and responses</li> <li>• Use AI to evaluate and de-risk</li> <li>• Instant POC development</li> <li>• Low-cost, high-speed agent development</li> </ul>
<b>Additional Services</b>	<b>N/A</b>
<b>Location</b>	The Services will be delivered Remotely.
<b>Quality Standards</b>	N/A.
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are contained in the Statement of Requirements document appended to this contract as Schedule 3.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are contained in the Statement of Requirements document appended to this contract as Schedule 3.

<b>Onboarding</b>	The onboarding plan for this Call-Off Contract is to be mutually agreed upon contract signature.
<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is to be mutually agreed within 3 months of contract signature.
<b>Collaboration agreement</b>	N/A
<b>Limit on Parties' liability</b>	<p>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 [REDACTED].</p> <p>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 [REDACTED].</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed [REDACTED].</p>
<b>Buyer's responsibilities</b>	The Buyer is responsible for providing access to Insolvency Service systems and subject matter expertise for configuration of the system.

<b>Buyer's equipment</b>	N/A
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### Supplier's information

<b>Subcontractors or partners</b>	N/A
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### Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is for licensing costs to be paid annually in advance, configuration, development and support costs to be paid monthly in arrears.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is as described above.
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices</p> <ul style="list-style-type: none"> <li>- <b>monthly</b> in arrears for professional services.</li> <li>- <b>yearly</b> in advance for the licence costs.</li> </ul>



	The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
<b>Who and where to send invoices to</b>	Invoices will be sent to [REDACTED]
<b>Invoice information required</b>	All invoices must include a valid Purchase Order number.
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £427,300 (excluding VAT).
<b>Call-Off Contract charges</b>	The breakdown of the Charges is appended to this contract as Schedule 2.

## Additional Buyer terms

<b>Performance of the Service</b>	N/A
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	N/A
<b>Supplemental requirements in addition to the Call-Off terms</b>	N/A
<b>Alternative clauses</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	N/A

<b>Personal Data and Data Subjects</b>	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
<b>Intellectual Property</b>	Any generated Intellectual Property shall remain the property of the Buyer.
<b>Social Value</b>	N/A
<b>Performance Indicators</b>	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.

<b>Signed</b>	Supplier	Buyer
<b>Name</b>		
<b>Title</b>		
<b>Signature</b>		
<b>Date</b>		

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 Customer Benefit Record](#)

## Part B: Terms and conditions

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

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

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

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

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

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

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

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

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

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

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

### 3. Supply of services

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

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

### 4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 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 G-Cloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.

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

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

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

7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.

7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.

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

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



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

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

## 9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

## 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:

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

11.5.2 in addition to defending in accordance with Clause 11.5.1, the Buyer will pay the amount of Losses awarded in final 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:

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

## 12. Protection of information

### 12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

## 13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management: <https://www.npsa.gov.uk/content/adopt-risk-management-approach> and Protection of Sensitive Information and Assets: <https://www.npsa.gov.uk/sensitive-information-assets>

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

## 14. Standards and quality

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

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

<https://www.gov.uk/government/publications/technologycode-of-practice/technology-code-of-practice>

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

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

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

## 15. Open source

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

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

## 16. Security

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

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

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

16.4 Responsibility for costs will be at the:

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

16.4.2 Buyer's expense if the Malicious Software originates from the Buyer software or the Service Data, while the Service Data was under the Buyer's control

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

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

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

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

## 17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

## 18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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



## 19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

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

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

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

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

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

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

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

19.5.5 work with the Buyer on any ongoing work

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

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

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

## 20. Notices

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

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

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

## 21. Exit plan

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

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

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

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

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

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

29.2.11 outstanding liabilities

29.2.12 sickness absence

29.2.13 copies of all relevant employment contracts and related documents

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

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

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

29.5 The Supplier will 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.

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

29.6.1 its failure to comply with the provisions of this clause

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

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

29.4 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

The Service Definition outlined in Part A: Call-Off Order Form is replicated here for future reference and shall form part of the Contract between the parties.

GREAT WAVE AI LIMITED

# No-Code user-centred GenAIOps Platform

No-code platform for the creation of generative AI apps and agents. LLM agnostic, configurable Retrieval Augmented Generation (RAG) capability, GenAI evaluation and observability OOTB, industry-leading guardrails deliverable via plain text and a range of ready-made integrations. All build in-line with GenAIOps Principles.

## Features

- Agent-based development
- LLM agnostic
- Evaluation & Observability OOTB
- Guardrails
- Integrations to multiple channels
- Multi-agent integrations
- API connectivity
- User-centered Gen AI development
- GenAIOps aligned
- Instant chatbot feature

## Benefits

- Quickly build working Gen AI agents
- Ground agents in your data
- Select the best LLM for use case
- Monitor agent use and responses
- Use AI to evaluate and de-risk
- Instant POC development
- Low-cost, high-speed agent development

## Service scope

---

Software add-on or extension

No
Cloud deployment model
<ul style="list-style-type: none"> <li>• Public cloud</li> <li>• Private cloud</li> <li>• Hybrid cloud</li> </ul>
Service constraints
Nil
System requirements
<ul style="list-style-type: none"> <li>• Microsoft edge</li> <li>• Google chrome</li> <li>• Apple safari</li> <li>• Firefox</li> </ul>

## User support

Email or online ticketing support
Email or online ticketing
Support response times
Within 1 working day
User can manage status and priority of support tickets
No
Phone support
Yes
Phone support availability
9 to 5 (UK time), Monday to Friday
Web chat support
Web chat
Web chat support availability
24 hours, 7 days a week
Web chat support accessibility standard
WCAG 2.1 A
Web chat accessibility testing
Nil
Onsite support
Yes, at extra cost
Support levels

---

Can provide full 24/7/365 support with industry-leading SLAs subject to contract.

---

Support available to third parties

---

Yes

---

## Onboarding and offboarding

---

Getting started

---

A combination of initial workshops, a gen AI chat bot service, manuals and telephone support as required.

---

Service documentation

---

Yes

---

Documentation formats

---

HTML

---

End-of-contract data extraction

---

Everything can be downloaded to CSV

---

End-of-contract process

---

All transition and end-of-service costs are additional and should be agreed at the start of the contract.

---

## Using the service

---

Web browser interface

---

Yes

---

Supported browsers

---

- Internet Explorer 11
  - Microsoft Edge
  - Firefox
  - Chrome
  - Safari
  - Opera
- 

Application to install

---

No

---

Designed for use on mobile devices

---

Yes

---

Differences between the mobile and desktop service

---

No major differences

---

Service interface

---

Yes

---

User support accessibility

---

WCAG 2.1 A	
Description of service interface	
	Evaluation screen on the platform allows for constant monitoring of agent performance
Accessibility standards	
WCAG 2.1 A	
Accessibility testing	
	Nil
API	
	Yes
What users can and can't do using the API	
	All functionality within the platform is available via APIs as well as no-code front-end
API documentation	
	Yes
API documentation formats	
	HTML
API sandbox or test environment	
	Yes
Customisation available	
	Yes
Description of customisation	
	The whole platform is designed to be customised via the creation and management of use-case specific generative AI agents.

## Scaling

Independence of resources

Auto scaling

## Analytics

Service usage metrics

Yes

Metrics types

Query volumes, response volumes and quality

Reporting types

- API access
- Real-time dashboards

## Resellers

---

Supplier type

---

Not a reseller

## **Staff security**

---

Staff security clearance

---

Staff screening not performed

---

Government security clearance

---

Up to Developed Vetting (DV)

## **Asset protection**

---

Knowledge of data storage and processing locations

---

Yes

---

Data storage and processing locations

---

United Kingdom

---

User control over data storage and processing locations

---

Yes

---

Datacentre security standards

---

Complies with a recognised standard (for example CSA CCM version 3.0)

---

Penetration testing frequency

---

At least every 6 months

---

Penetration testing approach

---

In-house

---

Protecting data at rest

- 
- Physical access control, complying with CSA CCM v3.0
  - Physical access control, complying with SSAE-16 / ISAE 3402
  - Encryption of all physical media
  - Scale, obfuscating techniques, or data storage sharding

---

Data sanitisation process

---

Yes

---

Data sanitisation type

- 
- Explicit overwriting of storage before reallocation
  - Deleted data can't be directly accessed

---

Equipment disposal approach

---

Complying with a recognised standard, for example CSA CCM v.30, CAS (Sanitisation) or ISO/IEC 27001

## Data importing and exporting

---

Data export approach

---

CSV

---

Data export formats

---

CSV

---

Data import formats

---

CSV

## Data-in-transit protection

---

Data protection between buyer and supplier networks

- 
- Private network or public sector network
  - TLS (version 1.2 or above)

---

Data protection within supplier network

---

TLS (version 1.2 or above)

## Availability and resilience

---

Guaranteed availability

---

99.9% during working hours  
99% outside working hours  
subject to contract

---

Approach to resilience

---

Utilize Microsoft PAAS technology which has built-in resilience and application architecture in-line with Azure well-architected framework.  
e.g. multi-region

---

Outage reporting

---

Email alerts

## Identity and authentication

---

User authentication needed

---

Yes

---

User authentication

- 
- Public key authentication (including by TLS client certificate)
  - Username or password

---

Access restrictions in management interfaces and support channels

---

N/A

---

Access restriction testing frequency

---

At least every 6 months
Management access authentication

---

- Public key authentication (including by TLS client certificate)
- Username or password

## Audit information for users

---

Access to user activity audit information
---

---

Users contact the support team to get audit information
---

---

How long user audit data is stored for
--

---

At least 12 months
--------------------

---

Access to supplier activity audit information
---

---

Users contact the support team to get audit information
---

---

How long supplier audit data is stored for
--

---

At least 12 months
--------------------

---

How long system logs are stored for
-------------------------------------

---

At least 12 months
--------------------

---

## Standards and certifications

---

ISO/IEC 27001 certification
-----------------------------

---

No
----

---

ISO 28000:2007 certification
------------------------------

---

No
----

---

CSA STAR certification
------------------------

---

No
----

---

PCI certification
-------------------

---

No
----

---

Cyber essentials
------------------

---

Yes
-----

---

Cyber essentials plus
-----------------------

---

No
----

---

Other security certifications
-------------------------------

---

No
----

---

## Security governance

---

Named board-level person responsible for service security
---

---

Yes
-----

---

Security governance certified
-------------------------------

---



Yes
Security governance standards
Other
Other security governance standards
Cyber Essentials, ISO 42001
Information security policies and processes
ISO 27001 and Cyber essentials

## Operational security

Configuration and change management standard
Supplier-defined controls
Configuration and change management approach
In line with ITIL 4 best practices
Vulnerability management type
Supplier-defined controls
Vulnerability management approach
In-line with ITIL 4 best practice
Protective monitoring type
Supplier-defined controls
Protective monitoring approach
Utilize Microsoft security technology such as firewalls and Azzure security centre
Incident management type
Supplier-defined controls
Incident management approach
In-line with ITIL 4 best practice

## Secure development

Approach to secure software development best practice
Conforms to a recognised standard, but self-assessed

## Public sector networks

Connection to public sector networks
No

## Social Value

Social Value
Social Value

- 
- Tackling economic inequality
  - Equal opportunity
- 

#### Tackling economic inequality

40% of our workforce come from minority groups within economically disadvantaged backgrounds. They are recruited via the government's bootcamp schemes which we remain a keen supporter of.

#### Equal opportunity

40% of our workforce come from minority groups within economically disadvantaged backgrounds. They are recruited via the government's bootcamp schemes which we remain a keen supporter of.

## Pricing

---

#### Price

---

£500 to £500,000 a licence a month

---

#### Discount for educational organisations

---

No

---

#### Free trial available

---

Yes

---

#### Description of free trial

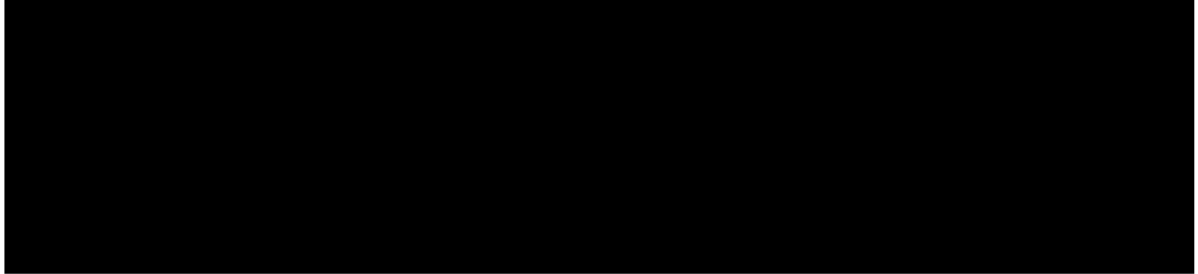
---

All features included but time and volume limited

---

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Platform pricing document) can't be amended during the term of the Call-Off Contract. The detailed rate card, as provided by the Supplier's pricing document are:



## Schedule 3: Collaboration agreement

This agreement is made on [enter date]

between:

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

Whereas the:

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

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

### 1. Definitions and interpretation

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

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

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

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

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

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

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

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

1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2

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

1.1.10 "Effective Date" means [insert date]

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

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

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

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

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

## 1.2 General

1.2.1 As used in this Agreement the:

1.2.1.1 masculine includes the feminine and the neuter

1.2.1.2 singular includes the plural and the other way round

1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation

or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.

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

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

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

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

## 2. Term of the agreement

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

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

## 3. Provision of the collaboration plan

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

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

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

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

3.4.1 approve the Detailed Collaboration Plan

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

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

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

## 4. Collaboration activities

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

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

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

## 5. Invoicing

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

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

## 6. Confidentiality

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

## 6.2 Each Collaboration Supplier warrants that:

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

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

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

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

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

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

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

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

6.3.4 independently developed without access to the Confidential Information

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

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

## 7. Warranties

7.1 Each Collaboration Supplier warrants and represents that:



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

7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes

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

## 8. Limitation of liability

8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.

8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.

8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].

8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:

8.5.1 indirect loss or damage

8.5.2 special loss or damage

8.5.3 consequential loss or damage

8.5.4 loss of profits (whether direct or indirect)

8.5.5 loss of turnover (whether direct or indirect)

8.5.6 loss of business opportunities (whether direct or indirect)

8.5.7 damage to goodwill (whether direct or indirect)

8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:

8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default

8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default

## 9. Dispute resolution process

9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.

9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.

9.3 The process for mediation and consequential provisions for mediation are:

9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations

9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings

9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives

9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties

9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts

9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

## 10. Termination and consequences of termination

### 10.1 Termination

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

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

### 10.2 Consequences of termination

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

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

## 11. General provisions

### 11.1 Force majeure

11.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts

of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.

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

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

11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.

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

## 11.2 Assignment and subcontracting

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

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

## 11.3 Notices

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

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

## 11.4 Entire agreement

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

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

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

#### 11.5 Rights of third parties

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

#### 11.6 Severability

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

#### 11.7 Variations

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

#### 11.8 No waiver

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

#### 11.9 Governing law and jurisdiction

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

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

**For and on behalf of the Buyer**

Signed by:

Full name (capitals):

Position:

Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position

: Date:

**For and on behalf of the [Company name]**

Signed by:

Full name (capitals):

Position:

Date:

### Collaboration Agreement Schedule 1: List of contracts

Collaboration supplier	Name/reference of contract	Effective date of contract

Collaboration Agreement Schedule 2 [Insert Outline Collaboration Plan]



## Schedule 4: Alternative clauses

### 1. Introduction

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

### 2. Clauses selected

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

#### 2.1.1 Scots Law and Jurisdiction

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

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

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

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

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

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

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

### 2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997

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

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

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

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

## 2.4 Equality policies and practices

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

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

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

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

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

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

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

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

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

## 2.5 Equality

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

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

## 2.6 Health and safety

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

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

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

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

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

## 2.7 Criminal damage

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

2.7.2 If during the Call-Off Contract Term any assets (or any part thereof) is or are damaged or destroyed by any circumstance giving rise to a claim for compensation under the provisions of the Compensation Order the following provisions of this clause 2.7 will apply.

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

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

## Schedule 5: Guarantee

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

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

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

(2) The Buyer whose offices are **[insert Buyer's official address]** ('Beneficiary')

### Whereas:

(A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

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

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

Suggested headings are as follows:

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

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

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

## Definitions and interpretation

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

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

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

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

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

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

Unless the context otherwise requires:

- reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time

- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

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

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

## Guarantee and indemnity

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

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

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

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

## Obligation to enter into a new contract

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



## **Demands and notices**

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

**[Enter Address of the Guarantor in England and Wales]**

**[Enter Email address of the Guarantor**

**representative]** For the Attention of **[insert details]**

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

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

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

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

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

## **Beneficiary's protections**

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

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

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

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

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

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

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

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

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

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

discharge or satisfaction of all monies, obligations and liabilities that are or may become due owing or incurred to the Buyer from the Guarantor for such period as the Buyer may determine.

## Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

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

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

## Payments and set-off

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

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

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

## Guarantor's acknowledgement

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

## Assignment

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

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

## Severance

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

## Third-party rights

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

## Governing law

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

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

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

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

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

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

EXECUTED as a DEED by

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

Director

Director/Secretary

## Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
<b>Additional Services</b>	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
<b>Admission Agreement</b>	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
<b>Application</b>	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
<b>Audit</b>	An audit carried out under the incorporated Framework Agreement clauses.
<b>Background IPRs</b>	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• created by the Party independently of this Call-Off Contract, or</li> </ul> <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
<b>Buyer</b>	The contracting authority ordering services as set out in the Order Form.
<b>Buyer Data</b>	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
<b>Buyer Personal Data</b>	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
<b>Buyer Representative</b>	The representative appointed by the Buyer under this Call-Off Contract.

<b>Buyer Software</b>	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.
<b>Call-Off Contract</b>	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.
<b>Charges</b>	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
<b>Collaboration Agreement</b>	An agreement, substantially in the form, set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
<b>Commercially Sensitive Information</b>	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
<b>Confidential Information</b>	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> <li>• 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</li> <li>• other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>

<b>Control</b>	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
<b>Controller</b>	Takes the meaning given in the UK GDPR.
<b>Crown</b>	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.

<b>Data Loss Event</b>	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.
<b>Data Protection Impact Assessment (DPIA)</b>	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
<b>Data Protection Legislation (DPL)</b>	(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.
<b>Data Subject</b>	Takes the meaning given in the UK GDPR



<b>Default</b>	<p>Default is any:</p> <ul style="list-style-type: none"> <li>• breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>• 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</li> </ul> <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
<b>DPA 2018</b>	Data Protection Act 2018.
<b>Employment Regulations</b>	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
<b>End</b>	Means to terminate; and Ended and Ending are construed accordingly.
<b>Environmental Information Regulations or EIR</b>	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
<b>Equipment</b>	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.
<b>ESI Reference Number</b>	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.

<b>Employment Status Indicator test tool or ESI tool</b>	<p>The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: <a href="https://www.gov.uk/guidance/check-employment-status-fortax">https://www.gov.uk/guidance/check-employment-status-fortax</a></p>
<b>Expiry Date</b>	<p>The expiry date of this Call-Off Contract in the Order Form.</p>
<b>Financial Metrics</b>	<p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> <li>• Dun and Bradstreet score of 50</li> <li>• Operating Profit Margin of 2%</li> <li>• Net Worth of 0</li> <li>• Quick Ratio of 0.7</li> </ul>
<b>Force Majeure</b>	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> <li>• acts, events or omissions beyond the reasonable control of the affected Party</li> <li>• riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare</li> <li>• acts of government, local government or Regulatory Bodies</li> <li>• fire, flood or disaster and any failure or shortage of power or fuel</li> <li>• industrial dispute affecting a third party for which a substitute third party isn't reasonably available</li> </ul> <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> <li>• any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain</li> <li>• 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</li> <li>• the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into</li> </ul>

	<ul style="list-style-type: none"> <li>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</li> </ul>
<b>Former Supplier</b>	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).
<b>Framework Agreement</b>	The clauses of framework agreement RM1557.14 together with the Framework Schedules.
<b>Fraud</b>	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.

<b>Freedom of Information Act or FoIA</b>	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
<b>G-Cloud Services</b>	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.
<b>UK GDPR</b>	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
<b>Good Industry Practice</b>	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.
<b>Government Procurement Card</b>	The government's preferred method of purchasing and payment for low value goods or services.
<b>Guarantee</b>	The guarantee described in Schedule 5.
<b>Guidance</b>	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.
<b>Implementation Plan</b>	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.
<b>Indicative test</b>	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

<b>Information</b>	Has the meaning given under section 84 of the Freedom of Information Act 2000.
<b>Information security management system</b>	The information security management system and process developed by the Supplier in accordance with clause 16.1.
<b>Inside IR35</b>	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
<b>Insolvency event</b>	<p>Can be:</p> <ul style="list-style-type: none"> <li>• a voluntary arrangement</li> <li>• a winding-up petition</li> <li>• the appointment of a receiver or administrator</li> <li>• an unresolved statutory demand</li> <li>• a Schedule A1 moratorium</li> <li>• a Supplier Trigger Event</li> </ul>
<b>Intellectual Property Rights or IPR</b>	<p>Intellectual Property Rights are:</p> <p>(a) 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</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <ul style="list-style-type: none"> <li>• (c) all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
<b>Intermediary</b>	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> <li>• the supplier's own limited company</li> <li>• a service or a personal service company</li> <li>• a partnership</li> </ul>

	It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
<b>IPR claim</b>	As set out in clause 11.5.
<b>IR35</b>	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.
<b>IR35 assessment</b>	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

<b>Know-How</b>	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.
<b>Law</b>	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.
<b>Loss</b>	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 ' <b>Losses</b> ' will be interpreted accordingly.
<b>Lot</b>	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.

<b>Malicious Software</b>	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.
<b>Management Charge</b>	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.
<b>Management Information</b>	The management information specified in Framework Agreement Schedule 6.
<b>Material Breach</b>	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.
<b>Ministry of Justice Code</b>	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.

<b>New Fair Deal</b>	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.
<b>Order</b>	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
<b>Order Form</b>	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.

<b>Ordered G-Cloud Services</b>	G-Cloud Services which are the subject of an order by the Buyer.
<b>Outside IR35</b>	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
<b>Party</b>	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
<b>Performance Indicators</b>	The performance information required by the Buyer from the Supplier set out in the Order Form.
<b>Personal Data</b>	Takes the meaning given in the UK GDPR.
<b>Personal Data Breach</b>	Takes the meaning given in the UK GDPR.
<b>Platform</b>	The government marketplace where Services are available for Buyers to buy.
<b>Processing</b>	Takes the meaning given in the UK GDPR.
<b>Processor</b>	Takes the meaning given in the UK GDPR.



<b>Prohibited act</b>	<p>To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:</p> <ul style="list-style-type: none"> <li>• induce that person to perform improperly a relevant function or activity</li> <li>• reward that person for improper performance of a relevant function or activity</li> <li>• commit any offence: <ul style="list-style-type: none"> <li>○ under the Bribery Act 2010</li> <li>○ under legislation creating offences concerning Fraud</li> <li>○ at common Law concerning Fraud</li> <li>○ committing or attempting or conspiring to commit Fraud</li> </ul> </li> </ul>
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<b>Project Specific IPRs</b>	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.
<b>Property</b>	Assets and property including technical infrastructure, IPRs and equipment.
<b>Protective Measures</b>	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.
<b>PSN or Public Services Network</b>	The Public Services Network (PSN) is the government's high performance network which helps public sector organisations work together, reduce duplication and share resources.

<b>Regulatory body or bodies</b>	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.
<b>Relevant person</b>	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.
<b>Relevant Transfer</b>	A transfer of employment to which the employment regulations applies.
<b>Replacement Services</b>	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.
<b>Replacement supplier</b>	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).
<b>Security management plan</b>	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

<b>Services</b>	The services ordered by the Buyer as set out in the Order Form.
<b>Service Data</b>	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data and Performance Indicators data.
<b>Service definition(s)</b>	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.
<b>Service description</b>	The description of the Supplier service offering as published on the Platform.
<b>Service Personal Data</b>	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.
<b>Spend controls</b>	The approval process used by a central government Buyer if it needs to spend money on certain digital or technology services, see <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controlscheck-if-you-need-approval-to-spend-money-on-a-service</a>
<b>Start date</b>	The Start date of this Call-Off Contract as set out in the Order Form.
<b>Subcontract</b>	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.
<b>Subcontractor</b>	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.
<b>Subprocessor</b>	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.

<b>Supplier</b>	The person, firm or company identified in the Order Form.
<b>Supplier Representative</b>	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.

<b>Supplier staff</b>	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.
<b>Supplier Terms</b>	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.
<b>Term</b>	The term of this Call-Off Contract as set out in the Order Form.
<b>Trigger Event</b>	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
<b>Variation</b>	This has the meaning given to it in clause 32 (Variation process).
<b>Variation Impact Assessment</b>	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) details of the cost of implementing the proposed variation;</li> <li>c) 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</li> </ul>

	<p>required by either Party and any alteration to the working practices of either Party;</p> <p>d) a timetable for the implementation, together with any proposals for the testing of the variation; and</p> <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>
<b>Working Days</b>	Any day other than a Saturday, Sunday or public holiday in England and Wales.
<b>Year</b>	A contract year.

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## Schedule 7: UK GDPR Information

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

### Annex 1 - Processing Personal Data

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

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

Description	Details
Identity of Controller and Processor for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>- <i>Personal data relating to staff and customers processed through the GenAI Agents and associated platform as determined by the Buyer, including names, work email addresses, records of work items and progress, messages sent or received, customer or citizen names and email addresses, content of queries or messages, uploaded documents containing personal or case-related information, case-related data retrieved from internal systems, and user account details for platform administrators and users.</i></li></ul>
Duration of the Processing	<i>For the duration of this Call Off Contract</i>

Nature and purposes of the Processing	<p><i>The Nature and Purposes of Processing may be amended as more use-cases are added into the Great Wave AI Platform. On contract commencement, the following apply:</i></p> <ul style="list-style-type: none"> <li>- Collection and storage of staff and customer details to enable use of GenAI Agents and related services</li> <li>- Processing of queries, messages, and work records to provide accurate responses and support case handling</li> <li>- Retrieval of relevant case or knowledge base data from internal systems for response generation</li> <li>- Integration with live data sources to ensure up-to-date information for staff and citizens</li> <li>- Handoff of unresolved queries to the CST team for further action</li> <li>- Training and continuous improvement of GenAI Agents based on anonymised user interactions</li> <li>- Secure hosting, access control, and administration of the AI platform and Agents</li> </ul>
Type of Personal Data	<p><i>The Types of Personal Data may be amended as more use-cases are added into the Great Wave AI Platform. On contract commencement, the following apply:</i></p> <ul style="list-style-type: none"> <li>- Names of staff members (including role or department)</li> <li>- Work email addresses of staff</li> <li>- Records of work items allocated to staff, including progress updates</li> <li>- Messages sent or received by staff via integrated systems</li> <li>- Names of citizens or customers interacting with CST or chatbot</li> <li>- Email addresses of citizens or customers</li> <li>- Content of queries or messages submitted by citizens or customers</li> <li>- Uploaded documents containing personal or case-related information</li> <li>- Case-related data retrieved from internal systems</li> <li>- User account details for platform administrators and users</li> </ul>
Categories of Data Subject	<ul style="list-style-type: none"> <li>- Insolvency Service staff members</li> <li>- Citizens and customers interacting with the Insolvency Service</li> <li>- Platform administrators and platform users</li> </ul>
International transfers and legal gateway	<p><i>UK and EU</i></p>



Plan for return and destruction of the data once the Processing is complete	<i>Information will be deleted or de-identified when processing ceases.</i>
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## Annex 2 - Joint Controller Agreement

Not Used

## 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):

<b>"Accounting Reference Date"</b>	means in each year the date to which the Supplier prepares its annual audited financial statements;
<b>"Annual Revenue"</b>	<p>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:</p> <p>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</p> <p>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;</p>

<p><b>“Appropriate Authority” or “Appropriate Authorities”</b></p>	<p>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;</p>
<p><b>“Associates”</b></p>	<p>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;</p>
<p><b>"Cabinet Office Markets and Suppliers Team"</b></p>	<p>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;</p>
<p><b>“Class 1 Transaction”</b></p>	<p>has the meaning set out in the listing rules issued by the UK Listing Authority;</p>

<b>“Control”</b>	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;
<b>“Corporate Change Event”</b>	<p>means:</p> <ul style="list-style-type: none"> <li>(a) any change of Control of the Supplier or a Parent Undertaking of the Supplier;</li> <li>(b) 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;</li> <li>(c) 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;</li> <li>(d) 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;</li> <li>(e) 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;</li> <li>(f) 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;</li> </ul>

	<p>(g) an order is made or an effective resolution is passed for the winding up of any member of the Supplier Group;</p> <p>(h) 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;</p> <p>(i) 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</p> <p>(j) 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;</p>
<b>"Corporate Change Event Grace Period"</b>	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;
<b>"Corporate Resolvability Assessment (Structural Review)"</b>	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;

<p><b>“Critical National Infrastructure” or “CNI”</b></p>	<p>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:</p> <p>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</p> <p>significant impact on the national security, national defence, or the functioning of the UK;</p>
<p><b>“Critical Service Contract”</b></p>	<p>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;</p>
<p><b>“CRP Information”</b></p>	<p>means the corporate resolution planning information, together, the:</p> <p>(a) Exposure Information (Contracts List);</p> <p>(b) Corporate Resolvability Assessment (Structural Review); and</p> <p>(c) Financial Information and Commentary</p>

<p><b>“Dependent Parent Undertaking”</b></p>	<p>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;</p>
<p><b>“FDE Group”</b></p> <p><b>“Financial Distress Event”</b></p>	<p>means the Supplier, Subcontractors</p> <p>the credit rating of an FDE Group entity dropping below the applicable Financial Metric;</p> <p>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;</p> <p>there being a public investigation into improper financial accounting and reporting, suspected fraud or any other impropriety of an FDE Group entity;</p> <p>an FDE Group entity committing a material breach of covenant to its lenders;</p> <p>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;</p>



	<p>any of the following:</p> <p>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;</p> <p>non-payment by an FDE Group entity of any financial indebtedness;</p> <p>any financial indebtedness of an FDE Group entity becoming due as a result of an event of default;</p> <p>the cancellation or suspension of any financial indebtedness in respect of an FDE Group entity;</p> <p>or</p> <p>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;</p> <p>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</p> <p>any two of the Financial Metrics for the Supplier not being met at the same time.</p>
<b>“Parent Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Public Sector Dependent Supplier”</b>	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;

<b>“Strategic Supplier”</b>	means those suppliers to government listed at <a href="https://www.gov.uk/government/publications/strategic-suppliers">https://www.gov.uk/government/publications/strategic-suppliers</a> ;
<b>“Subsidiary Undertaking”</b>	has the meaning set out in section 1162 of the Companies Act 2006;
<b>“Supplier Group”</b>	means the Supplier, its Dependent Parent Undertakings and all Subsidiary Undertakings and Associates of such Dependent Parent Undertakings;
<b>“UK Public Sector Business”</b>	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

<p><b>“UK Public Sector / CNI Contract Information”</b></p>	<p>means the information relating to the Supplier Group to be provided by the Supplier in accordance with Paragraphs 3 to 5 and Annex 1;</p>
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## 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](mailto: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:

- (a) Exposure Information (Contracts List);
- (b) Corporate Resolvability Assessment (Structural Review);
- (c) 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.

3.4 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.

3.5 If the Appropriate Authority or Appropriate Authorities reject the CRP Information:

3.5.1 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

3.5.2 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).

3.6 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.

3.7 An Assurance shall be deemed Valid for the purposes of Paragraph 3.6 if:

3.7.1 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

3.7.2 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:

3.8.1 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;

3.8.2 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:

(a) 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

(b) 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:

- (a) summarising the information;
- (b) grouping the information;
- (c) anonymising the information; and
- (d) 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:

1.1 provide details of all agreements held by members of the Supplier Group where those agreements are for goods, services or works provision and:

(a) 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;

(b) 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

(c) involve or could reasonably be considered to involve CNI;

1.2 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:

1.1 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;

1.2 ensure that the information is presented so as to provide a simple, effective and easily understood overview of the Supplier Group; and

1.3 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:

1.1 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

1.2 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") And [insert name of Supplier] ("the Supplier")	
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: <ul style="list-style-type: none"> <li>[Buyer to insert] original Clauses or Paragraphs to be varied and the changed clause]</li> </ul>	
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

## Schedule 10: Buyers Statement of Requirements

The Buyer's Statement of Requirements, as provided in the clarification question phase of the sourcing process is replicated here and shall form part of the Contract between the parties. The Supplier agrees that it can meet the requirements as defined below.

### 1. PURPOSE

The Insolvency Service's Digital Innovation Team are looking to engage with an external supplier to do three things:

**Productionise four Proof of Concept (PoC) Use Cases** utilising Retrieval Augmented Generation (RAG) Generative Artificial Intelligence (Gen AI) technologies. This work has been tested over the last 6 months, so this piece of work is to put these PoCs into a live production environment.

**Work with the team to discover other instances where GEN AI may help the agency in particular making efficiency and productivity gains.** This work will require proof of concepts with the ability to push solutions live at pace. The team will operate a 'scan' 'pilot' 'scale' approach to the implementation of any new proof of concepts.

**Work with the team to put in place an External Chatbot** (it is anticipated that the same supplier hosted platform would be used for both internal and external Agents and that the platform license would need to be provisioned for a minimum of two years). The team would like the Chatbot to focus on FAQs pointing the 'Agent' to a pre-defined set of questions and answers and to other sources of information such as information on Gov.uk and other useful source material (guidance notes, internal and external handbooks etc).

The supplier should note that as this is externally facing there *may* be the requirement to pass a GDS assessment – successful accomplishment of this will be a key milestone so the supplier will be expected to be knowledgeable on what is required and to have considered all the relevant standards with regards to the Agent build.

Future opportunities may arise to expand the chatbot's capabilities. This should be considered during implementation and noted for potential future capability unlock. We anticipate there might be the need for integration with Dynamics case management systems, dataverse, data lake, API integrations, retrieval augmented generation and potentially use of agentic workflows and custom tools. The list is not exhaustive.

### 2. BACKGROUND TO THE CONTRACTING AUTHORITY

The Insolvency Service is the government agency that provides an internationally respected insolvency regime that helps rescue struggling businesses and allows those in debt to make

a fresh start. Our core purpose is to deliver confidence in the marketplace through supporting those in financial distress, tackling misconduct and maximising returns to creditors. We provide the framework to deliver public services that deal with personal and corporate insolvency and misconduct that can accompany or lead to it. Through this work we collaborate with range of partners from the corporate sector and a number of Whitehall departments.

At the core of our functions are the following responsibilities:

- Administering bankruptcies and debt relief orders.
- Looking into the affairs of companies in liquidation, making reports of any director misconduct.
- Investigating trading companies and take action to wind them up and/or disqualify the directors if there is evidence of misconduct.
- Acting as trustee/liquidator where no private sector insolvency practitioner is in place.
- Issuing redundancy payments from the National Insurance Fund.
- Working to disqualify unfit directors in all corporate failures and dealing with bankruptcy and debt relief restrictions orders and undertakings.
- Acting as an impartial source of information for the public on insolvency and redundancy matters.
- Advising ministers and other government departments and agencies on insolvency and redundancy related issues.
- Investigating and prosecuting breaches of company and insolvency legislation and other criminal offences.

The agency employs approximately 2000 employees spread across geographically dispersed sites, delivered from a mix of fee income, DBT funding and other funding sources. A hybrid working model is in place, meaning that staff spend some time in the office, some time working from home.

As an Executive Agency we have a number of business areas, outlined below:

Business Area	Function
Official Receiver Services (ORS)	Undertakes the administration of bankruptcies and compulsory liquidations; acts as Trustee in bankruptcy and Liquidator of insolvent company estates, realising assets for the benefit of creditors; and enforces the insolvency regime through targeted sanctions and appropriate enforcement action.

Investigation & Enforcement Services (IES)	Delivers a range of investigation and enforcement activities to support fair and open markets.
Redundancy Payments Service (RPS)	Makes payment of statutory redundancy, along with certain contractual debts, from the National Insurance Fund (NIF) owed to ex-employees of, mainly, insolvent employers.
Estate Accounting Services	Provides a number of different administrations, banking and scanning functions for the Insolvency Service, Insolvency Practitioners and the general public.
Debt Relief Order (DRO) Team	Responsible for the administration and management of debt relief orders.
Insolvency Practitioner Regulation Services	Overall responsibility for monitoring the activities of the bodies that authorise insolvency practitioners and improving standards within the insolvency profession.
Business Services Division (BSD)	Part of Operations, the directorate consists of several operation teams located nationally delivering a service on a variety of functions.
Change and Technology Services (CTS)	Brings together all of the agency's digital and change capability together in one place (the Digital Innovation team sits within this area).
Finance Commercial Sustainability and Property (FCSP)	Oversee and analyse the Agency's financial, commercial, property and sustainability activity
Legal Services Directorate	The directorate undertakes both criminal enforcement and civil litigation through disqualification and winding up proceedings.
People and Communications	Work with the business to deliver efficient, timely and effective people focussed solutions.
Strategy Policy Analysis	Deal with agency strategy coordination, insolvency policy and agency analysis (statistics, management information and other economist/ analysis functions) as well as providing oversight regulation of the insolvency practitioner profession.

Information on [insolvency statistics](#) and our [Annual Plan](#) can be found under the "About Us" section on the Insolvency Service section of the GOV.UK website.



The Insolvency Service employs a Service Integration and Management (SIAM) model to manage multiple Technology Service Providers. The SIAM Ecosystem is governed by CTS.

We also have several Suppliers who are not managed via the SIAM but are managed by CTS teams.

The successful supplier will not be managed by the SIAM integrator but will be expected to work with the SIAM integrator and SIAM partners to resolve incidents. The supplier will also be required to notify SIAM of any changes that may impact end users.

Expression or Acronym	Definition
Change(s)	Means any alterations which are made subject to the provisions of the Contract Change Control Procedure and/or the Operational Change Control Procedure
Incident	Means an event logged with The Supplier Service Desk by a Buyer User.
INSS	The Insolvency Service
Problem	Means a known or unknown root cause of one or more existing or potential Incidents.
Service Desk	Is the primary point of contact between the Buyer User and The Supplier for all Incidents and Service Requests
SIAM	Service Integration and Management
Total Contract Value	The full value of the contract being let under this sourcing exercise, for the full duration of the contract term. This value includes VAT.
Service Provider	A provider of services as part of the SIAM Ecosystem
[The] Buyer	The consumer of capabilities under the term of this Contract
[The] Supplier	The provider of capabilities under the term of this Contract to the Customer
Users	All INSS Staff both permanent and contractor

Variation Agreement	The contractual mechanism and addendum to the Terms and Conditions of this Contract that shall amend, vary, extend or otherwise alter this Contract. It shall be agreed by both parties to the Contract.
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4.

## DEFINITIONS

Expression or Acronym	Definition
INSS	Means ‘The Insolvency Service.’
CTS	Means the ‘Change and Technology Services’ directorate within The Insolvency Service.
AI	Means Artificial Intelligence.
RAG	Means Retrieval Augmented Generation.
Gen AI	Means Generative Artificial Intelligence.
PoC	Means Proof of Concept.
DDaT	Means Digital, Data and Technology.
Use Case	Means a specific Insolvency Service task, function, or service in which a product or service could potentially be used:
DBT	Means Department for Business and Trade.
The Authority	Means The Insolvency Service.
PO	Means Purchase Order.
SME	Means Subject Matter Experts.

## 5. SCOPE OF REQUIREMENT

The requirement is for the design, build and support of several RAG Gen AI models for the Authority to use.

This will include productionising models previously tested and developing new ones – working with the Insolvency service in a collaborative way to experiment with different uses of the technology.

The requirement also includes a customer facing external Chatbot capable of referencing multiple data sources - detailed Q&A's and source material will be provided. This may require a full GDS assessment in which case timelines will be adjusted accordingly.

Productionising four existing use cases and the external Chatbot must take place in 2025/26. Additional Agents that can be added onto the supplier platform can be explored throughout 2026/2027 and should include opportunities to do both proof of concepts and productionise work where it is deemed successful/ value add to our Agency.

The supplier platform costs will be funded for two years following which the Agency will take a decision on whether/how to make further provision.

The supplier will be required to undertake a supplier assurance report with our cyber security team. As some use cases might require the handling of personal identifiable information (PII) and sensitive data, ISO 27001 certification is an essential requirement.

The supplier will be expected to share knowledge with the internal development team resource, existing/new SIAM suppliers, and to leave the Insolvency Service with the relevant guidance required should we want to further develop Chatbots internally, or should we wish to move the hosting of the Chatbots into our own Azure infrastructure environment at a later date.

The supplier will be expected to host the solution as a SaaS solution using Microsoft Azure using UK or EU/EAA hosted LLMs.

## **6. THE REQUIREMENT**

The work should cover the following:

### Productionise 4 use cases already piloted.

The team have 4 Use Cases which need to be productionised at pace. In the proof-of-concept stage the 'Agents' were grounded in data from the four knowledge areas (the Employment Matters section on the intranet, the Enforcement and Investigator Guidance material from the intranet, the Customer Services Team Wiki, and Investigations and Enforcement Services case data). In the proof of concept, a snapshot was extracted for each of these (for the live versions the data will need to be taken from it's actual source). For the production versions a process automation workflow will need to pull the data on a regular basis (timing and frequency to be agreed) - this is to ensure any amends to source content are reflected in the live Agent.

### Proof of Concept Design:

For new proof of concept activity (we would like to pursue a minimum of two), design and build a PoC that demonstrates the feasibility and value of the proposed RAG Gen AI solution. Work with the INSS, including SMEs to define the objectives, success criteria and metrics. Also include reference to data collection, data preparation, data management, data refinement and RAG Gen AI training model refinement. Include reference to systems of monitoring and maintenance, change management, legal and compliance and continuous improvement. Include also the costings and ability to productionise these at pace should the team wish to do so. A key requirement is for any new PoCs to target areas where the most efficiency gains or savings can be achieved.

When productionising PoCs the team have delivered previously, and when developing new proof of concepts, the supplier is required to iterate and improve newer and additional agents,

with newer datasets and or data pipelines, collaborating with experts from the business to test, review and iterate.

The supplier's platform should provide a method for which the Insolvency Service can complete ongoing evaluation and tuning to help optimise the performance of Agents post go live (for example, access to a back end/evaluation tool).

### External Chatbot

The Insolvency Services Customer Service Team currently receive many enquiries which are things which could be answered by simple FAQs or are things which are already in place on Gov.uk pages. By using an external Chatbot the ambition is that both call and email volumes into the customer services team can be significantly reduced. The supplier is required to develop a chatbot which can play back as many question responses as possible. Source data is likely to include FAQs, internal/external manuals and Gov.uk content.

The supplier is also requested to consider how the email channel could also be reduced or efficiencies could be gained (automated responses, email filtering, pre-drafted emails for example). A key measure of success for this proof of concept will be the reduction of customer contact because they are better able to self-serve.

### Roadmap Development:

The supplier will be required to create a roadmap for the implementation of all the activity being delivered. They should outline the phases of implementation, include milestones and key deliverables. Also include reference to data collection, data preparation, data management, data refinement, RAG Gen AI agent refinement, model fine-tuning and use of multiple models if appropriate. They should include reference to systems of monitoring and maintenance, change management, legal and compliance and continuous improvement.

### Underlying Infrastructure

The supplier will be expected to provide the infrastructure required for production. We would expect the product to contain the following:

- Establish a way of uploading documentation to a repository.
- Establish a database for vectorisation.
- Establish an embeddings model.
- Establish a mechanism to parse and chunk up data.
- Establish a mechanism to transform chunks to embeddings and store in a vector database.
- Establish a mechanism to conduct BM25 type searching.
- Establish a mechanism to convert input to embeddings, match against the vector and retrieve relevant chunks.
- Establish an integration to large language models.

- Establish an Agent framework to store and retrieve vectorised data following a particular set of instructions.
- Establish a multi-Agent framework to ensure agents can collaborate with one and another.
- Establish an intelligent routing engine within the multi-Agent framework that can route user queries to the correct Agent depending on Agent purpose.
- Establish an evaluation module to measure certain metrics and make a judgement across various factors.
- Establish a UI for users to use to manage the GenAI Agents and the ecosystem following go-live.
- Establish a feedback module where users can input their feedback and directly incorporate this into the evaluation model.
- Establish an application architecture which is secure, reliable, cost effective, performant, and operational, in the UK.
- Establish a data architecture which is secure, reliable, cost effective, performant and operational, in the UK.

#### Benefits, Metrics and Key Performance Indicators (KPIs):

The supplier will be asked to define measurable KPIs and benefits that will be used to assess the success of the RAG Gen AI initiatives. Establish baseline metrics for the current state and set targets for improvement that can be tracked over time.

#### Legal and Compliance:

Ensure that RAG Gen AI initiatives comply with legal and regulatory requirements. Consider industry-specific regulations / frameworks that may impact the implementation of AI technologies such as [AI Playbook for the UK Government](#), GDS [Guidance](#) and [Service Standards](#), and the [Technology Code of Practise](#)

#### Documentation:

Document all aspects of the work including findings, architectural designs/blueprints, analysis as the Agents iterate and any suggested recommendations for further improvements. Present these in an editable format as agreed by the team.

#### Dependencies:

Consider factors like scalability, security, intellectual property rights, available or required controls and compatibility with existing INSS systems and architecture, ensuring compliance with current CTS technology principles and applicable UK Government Technology, Digital and AI frameworks & guidance.

#### Risk Assessment:

Identify potential risks, issues and challenges associated with the deployment of RAG Gen AI technology upon the INSS, such as data privacy, compliance, security, intellectual property rights, ethics, societal impact, bias, transparency and accountability. Where possible suggest any required mitigations for key risks.

The chosen supplier will be expected to have the following skills and capabilities to support the development/ roll out of the required technology:

- Experience of the Azure platform, including PaaS components, Dynamics 365 and Sharepoint.
- Experience building retrieval augmented generative AI chatbots using multiple LLMs.
- Experience building agentic AI workflows, including agent self-routing and tool usage
- Experience using Azure AI Foundry.
- Experience developing CDDO compliant digital services from Discovery to at least Public Beta, including experience of GDS assessments.
- Experience and knowledge of the GDS design system, Service Manual and Technology code of Practice, delivering solutions which meet these standards.
- Experience with web service technologies, specifically REST services, JSON and the OpenAPI specification.
- Experience of integrating chatbots and RAG with various data sources, including API's, databases, file stores, web scraping and SharePoint.
- Experience of chunking and vectorisation of documents to be included in vector databases for RAG purposes.
- Have experience of deployment including go-live, early life support, training, user guides, service calls.
- Have experience of delivering and developing training for end users and train-the-trainer.
- Experience building accessible websites adhering to legal standards for externally facing websites e.g. WCAG standards, PECR.
- Experience of quality assurance through system testing, user acceptance testing, code quality checks, automated end-to-end testing, including front end testing for web applications and API testing.
- Experience with specific testing required for generative AI solutions, including prompt-response validation, input handling, precision, recall, bias, toxicity, prompt injection and other relevant accuracy and security testing.
- Experience of delivering performance testing, scalability testing, operational acceptance testing and wider non-functional requirement testing.
- Experience delivering supporting technical documentation, high-level and low-level architectural designs, data architecture.
- Experience of supporting assurance activities through Architectural Review Boards, CDDO (formerly GDS) Service Assessments and OGC Gateway Reviews.
- Experience of supporting the system handover to a suite of service providers under a SIAM model including knowledge transfer.

## **7. SME, SUSTAINABILITY & SOCIAL VALUE OPPORTUNITIES**

### **7.1 SMEs**

The Supplier shall proactively support the government's commitment to support Micro, Small and Medium enterprises (SMEs) and the role of Voluntary, Community and Social Enterprise (VCSEs) in public procurement.

- The [Definition of an SME](#).
- [The role of Voluntary, Community, and Social Enterprise \(VCSE\) organisations in public procurement](#).

The supplier shall positively encourage and support SMEs to become part of its supply chain.

The Supplier shall enable accessibility through promotion of supply chain opportunities with SMEs and Social Enterprises.

The Supplier shall endeavour to use Supply chain processes that enable the participation of SMEs and VCSEs.

The Supplier shall provide support to all SMEs and VCSEs within the contract supply chain to ensure the required standards for quality, delivery and Deliverables information are fully met.

## 7.2 SUSTAINABILITY & SOCIAL VALUE

The [Public Services \(Social Value\) Act \(2012\)](#) requires relevant public authorities that commission public service contracts to consider how they can secure wider social, economic and environmental benefits. Our [Sustainability Strategy](#) sets out the Agency's overarching objectives to reduce our impacts and realise opportunities for improvement.

Where appropriate, the Supplier shall assist the Agency in achieving its Greening Government Commitments (GGCs), current iteration detailed on [Greening Government Commitments 2021 to 2025 - GOV.UK \(www.gov.uk\)](#) i.e. Reduce CO<sub>2</sub> emissions through energy consumption and travel, reduce water consumption and waste produced. The Supplier shall assist the Agency in achieving objectives set out in future iterations of the GGCs.

In line with Government commitments, the Supplier shall provide the specified products and services without the use of single use plastic, including packaging.

The Supplier shall be committed to, and if requested be able to evidence, continual environmental improvements in their own organisation (ideally through a certified EMS, i.e. ISO 14001).

If available, the Supplier shall provide a copy of their sustainability or environmental policy.

If requested, the Supplier shall provide data on carbon emissions related to the products and / or services being supplied to aid with scope 3 emission calculations and other Government reporting requirements.

All products and services procured by the Agency must comply with the Government Buying Standards (GBS). Further information, including details of each standard can be found on <https://www.gov.uk/government/collections/sustainable-procurement-the-government->

[buying-standards-gbs](#) The Supplier must be able to meet, and if requested, evidence compliance with the relevant GBS.

The Supplier shall continually aim to travel sustainably whilst conducting Agency business or attending an Agency site.

The Supplier shall ensure that any activities conform to the overarching principles of the Greening Government ICT and Digital Services Strategy, current iteration detailed on <https://www.gov.uk/government/publications/greening-government-ict-and-digital-services-strategy-2020-2025/greening-government-ict-and-digital-services-strategy-2020-2025>. The strategy outlines the Government's vision to be a global leader in sustainable ICT. The Supplier must confirm their understanding and acceptance of this strategy, and support the Agency in delivering the objectives of future iterations.

We understand that the goods and services that we procure have an impact on the environment both locally and globally. Our Environmental Policy (see section 2.3 of our [Sustainability Strategy](#)) sets out our objectives to reduce and mitigate these impacts. We also expect our suppliers to demonstrate how they will meet these objectives when operating on our behalf. We expect our suppliers not only to meet the requirements of our Environmental Policy in their direct operations, but also in their onwards supply chains. We reserve the right to request evidence from suppliers that they are managing and taking action within their own supply chain in accordance with our requirements.

Our suppliers must be both compliant with all applicable environmental legislation e.g. the [Waste Regulations](#) and [The Environment Act \(2021\)](#); and demonstrate alignment with existing and upcoming International and National priorities e.g. [Sustainable Development Goals](#) (SDGs) and the UK's [25 Year Environment Plan](#)<sup>(OBJ)</sup>. We also expect our suppliers to demonstrate best practice and support innovative approaches, including the application of Circular Economy Principles.

The Agency is committed to achieving wider Social Value benefits and opportunities in its procurement activities in line with [government requirements](#). The Agency is committed to helping to create new businesses, jobs and new skills; to increase resilience and capacity within our supply chain; to improve health and wellbeing; build stronger communities; reduce the disability employment gap; and tackle inequality, including reducing the risk of Modern Slavery occurring in our supply chain.

Modern slavery is a pervasive global issue that can exist within any supply chain. It involves the exploitation of individuals through force, fraud, or coercion. As a responsible organisation, we are committed to minimising the risk of modern slavery within our supply chain. We expect our suppliers to adhere to the highest ethical standards and to implement measures to prevent, detect and report any instances of modern slavery.

Section 54 of the UK Modern Slavery Act (2015) requires commercial organisations operating in the UK with an annual turnover in excess of £36m to produce a 'slavery and human



trafficking statement for each financial year of the organisation'. Where applicable, this must be provided by the Supplier upon award of contract and throughout the life of the contract (if more than one year).

We are committed to working with our suppliers to understand where Modern Slavery risks lie within our supply chain and work together to address these. Details of any specific requirements in relation to Modern Slavery will be set out further in this statement of requirements below and aligned to our Terms and Conditions of Contracts.

Based on government best practice INSS shall, using the Risk Assessment of Modern Slavery (RAMS) tool, risk assess all procurements / contracts above £1m (Total Contract Value) prior to Contract Award against the following 6 areas:

- industry type – for example those that involve raw materials and are labour intensive;
- nature of workforce - for example reliance on temporary or low skilled labour;
- supplier location – some countries have a higher predicted risk of modern slavery;
- context in which supplier operates – for example high levels of poverty and unemployment;
- commodity type – for example imported products as identified in the Global Slavery Index;
- business/supply chain model – for example sub-contracting and complex supply chains.

For all contracts that have been assessed as at medium or high risk (as a result of completing the RAMS Tool), suppliers will be required to complete a self-assessment of their business using the Modern Slavery Assessment Tool (MSAT). The Supplier will be required to complete the MSAT within 60 days of contract award. The Supplier must work pro-actively with the Agency to address actions highlighted by the MSAT report generated by the assessment to agreed timescales throughout the life of the contract.

## **8. QUALITY & STANDARDS**

In line with G-Cloud 14 (RM1557.14) framework, the supplier shall hold the following certifications:

- Cyber Essentials Plus.
- ISO 27001 Information Security Management Systems – Awarded via a UKAS accredited body.

The Supplier insurance(s) required will be in line with G Cloud 14 (RM1557.14) framework:

- A minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.

- Professional indemnity insurance cover to be held by the Supplier. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law).
- Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.
- Data Protection (GDPR) to be in line with G Cloud 14 (RM1557.14) framework.

## 9. SECURITY REQUIREMENTS

The Supplier shall comply with all requirements of 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 accessible via the link below:

<https://www.gov.uk/government/publications/government-baseline-personnel-security-standard>

The Supplier personnel have the appropriate security clearance at the commencement of the contract and that is maintained throughout the performance of the contract and comply with any additional security clearance requirements as requested by INSS.

The Supplier provides details of its personnel security procedures to INSS along with contact details of all personnel involved in the performance of the contract as requested.

All services must be delivered from the UK or EU/EAA.

If the agency provides any IT equipment to the Supplier for use in delivery of services, then this equipment may not be taken out of the UK and used, without the express prior written consent of the agency.

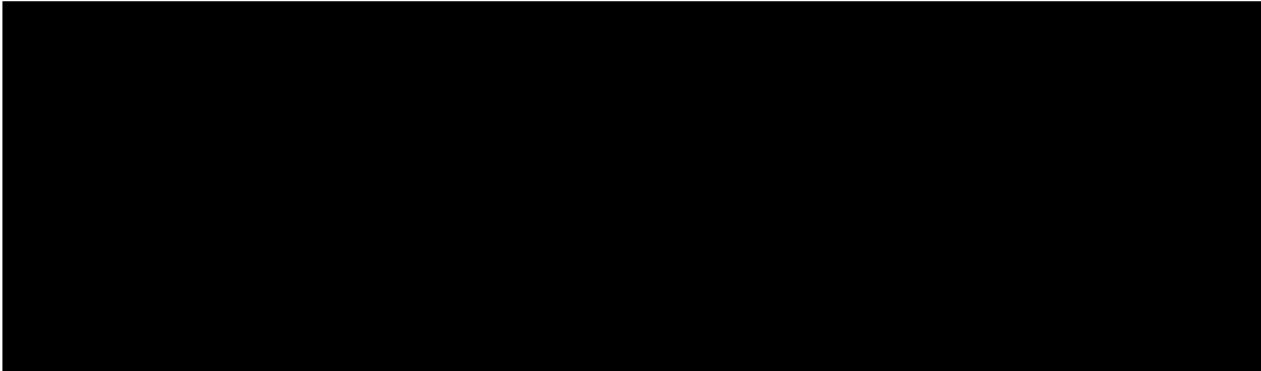
The Successful Supplier will be asked to complete a Statement of Assurance Questionnaire Template. This template has been designed to enable Government Departments to gain a level of assurance from suppliers and service providers with regard to the security of our assets throughout the lifetime of the contract and potentially beyond.

## 10. KEY MILESTONES

The Potential Provider should note the following project milestones that the Authority will measure the quality of delivery against:

Milestone	Description	Timeframe
1	Project plan including key milestones to be produced (include timelines for productionising existing PoCs, working on new PoCs, and implementing an external chatbot).	Within week 1 of Contract Award.

2	Four existing proof of concepts productionised.	Supplier to state what is realistic.
3	External Chatbot capability developed and tested (metrics and success criteria to be agreed beforehand).	Supplier to state what is realistic.
4	External Chatbot GDS assessment passed (if applicable)	Within x months of contract award. (Insolvency Service to confirm if applicable).
5	External Chatbot goes live.	Within x months of contract award.- Supplier to confirm what is achievable based on whether a GDS assessment is or is not required.
6	New proof of concepts identified alongside metrics/success criteria.	Within 3 months of Contract Award
7	New Proof of concepts go live.	To be agreed upon contract commencement noting some of these may drop into the second financial year.
8	Sessions with internal development team to run through chatbot solution and run some internal training sessions.	Supplier to state what is realistic.
9	Draft report and presentation iterated with the project team.	36 weeks
10	Final report and presentation including summary of all activity and findings and any recommendations for future activity.	40 weeks



## **11. AUTHORITY'S RESPONSIBILITIES**

The Authority shall:

- Provide information on previous proof of concepts.
- Work with the supplier to generate any new ideas around future PoCs providing internal insight into opportunity areas.
- Ensure access to business and technical stakeholders as required.
- Lead on logistics for all workshops and forums.
- Provide data to be used.
- Suitable Authority IT, office equipment and necessary permissions for the use of the Supplier.
- Reasonable access to Authority personnel and information as reasonably requested.

## **12. REPORTING**

The supplier will produce a brief weekly progress report to support the Digital Innovation Team.

This should highlight, but not be limited to, achievements since last report, any slippage, risks, issues, dependencies, priorities, next tasks planned.

## **13. SERVICE LEVELS AND PERFORMANCE**

KPI/SLA	Service Area	KPI/SLA description	Target
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1	Non-Functional Requirement	Supplier to fulfil the NFR's as attached in the annex	To be monitored throughout the project
2	New PoC discovery	New PoCs are discovered as set out in the SoR	Timeline to be provided by supplier
3	External Chatbot implemented	Implemented with or without a service assessment (meeting requirement of our sponsor dept).	Timeline to be adjusted and agreed accordingly.
4	Internal PoCs productionised	Internal PoCs implemented.	As soon as possible.

The

Buyer may seek remedies for poor Supplier performance. If the Supplier fails to perform in a manner that is satisfactory to the Buyer, the Buyer may take one or both of the following actions:

The Buyer requires that the Supplier develop and submit a corrective action plan to improve poor performance. This plan shall be provided within ten working days and reviewed and approved by the Buyer.

The Buyer may recover payments from the Supplier by Service Credits.

Service Credits will be considered when continual poor performance (3 months in a row) is observed, the entitlement shall be calculated by the Service Provider and the Buyer at the Service Review Meeting.

Service Credits will be paid to the Buyer directly, or a credit note issued by the Service Provider, and subsequent invoices will be reduced to reflect such a Service Credit, in accordance with the invoicing procedures.

In respect of any monthly Service Period, the total Service Credit payable by the Service Provider to the Buyer is capped at 20% of the Monthly Service Charge paid or payable in respect of that month relating to the Charges for the Service identified in the Order Form.

In respect of each Service Level measured during the monthly Service Period:

- If the Actual Service Level achieves the Target Service Level, Service Credits will not apply,
- If the Actual Service Level is below the Target Service Level, Service Credits will be calculated and applied. The decision to waive a Service Credit is entirely at the discretion of the Buyer.

The Buyer also reserves the right to request a Rectification Plan for recurring SLA failures which are not sequential.

Service Provider performance on execution of any Project work will also be monitored for quality and timeliness of delivery as a separate activity, with details captured in any Project Statement of Work

#### **14. CONTINUOUS IMPROVEMENT**

The Supplier will be expected to continually improve the way in which the required Service(s) is/are to be delivered throughout the Contract duration.

Changes to the way in which the Service(s) is/are to be delivered must be brought to the Buyer's attention and agreed prior to any changes being implemented.

#### **15. CONTRACT DURATION**

The contract duration is for a period of 24 months.

#### **16. CONTRACT AND SERVICE MANAGEMENT**

The Buyer operates a Contract Management Policy which segments contracts according to their strategic importance, value and risk profile, and applies proportionate contract management discipline. The Buyer will appoint a dedicated Commercial Business Partner responsible for ongoing commercial assurance and contract management activity, to support the Business owner that is responsible for contract related matters on a day-to-day basis.

Contract Management will primarily operate as an integral part of pre-existing meetings, for example the quarterly Relationship Management Meetings. It should be noted that additional ad-hoc meetings may be required to address specific contract matters.

Areas of ongoing commercial assurance which the successful Supplier will need to support include but not limited to:

Maintaining an up-to-date configuration-controlled copy of the Contract documentation and any variations agreed via the Change Control process. Monitoring of overall Contract spend against the Total Contract Value.

Periodic refresh of the Supplier's financial viability risk assessment.

Commercial risk review.

Exit Management shall be in accordance with the agreed contractual terms.

## **17. CONTRACT CHANGE PROCESS.**

The parties can request in writing a change to the Contract if it is not a material change. Once implemented, it is called a Variation.

The Contract may be varied at any time during its term by a Variation agreement which has been agreed and signed by both the successful Supplier and the Buyer.

If a variation is to be proposed by either the Buyer or the successful Supplier, a draft Variation Agreement will be served for review. A variation will only be implemented once approved and signed by both the Supplier and the Buyer.

The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a variation request. This includes any changes in the Supplier's supply chain.

## **18. STAFF AND CUSTOMER SERVICE**

The Authority requires the Supplier to provide a sufficient level of resource throughout the duration of the contract in order to consistently deliver a quality service to all Parties.

The Supplier's staff shall have the relevant qualifications and experience to deliver the Contract successfully.

The Supplier shall ensure that their staff understand the Authority's vision and objectives and will provide excellent customer service to the Authority throughout the duration of the Contract.

## **19. INTELLECTUAL PROPERTY RIGHTS (IPR)**

The agency retains ownership of any and all IPR associated with the documentation produced in the completion of this work.

## **20. PRICE**

The Authority preference is for a Fixed Price, Outcome-based response to pricing. Payment made on achievement of required outcomes.

The pricing model should also include a "T-shirt sizing" price framework for the onboarding of new services during the lifetime of the contract.

Prices, excluding VAT are to be submitted to the Authority on a financial model template via the In-tend e-procurement system. The financial model will be provided as a separate document in the In-tend e-procurement system.

## **21. PAYMENT**

The Insolvency Service recognises the importance of prompt, fair and effective payment in all businesses. Being paid promptly for work done ensures businesses have a healthy cash flow. In accordance with the Regulations, the Insolvency Service includes 30 calendar day payment terms in all new public sector contracts and will work with contracted suppliers to ensure that this payment term is passed down the supply chain.

To support this commitment, the Insolvency Service [does/will] with effect from the 12<sup>th</sup> April 2023, operate a No PO (Purchase Order) No PAY (Payment) policy. All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid and we are encouraging all suppliers to adopt to this approach before the 12<sup>th</sup> April 2023.

A valid Supplier Invoice shall include the following:

Valid Insolvency Service Purchase Order Number.

Insolvency Service Contract Reference Number (if applicable).

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 of the contract 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, with Supplier Invoices requiring a valid Insolvency Service PO number to be accepted and paid. 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.

Payment can only be made following satisfactory delivery of pre-agreed certified products and deliverables.

Before payment can be considered, each invoice must include a detailed elemental breakdown of work completed and the associated costs.



## Schedule 11: Suppliers Response to Clarifications and Proposal.

The Supplier's response to clarification questions and proposal is provided here and shall form part of the Contract between the parties;

# Proposal - Advancing Generative AI at The Insolvency Service

## Introduction

Building on the successful completion and positive evaluation of four GenAI Proof of Concepts (PoCs), The Insolvency Service is now poised to enter the next transformative phase of its AI journey. This next phase focuses on operationalising the demonstrable benefits of generative AI by moving from experimentation to scaled, secure, and sustainable implementation across both internal and external-facing services.

## Key Objectives of the Next Phase

### 1. **Productionising the Four PoCs**

The Employment Matters (EM), Chief Executive Office's Technical Team (EIG), Customer Service Team (CST), and Investigation and Enforcement Service (IES) agents will be transitioned into fully operational tools within the 2025/26 financial year. This will involve embedding the agents into existing systems, integrating live data sources to maintain a single source of truth, ensuring UK or EU-based hosting and compliance with cyber security and accessibility standards, and training internal teams for continuous evaluation and improvement.

### 2. **Development of a Citizen-Facing Chatbot**

A new, externally-facing GenAI chatbot will be developed, trained initially on a curated set of frequently asked questions and supplemented with content from gov.uk and other reliable data sources. This service will be designed in alignment with the GDS Service Standard and Style Guide, with appropriate hand-off mechanisms to the CST team for unresolved queries. Subject to scope, this may require a formal GDS assessment to ensure compliance and public trust.

### 3. **Exploration, Prototyping, and Deployment of Additional Use Cases**

We will be conducting extensive discovery and proof-of-concept work throughout both the 2025/2026 and 2026/2027 financial years. This will support the targeted exploration and prototyping of new GenAI applications to further improve **operational efficiency** and **staff productivity**, ensuring that momentum is sustained and opportunities are rapidly turned into tangible outcomes. Those use cases that prove successful in proof-of-concept (PoC) and proof-of-value (PoV) stages will be productionised and embedded into operational processes.

## Requirements

### Platform / Infrastructure Requirements


The Great Wave AI platform is an **Azure-hosted, SaaS platform**, which can be isolated to **UK** or **EU** datacentres.


It includes the following features and functionality:

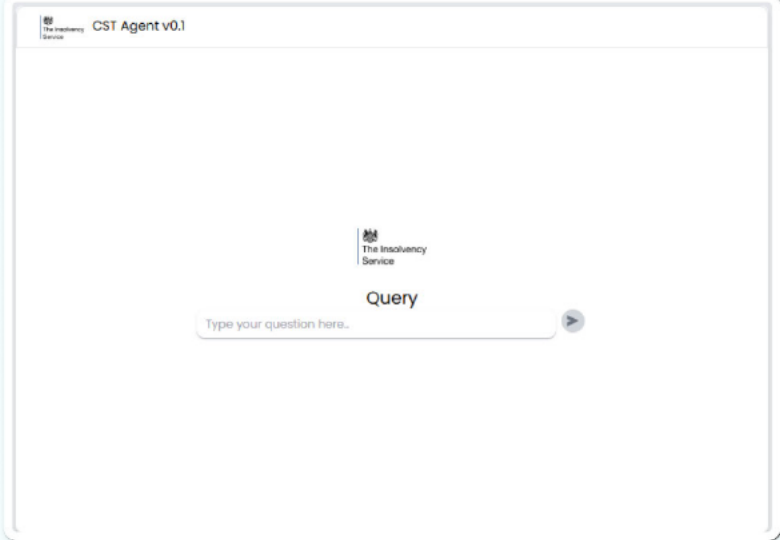

- A secure and user-friendly mechanism for uploading documents to a central repository.
- A dedicated database designed for vectorisation of content.
- An integrated embeddings model to support semantic understanding.
- A system for parsing and chunking data into manageable segments.
- A pipeline for converting data chunks into embeddings and storing them in a vector database.
- A BM25-style keyword-based search capability for high-precision information retrieval.
- A process to convert user input into embeddings, match against stored vectors, and retrieve the most relevant chunks.
- Seamless integration with large language models to enable advanced language understanding and generation.
- An Agent framework for storing and retrieving vectorised data according to defined instructions.
- A multi-Agent framework enabling collaborative interactions between multiple GenAI Agents.
- An intelligent routing engine within the multi-Agent framework to direct queries to the most suitable Agent based on its function.
- An evaluation module for assessing system performance across key metrics and making informed decisions.

- A user interface for managing GenAI Agents and the broader ecosystem post-deployment.
- A feedback module allowing user input to be captured and incorporated into the evaluation process.
- A mechanism for adding and running natural language security guardrails.
- A secure, reliable, cost-effective, high-performance, and operationally sound application architecture based in the UK.
- A secure, reliable, cost-effective, high-performance, and operationally sound data architecture based in the UK.
- The ability to toggle a **GDS compliant front-end**, that can be deployed both internal and citizen facing.

## Requirements for Productionising the Four PoCs

	MUST	<p><b><i>Integration with live data sources</i></b></p> <p><i>To maintain a single source of truth, the Agents will be integrated with live data sources (i.e. the Intranet and the CST wiki) to refresh whenever there are changes to the source data.</i></p> <p><i>We have already had a conversation with Bryan, Chief Technology Officer, and have confirmed that the Microsoft automation stack (Power Automate and/or the Azure automation tools including Function Apps or Logic Apps) would be the most appropriate technology.</i></p> <p><i>Prolifics, the Insolvency Service process automation supplier, could be engaged during a production phase to complete this work with the support of Great Wave AI.</i></p> <p> <b>Outstanding Action:</b></p> <ul style="list-style-type: none"> <li>- <i>We are awaiting feedback from Bang (the Intranet provider) and the CST team regarding API endpoints that are available for integration. If API endpoints are not available, process</i></li> </ul>
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		<i>automation led web scraping would be the next option. This is an action to pick-up during Production.</i>
	MUST	<p><b>Training of INSS domain teams on Agent continual improvement</b></p> <p><i>Great Wave AI will train a domain expert from each team to use the evaluation screen, including key things to look out for to simplify the process.</i></p>
	MUST	<p><b>Platform BAU Handover</b></p> <p><i>During production rollout, it will need to be decided whether administration of the Great Wave AI platform would be handed to a BAU team to administer. It would require minimal effort as the main continual improvement activity would be taken on by domain teams.</i></p> <p> <b>Outstanding Decision:</b></p> <ul style="list-style-type: none"> <li><i>- INSS need to decide whether the overarching platform administration would be taken over by a BAU team.</i></li> </ul>
	MUST	<p><b>Surfacing Channels</b></p> <p><i>The Agents currently surface via the test front-ends provided by Great Wave AI:</i></p>

		 <p><i>Figure 1 - The Great Wave AI test front-end</i></p> <p><i>We will surface the Agents where the users are already familiar (i.e. in the Intranet for 2 and in the CST wiki for the other). The Agents front-end can surface in multiple places and be integrated into multiple places at the same time. Changing the Intranet will have minimal impact (it will likely incur a few days' effort to re-implement the front-end on the new Intranet).</i></p> <p> <b>Outstanding Action:</b></p> <ul style="list-style-type: none"> <li>- <i>We are awaiting feedback from Bang and the CST Wiki team on options for deploying an Agent within those tools. An embeddable iFrame is available as one option. This Action will need to be closed during Production.</i></li> </ul>
	MUST	<p><b>Data Improvements</b></p> <p><i>INSS teams will need to improve their underlying data for a production version, as the Agents rely on data being accurate and up-to-date.</i></p> <p><i>ELG is going through a programme at the moment to re-map their data and ensure it's divided into clear categories and business areas, which will support quality in a production version of the GenAI Agent.</i></p>

	MUST	<p><b>Disclaimer</b></p> <p><i>There will be a disclaimer on the different pages that explain the Agent is using GenAI and therefore answers must be checked by humans before being used.</i></p>
	MUST	<p><b>Business Change</b></p> <p><i>Business change will be required to train individuals who weren't involved in the PoC process on how to get the most from GenAI – what it's good at, it's limitations, how to phrase questions, etc. Upon asking colleagues to test the agents there were no issues with understanding how to use the Agent or issues inputting questions so the business change element is not thought to be extensive.</i></p>
	MUST	<p><b>UK or EU Hosting</b></p> <p>The platform and any Agents must be hosted exclusively within the UK or EU as per guidance from the Insolvency Service Cyber Security Team.</p>
	MUST	<p><b>Accessibility</b></p> <p>Accessibility testing will be performed on the surfaced Agents to ensure they can be used with accessible technology. Note Accessibility testing was conducted within the pilot and no issues were noted from those trialling the Agents.</p>
	MUST	<p><b>Security</b></p> <p>The GenAI Agents need to go through Red Teaming (where we or another organisation simulates attacks or probes for weaknesses to test the robustness of the security measures in place) or security assessment prior to go-live.</p> <p>These costs are not included. The T&amp;M Pot described in 'Pricing Summary' can be used for Great Wave AI to perform this Red Teaming exercise on the Agents. Alternatively, Great Wave AI can work alongside an Insolvency Service third-party for a Red Teaming activity.</p>

	MUST	<p><b>Speed and LLM Choice</b></p> <p>The production version will use a faster LLM (GPT4o or GPT4mini) to ensure speed of response without loss in quality.</p> <p>When future models are released, the following will apply:</p> <ul style="list-style-type: none"> <li>- Models that are incremental upgrades (e.g., gpt-4.1, gpt-4.1-mini, and gpt4.1-nano) will be included within the platform at <b>no additional cost</b>. The advanced reasoning models (e.g., o1 or o1-pro <b>are not included</b> but can be provisioned at additional cost).</li> </ul> <p>Great Wave AI will release additional models during platform upgrades and Platform administrators can select the new models via the Platform GUI for each Agent. This is subject to their availability within Azure Open AI Service on pay-as-you-go within the EU region.</p>
	SHOULD	<p><b>Conversational Capability</b></p> <p>We will allow the Agents to be conversational (i.e. additional questions can be asked on a returned answer) rather than “one-shot” as they are for the proof-of-concept (depending on appetite from Insolvency Service).</p>

## Requirements for Citizen Facing Agent

### Customer/Citizen Facing Agent

	MUST	The Agent would be trained on the most common FAQs received by the CST team.
	MUST	The Agent would be aligned to the GDS Service Standard and the GDS Style guidelines
	MUST	<p>The Agent will allow handoff to the CST team.</p> <p>The initial build of the Agent will likely hand-off to the CST email inbox but this will be confirmed during discovery.</p>
	SHOULD	The Agent would surface via multiple channels (e.g. email, webchat, etc).



	SHOULD	The Agent will be trained on other content (e.g., information on GOV.UK)
	NICE	The Agent will allow more complex handoff to the CST team, potentially straight into web-chat. This will be a This functionality will look to be added in a future iteration of the Agent and will not be live for the first version.

The CST team expressed interest in the ability to have a customer facing GenAI Agent that answered simple FAQs – reducing the volume of traffic coming into the CST team and improving customer/citizen experience.

The project phases for this would likely be:

#### **Phase 1**

The Agent would be trained on the most common FAQs and simple internal/external manuals.

#### **Phase 2**

The Agent would be tested internally, in parallel, alongside the CST team to validate quality and accuracy

#### **Phase 3**

The Agent would surface via <https://www.gov.uk/government/organisations/insolvency-service> in compliance with GDS standards. This would likely do hand-off to the CST team via email.

#### **Phase 4+**

Future phases will consider multiple channels and more mature handoff processes, including direct integration with contact centre solution.

## Supplier Skills, Capability, and Assurances

### **Great Wave AI has the following skills and capabilities:**

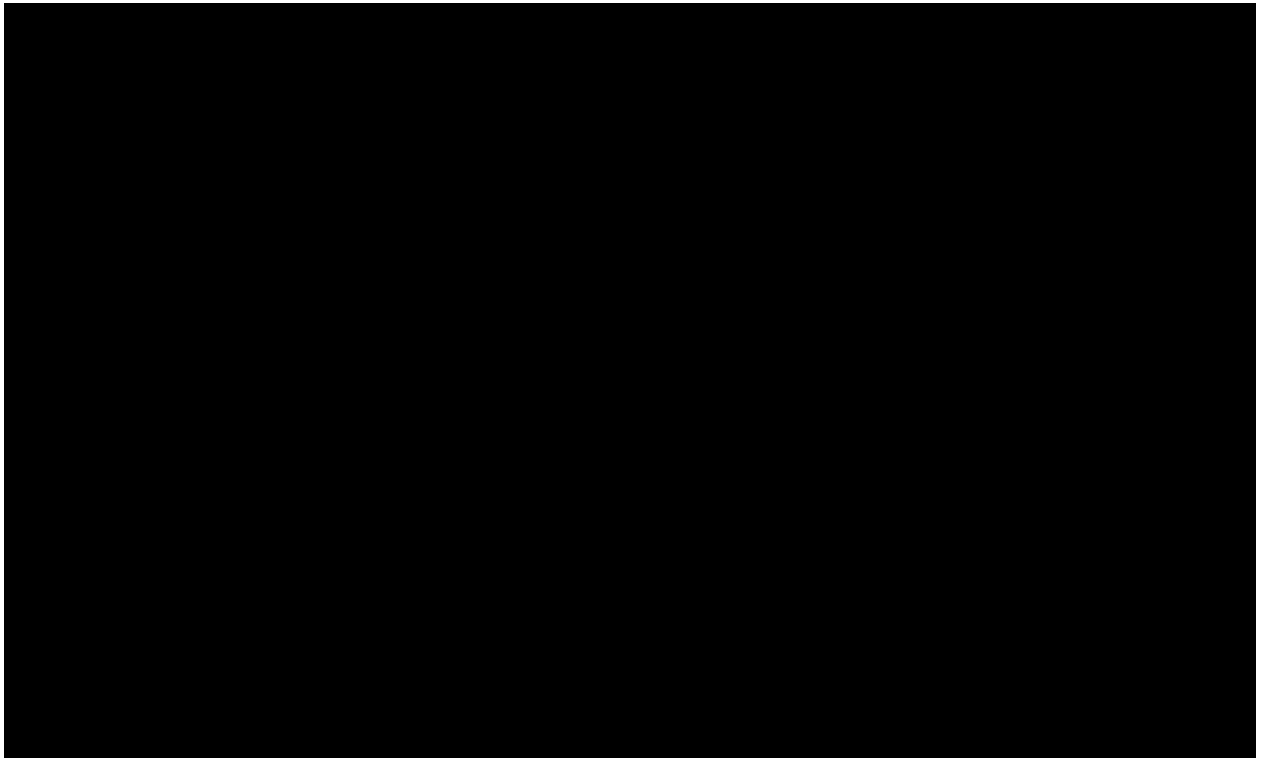
- Deep experience with the Microsoft Azure platform, including Platform-as-a-Service (PaaS) components such as Azure App Service. Our CTO, Harrison Kirby, is a certified Azure Solutions Architect.

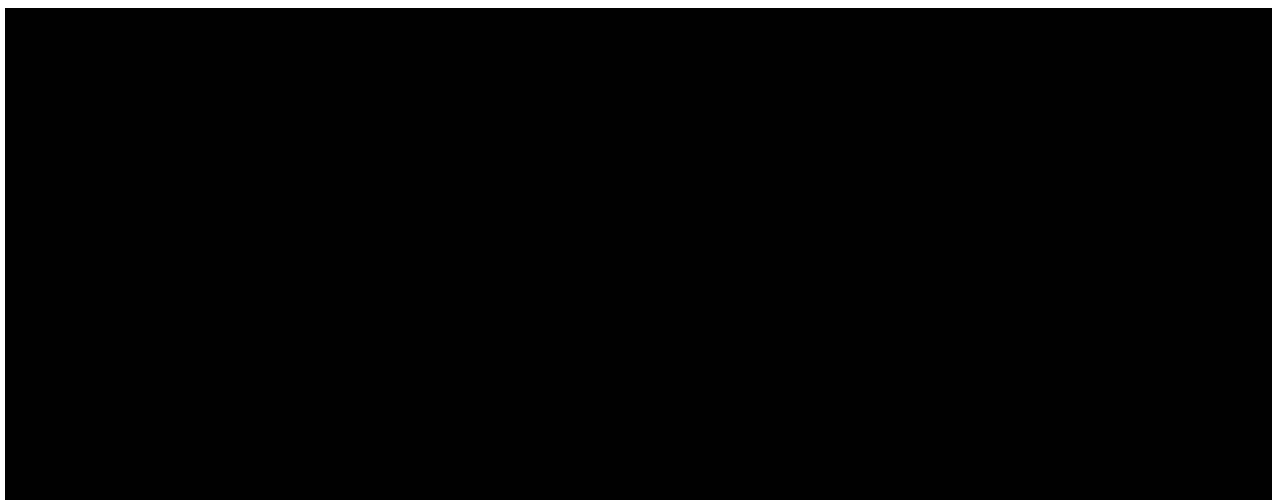


- Proven capability in integrating GenAI Agents with Microsoft tools, including SharePoint, the Power Platform, and Azure automation tools including Function Apps and Logic Apps.
- Expertise in developing and deploying Generative AI chatbots for enterprise use.
- Proficiency in building and orchestrating multi-Agent Generative AI systems.
- Skilled in leveraging Large Language Models (LLMs) via Azure AI Studio and Azure AI Foundry.
- Familiarity with the Government Digital Service (GDS) Service Standard and experience in successfully completing GDS assessments. We have supported GDS assessments within NHS Digital as part of their NHS Spine Programme and at the National Careers Service.
- Strong understanding of software development standards and protocols, including REST, JSON, and OpenAI specifications.
- Experience in integrating chatbots with enterprise data using Retrieval-Augmented Generation (RAG) pipelines.
- Capability to support go-live readiness for GenAI Agents, including the provision of user documentation, training, and onboarding.
- Proficiency in designing for accessibility in accordance with WCAG 2.1 AA standards.
- Experience in performing quality assurance (QA) across infrastructure, applications, and Agent outputs. Great Wave AI exclusively perform infrastructure QA. For the integration layer, Great Wave AI will provide standard QA (Unit Testing, Integration Testing) with support from INSS domain experts for end-to-end testing. For the Agent layer, Great Wave AI will perform QA against automated evaluation metrics, while human-in-the-loop QA will be performed by INSS domain experts.
- Demonstrated ability in performance testing for high-load, multi-Agent environments.
- Expertise in assessing and enhancing infrastructure scalability to meet growing demand.
- Experience in transitioning projects to live service teams, including within a Service Integration and Management (SIAM) framework.
- Great Wave AI is **Cyber Essentials** certified
- Great Wave AI and the Great Wave AI Platform are **ISO27001** certified
- Experience of going through complex Supplier Assurance (including technical, security, DPIA, and other steps) for central government and regulated clients.

## Pricing Summary

**FY 2025/26**





## Timeline and Approach

The timeline below provides an indicative view of our approach.

We will work collaboratively with the Insolvency Service team members throughout this process, ensuring their expertise and insights shape the successful adoption of GenAI solutions.

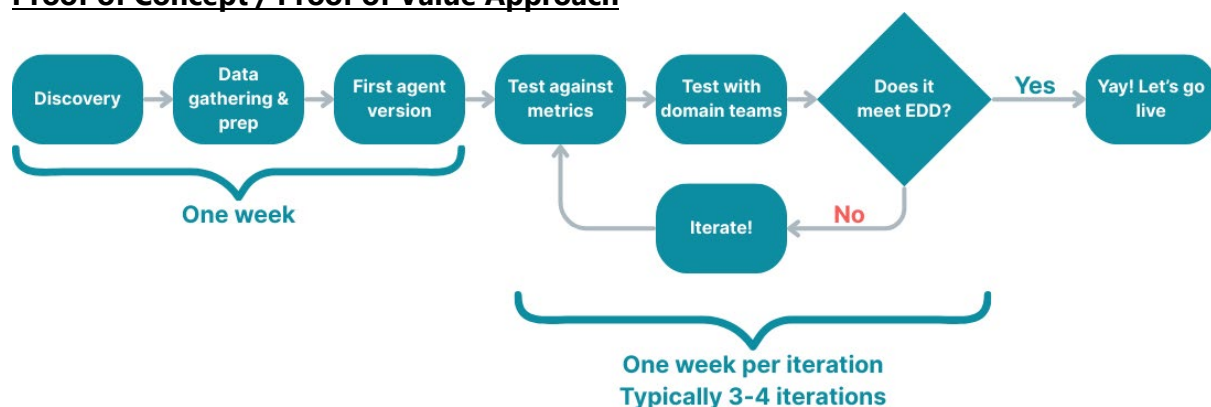
We adopt a GenAI production-line approach that follows a disciplined cycle:

1. **GenAI use-case discovery is ongoing.**  
We continuously look for new opportunities to apply GenAI in ways that align with business needs and requirements.
2. **Prioritisation and selection.**  
When capacity arises, we prioritise the identified use-cases, selecting the top one to take forward as a proof-of-concept (PoC) and proof-of-value (PoV).
3. **Business-driven use-case adoption.**  
We only pursue use-cases that are grounded in clear business requirements. Business users are engaged early in the process to ensure alignment and relevance. They play an active role in providing rapid feedback throughout development.
4. **Rapid PoC/PoV development.**  
We execute a rapid PoC/PoV, working closely with business users to iterate quickly based on their feedback.

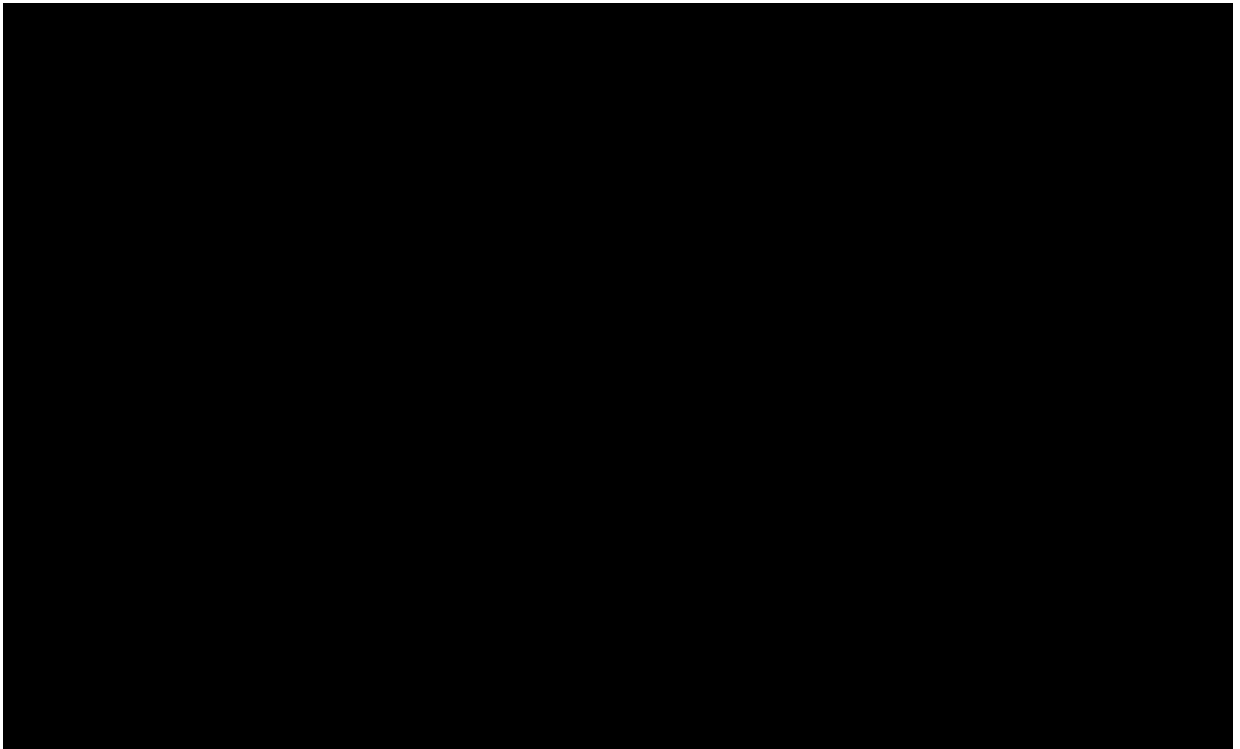
5. **Evaluation-driven design.**  
We rapidly iterate until the solution meets both our automated evaluation metrics and human-in-the-loop criteria. This ensures that the solution is not only technically sound but also delivers real business value.
6. **Business case validation.**  
With the business case defined by the proof-of-value phase and validated through evaluation-driven design, we confirm that the solution meets the business needs and provides value-for-money for INSS.
7. **Go/No-Go decision for live integration.**  
Based on the validated business case, we make a clear decision: if the use-case shows strong potential, we proceed to production; if not, we fail fast, remove it from our list, and move on to the next iteration.
8. **Productionisation and live integration.**  
Once a use-case is approved for production, we integrate it with live data and make it accessible through the appropriate surfacing channels, such as Microsoft Teams, the intranet, gov.uk platforms, or custom web applications.

We support multiple PoCs/PoVs and production phases running in parallel, carefully selecting use-cases that span different teams to avoid bottlenecks and ensure a steady flow of value.

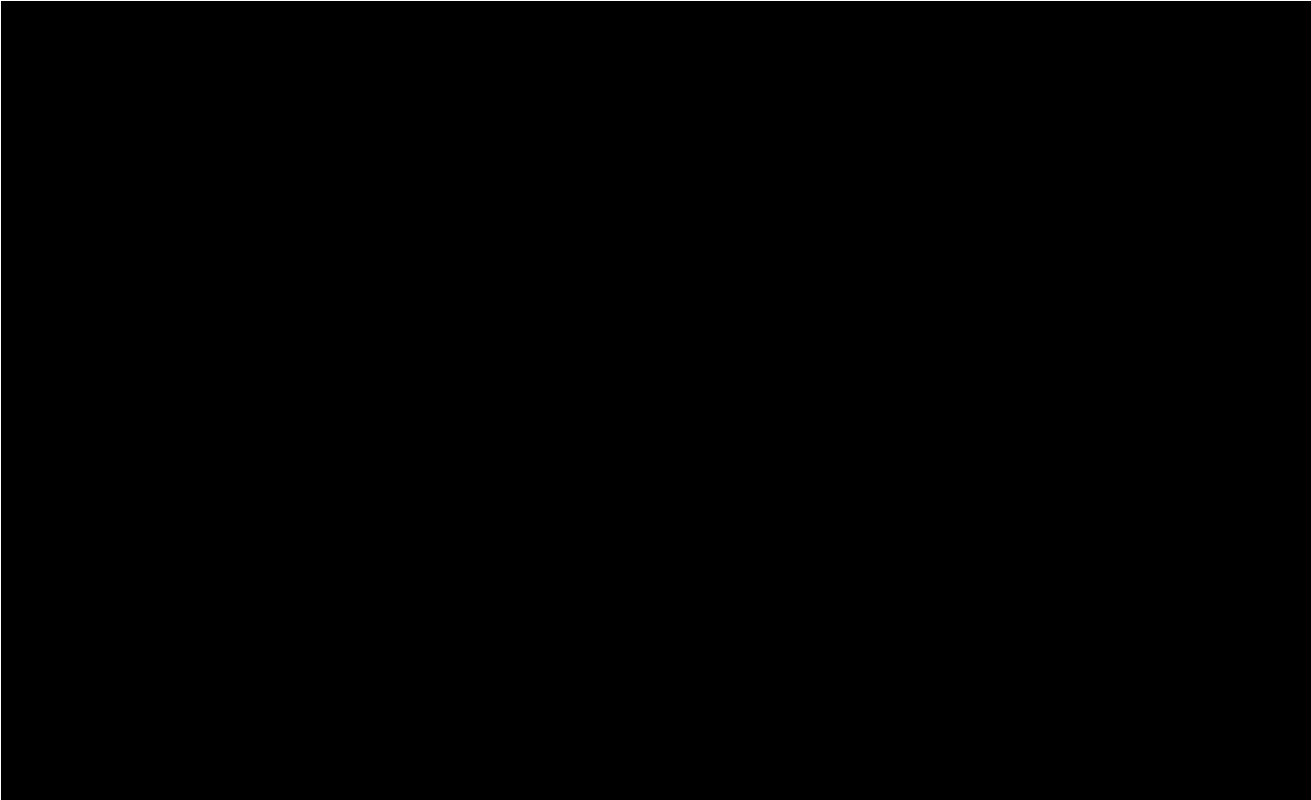
### Proof of Concept / Proof of Value Approach



### Overall Indicative Timeline



## Appendix A - Pricing Detail

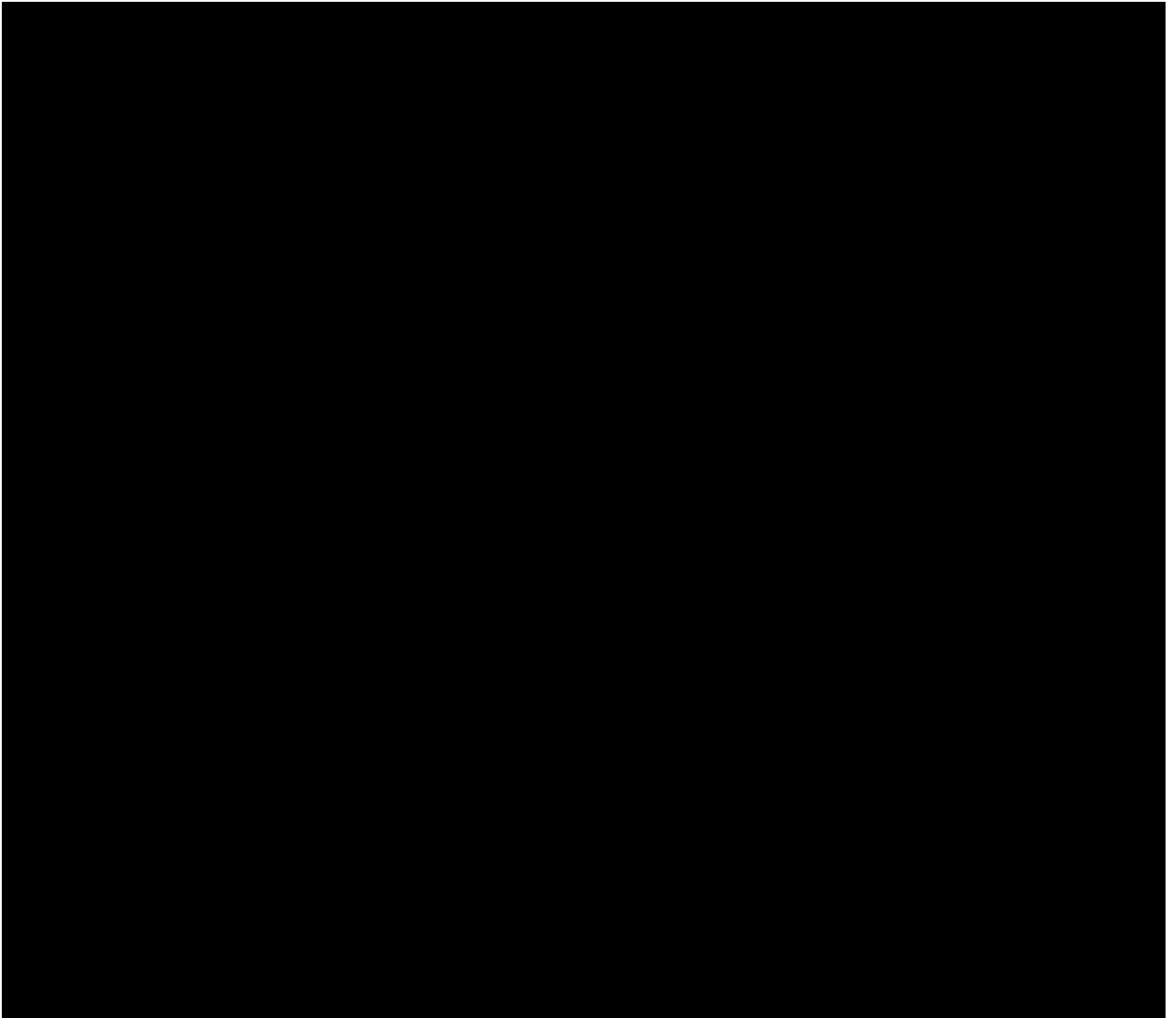


We will work with the INSS internal teams to identify further opportunities to expand the use of GenAI within the Insolvency Service. We will develop the sequence of these initiatives, with the flexibility to adjust priorities as needed. The initiatives we plan to explore could vary in scope and business area. Some illustrative examples include:

- Helpdesk functionality
- Supporting customers with straightforward queries (including general technical guidance)
- Using large language models to produce simple documentation
- Workforce planning
- Generating job descriptions
- Debt Relief Order (DRO) guidance
- Induction and training materials for new starters

Our approach will follow a structured process of 'scan, pilot, scale'. We will scan for opportunities, pilot and test proofs of concept, and then scale up or move to production in line with the 'AI Opportunities action plan' recently published by the Department for Science, Innovation and Technology.

The "price per use case" below provides an estimate for taking a GenAI use case from discovery, through proof of concept, and into production.



"Agent Interaction" means any interaction with an Agent via any channel (this includes, but is not limited to, via an API call, via the built-in chat functionality that comes with each Agent, via the various testing views within the platform, via another Agent in a chain).

If The Insolvency Service is approaching this limit, or exceeds this limit, no automated increases will be raised and no automated restrictions will be put in place. Great Wave AI will proactively work with the Insolvency Service to either (a) reduce or restrict the usage, or (b) review an upgraded package. For full transparency, the next package is detailed below:





## Appendix B – Platform Support

At Great Wave AI, we recognise the unique needs of government clients in maintaining secure, reliable, and efficient services. Our SaaS Support Wrap ensures smooth adoption, operation, and continuous improvement of your GenAI solutions.

### **Service Desk**

- UK-based email support, 9am–5pm, Monday–Friday.

### **Incident & Problem Management**

- Rapid triage and prioritisation of incidents.
- We guarantee a 24-hour response time for all incidents reported during Service Desk hours. For example, for a ticket raised with us on Monday at 2pm, we guarantee to respond by Tuesday at 2pm. Or for a ticket raised on Friday at 5pm, we guarantee to respond by Monday at 5pm. Great Wave AI endeavour to respond quicker and will be available over the phone for urgent issues.
- Root cause analysis to prevent recurrence of issues.

### **Change & Release Management**

- Controlled processes for software updates and new feature releases.
- Clear communication on planned maintenance or enhancements.

### **User Management**

- Onboarding, offboarding, and permissions management to align with The Insolvency Service security policies.
- At this stage, authentication is handled by accounts created within the Great Wave AI platform. Single-sign-on is a high-priority item on the roadmap and will be escalated, free-of-charge, for The Insolvency Service. We estimate this work will be completed and rolled-out to The Insolvency Service environment in June 2025. We will review designs alongside INSS to ensure they conform to INSS security approach.

### **Monitoring & Reporting**

- Proactive monitoring of system health and performance. Our team performs daily checks against:
  - Dashboard Check – Check all graphs for anomalies
  - Alert Check – Resolve any alerts
  - Azure OpenAI Prompts – Check consistency
  - Failures
  - Availability
  - Service Health Check
  - Validate WAF Events
  - Planned Maintenance Check

### **Knowledge Base & Self-Service Resources**

- Comprehensive guides and knowledge articles for end-users and administrators.

### **Security & Compliance**

- Compliance with UK data protection and security standards (including UK GDPR).
- Support for government-specific security and audit requirements.

Our support wrap is designed to ensure government teams can focus on delivering public value while we take care of the technical performance, security, and reliability of your Great Wave AI services.

## Schedule 12: Suppliers Pricing Schedule.

The Supplier's pricing schedule is provided here and shall form part of the Contract between the parties and, for the avoidance of doubt, shall be the fixed costs for the contract in-line with the associated breakdown therein.

