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Crown Commercial Service

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

G-Cloud 13 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	600257331952538
Call-Off Contract reference	TIS0657
Call-Off Contract title	**MWT – Secure Internet Access & PSN**
Call-Off Contract description	Provision of **MWT – Secure Internet Access & PSN** as a Service to The Insolvency Service
Start date	This Call-Off Contract Starts on **21st December 2023** and is valid for **36 months,** expiring on **20th December 2026.** This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier One (1) month written notice before its expiry.
Expiry date	**20th December 2026**
Call-Off Contract value (ex VAT)	

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Charging method	30 Days from receipt of a valid invoice
Purchase order number	To be confirmed by the Buyer post Contract signature.

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

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

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

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

From the Buyer	The Insolvency Service 3rd Floor Cannon House 18 Priory Queensway Birmingham B4 6FD.

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To the Supplier	Nine23 Ltd 2 Venture Road Southampton Science Park, Chilworth, Southampton, United Kingdom, SO16 7NP. Company number: **08118696**
Together the 'Parties'	

Principal contact details

For the Buyer:

REDACTED

For the Supplier:

REDACTED

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Call-Off Contract term

Start date	This Call-Off Contract Starts on **21/12/2023** and is valid for **3 years** from the start date with the option to extend for an additional 12 months.
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least **90** Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of **30** days from the date of written notice for Ending without cause (as per clause 18.1).
Extension period	This Call-Off Contract can be extended by the Buyer for **one** period of up to 12 months, by giving the Supplier One (1) month written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below. Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service

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Buyer contractual details

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

G-Cloud Lot	This Call-Off Contract is for the provision of Services Under: ● Lot 1: Cloud hosting
G-Cloud Services required	The Services (service ID 417378305650345, service ID 587471183885943 and Service DI 81953381306859) to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: ● The FLEX private cloud platform from which the managed services will be delivered. ● Appgate – a Zero Trust Network Access service that creates a Software Defined Perimeter that will centrally manage the access policies. ● PSN/LECN connectivity.
Additional Services	The Buyer may require additional licensing for the Appgate Zero Trust Network Access to support the deployment, as defined by the Suppliers G-Cloud Service offering, service ID 587471183885943. The Buyer has the option to extend protection to mobile devices. The Buyer has the option for a split tunnel approach to enable Microsoft Teams traffic to be routed directly over the internet and not over the provided service. Any Additional Services shall be subject to agreement between the Parties via the Variation Process (Clause 32).
Location	The Services will be delivered to The Buyer's address: The Insolvency Service, 3rd Floor, Cannon House, 18 Priory Queensway, Birmingham B4 6FD. All services shall be delivered from the UK. Any equipment that may

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	be provided by the Buyer to the Supplier during the life of the contract for the delivery of the services shall not be taken outside the UK.
Quality Standards	The quality standards required for this Call-Off Contract are those defined in our Service Definition: Schedule 1 ISO/IEC 27001 certification ISO 20000 ISO 9001 ISO 14001
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are those detailed in Schedule 1 – Services ● Cyber Essentials Plus ● PSN Code of Service ● Police Assured Secure Facility (PASF)
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are high availability. Nine23 shall ensure that Availability of the System in any month is not less than 99.99%. The details of the service level agreement are presented in a separate Service Level Agreement document, specific to this contract. The Supplier Service Desk can be contacted at: REDACTED
Onboarding	The onboarding plan for this Call-Off Contract shall include up to 5 workshops in which the detail of the configuration is to be agreed and documented. Users will be onboarded at a rate of up to 500 every 2 months until the total of 2000 users is reached (at the start of Month 7).
Offboarding	The offboarding plan for this Call-Off Contract is that the service would be terminated for the Buyer to transfer to either the Buyer or another supplier. As this is proposed as a managed service there are no perpetual software licenses or hardware being provided as a deliverable. Any customer data, such as log files or configuration

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	policies would be returned to the Buyer, or proof of appropriate destruction provided by the supplier.
Collaboration agreement	The Supplier commits to a collaborative approach with the Buyer and other third-party suppliers, acknowledging the Buyer's Service Integrator acting as a representative of the Buyer. This collaboration encompasses, among other things, but not limited to sharing pertinent asset information to be centrally stored in the Buyer's CMDB. Furthermore, the Supplier pledges to engage constructively within the Buyer's ecosystem. The Supplier acknowledges that it is intended that a formal SIAM Collaboration Agreement will be established and agreed with all ecosystem suppliers, via the SIAM process. Any impacts of the SIAM Collaboration Agreement on Schedule 3 of this Agreement shall be jointly impacted by the Parties and if necessary, a contract variation shall be agreed in accordance with Clause 32 (Variation Process).
Limit on Parties' liability	The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation, or damage to any Buyer Data will not exceed **125%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data Defaults, while still maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below. The annual total liability of the Supplier for all other Defaults will not exceed the greater of **125%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. Clause 24.1 in Part B below provides a definition of Other Defaults.
Insurance	The Supplier insurance(s) required will be: ● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract. ● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity

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	insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law). ● employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	The Buyer, or their nominated IT support eco-system suppliers, must provide the following support to the supplier: • Suitable, qualified, and experienced representation at the proposed workshops to discuss and agree the detailed configuration and policies required of the service. • Deployment of the Appgate client to the end user devices (The supplier will provide the client software). • Management of the Firewall in front of the Azure hosted applications that will enable connectivity from the FLEX platform/Appgate clients in addition to the current VPN connection to support parallel services for the required period. • Provision of an independent security test, such as from a CHECK scheme provider has not been included in the scope. The buyer will need to provide a ITHC report for PSN Compliance (Code of Connection). The supplier has the PSN Code of Connectivity and will provide supporting information to the buyer required for the PSN Code of Service submission. • The Buyer's PKI service is to be used and therefore provide a PKI certificate for the Appgate controllers.
Buyer's equipment	N/A.

Supplier's information

Subcontractors or partners	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.

Payment method	The payment method for this Call-Off Contract is BACS following submission of a valid invoice
Payment profile	The payment profile for this Call-Off Contract is **monthly** in arrears. Setup fees are payable in the first month.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices for payment only shall be sent to: payments@insolvency.gov.uk Note that for invoice queries only, you should contact the following: Transactional.Queries@insolvency.gov.uk Postal Invoices shall be sent to: The Insolvency Service Cannon House PO Box 16652 B2 2HR.
Invoice information required	**The Insolvency Service has a No PO (Purchase Order) No PAY (Payment) policy. Details on this can be found at:** https://www.gov.uk/government/publications/finance-global-design-principles **All Invoices must comply with the No PO No Pay Policy to be considered valid and be paid. A valid Supplier Invoice shall include the following:** **1. Valid Insolvency Service Purchase Order Number;** **2. Insolvency Service Contract Reference Number;**

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	3. Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price. **The Insolvency Service may make reasonable changes to its invoicing requirements during the Term by providing 30 calendar days written notice to the Supplier.** **Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.**
Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	REDACTED
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2: Call-Off Contract charges.

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Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones.
Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	Within the scope of the Call-Off Contract, the Supplier shall ● Ensure that a Baseline Personnel Security Standard (BPSS) is undertaken for all supplier personnel and any subcontractors before any work is undertaken. ● Ensure that a Security Check (SC) is undertaken for all supplier personnel who have access to significant amounts of INSS data before any work is undertaken ● Ensure there is sufficient time to complete any security vetting processes. It is the responsibility of the supplier to initiate the SC process, with the buyer acting as sponsor.
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	All services shall be delivered from the UK. Any equipment that may be provided by the Buyer to the Supplier during the life of the contract for the delivery of the services shall not be taken outside the UK.

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Personal Data and Data Subjects	Schedule 7 is being used: Annex 1
Intellectual Property	There is no Project Specific IPR that may arise and require assignment, there no additions to the standard IPR provisions.
Social Value	**<u>Net Zero</u>** Net Zero means for businesses in the sector and to provide an industry standard against which business claiming to be Net Zero can be assessed. The goal is to create a pragmatic, effective and publicly available guide for Tech firms to achieve Net Zero. This “protocol” will be practical and easy to use, whilst remaining comprehensive in its scope and ambitious in its scientific robustness – offering businesses a realistic method of achieving credible sustainability goals, in line with the global climate goals required by the Paris Agreement. Nine23 achieved certification of ISO 14001:2015 – Environmental Management in 2022 as a indicator of our commitment to review all areas of our organisation and improve our environmental performance through more efficient use of resources and waste reduction. **<u>Sustainable Development Goals</u>** Nine23 are proud to be working in partnership with a number of global hi-tech companies and as part of the Trust X Alliance Global Goals Initiative, to address relevant areas of the UN Sustainable Development Goals. Out of the 17 goals, 4 have been chosen with the intent that we can affect these areas the most. They are: Good Health and Well-Being (3), Gender Equality (5), Decent Work and Economic Growth (8), and Climate Action (13). Individually, Nine23 have our own targets, and are continually formulating improvements to our plan, to guarantee these goals are met. The benefits that can be driven through social value can be a vital component in advancing equality, creating training and better employment opportunities. **<u>Tackling economic inequality</u>** Nine23 Ltd are passionate about tackling economic inequality. We are members of the Living Wage foundation and have moved from being office based, to hybrid working. This has enabled us to recruit further afield, broadening our reach of potential employees and giving us more diverse candidates. We now have staff based in various

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	locations around the UK. We strongly believe in the 5 foundational principles of quality work as outlined in the Governments Good Work Plan and closely align our culture, processes, and values in support of these. A continual focus on job satisfaction, safety wellbeing & security, fair pay, participation & progression, and voice & autonomy help to attract and retain staff from all backgrounds, minimise staff turnover, increase capability and maximise efficiency. Targeted plans are implemented to ensure continuous improvement in these key areas. Continued focus alongside ongoing skill development, enables our workforce to reach their potential. Removing their (real or perceived) barriers to success, providing support for educational attainment, including providing training schemes to access professional qualifications ensures that their unique and valuable perspectives and skills are nurtured. Active engagement with the recruitment and development of existing staff and apprentices and offer posts specifically to those seeking to re-train into Digital and Cyber Security related roles. Our most recent apprentice joined Nine23 with a clear path for personal growth whilst learning on the job skills in the highly technical sector of IT support. We will be recruiting more individuals into our Cyber Security apprentice scheme. We provide support for the existing workforce by providing careers advice, mentoring, coaching, training and development, mock interviews, and CV advice. We give them support for in-house progression and development into high growth areas or known skills shortages. **Equal opportunity** Even as a SME we aim to ensure opportunities are available to all. We are actively working to monitor, influence and improve our workforce diversity and social mobilisation efforts. Nine23 are working hard to help build a stronger economy by supporting Local businesses and creating jobs, apprenticeships, and training opportunities within the local community where employees reside. We work closely with a number of local businesses to supply key areas of support. Accounting, telephony, and the University of Southampton Park - in addition, all hands-on trades are locally based. Where possible we also prefer to use SMEs for hardware or software procurement. We are also members of the living wage foundation and aim to raise living standards of our staff, in addition to paying our taxes. Nine23 are a firm supporter of the apprenticeship scheme and graduate work placements and have provided numerous opportunities for developing roles through the service desk and marketing departments, into more senior positions. We are proud our business has a part to play in the wider health of the UK economy.

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Wellbeing

Employee wellbeing has always been a priority - especially during the 2020 – 2022 Pandemic. Whilst all staff have been working from home, we have increased our daily check-in calls and staff one2ones to ensure any issues are picked up and support provided as soon as possible.

We have provided free counselling sessions for any member of staff that needs it and supported those that have taken time off work due to sickness.

Nine23 have adapted working hours to fit with the real life situations people have to deal with – from child to caring or the elderly.

Community Support

At Nine23 we love to give back by supporting local and national charities and communities. Our history of support includes:

- Help 4 Heroes – London and the Big Battlefield bike ride
- Heroprenuers– CEO acted as an ambassador and mentor for the charity
- Percy Hobart Fellowship - CEO mentoring current serving members of HM Forces
- TechUK – Volunteering for the SME Committee & Chairing the SME Cyber Security Forum
- Support Sodexo UK and Ireland Property Professional Services to raise over £1,000 for Stop Hunger and The Welcome Organisation

Living Wage Employer

Nine23 are members of the Living Wage foundation, which campaigns for organisations in the United Kingdom to pay a living wage to their staff.

SME Climate Hub

The SME Climate Hub for small and medium-sized enterprises (SMEs) provides a one-stop-shop to make a climate commitment and access best-in-class tools and resources. They have partnered with Oxford University to support small businesses in reducing their carbon emissions and to provide climate solutions to contribute to climate action in society. Nine23 has pledged their commitment to the SME Climate Hub.

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1. Formation of contract

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

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

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

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

2. Background to the agreement

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

Signed	Supplier	Buyer
Name	REDACTED	REDACTED
Title		
Signature		
Date	21st December 2023	[**Enter date**] 21/12/2023

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

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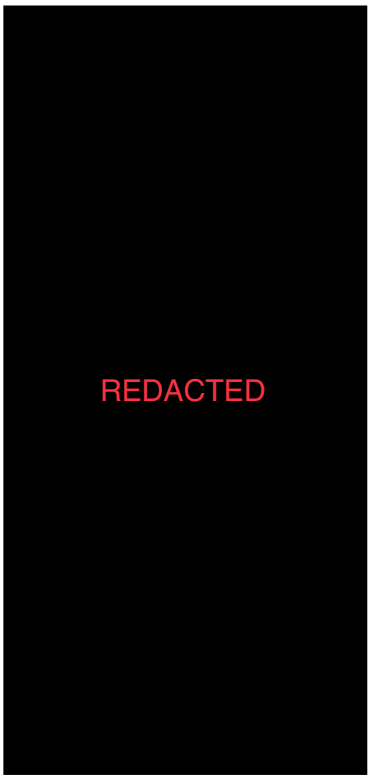
Customer Benefits

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

G-Cloud 13 Customer Benefits Record

Reference Documents

For completeness, the Buyer's Requirements document, clarification response book, the final pricing schedule, and the Service Level Agreement are attached:



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Part B: Terms and conditions

1. Call-Off Contract Start date and length

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

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

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

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 10 (Force majeure)
- 5.3 (Continuing rights)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)

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- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

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

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

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

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

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

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

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

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

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

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

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

5. Due diligence

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

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

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

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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.

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

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

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

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

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

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

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

9. Insurance

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

9.2 The Supplier will ensure that:

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

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

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

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

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

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

9.4.1 a broker's verification of insurance

9.4.2 receipts for the insurance premium

9.4.3 evidence of payment of the latest premiums due

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

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

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

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

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

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

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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;
(a) alleging that the Buyer Data violates, infringes or misappropriates any rights of a third party;
(b) arising from the Supplier's use of the Buyer Data in accordance with this Call-Off Contract; and

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

11.8.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
11.8.2 other material provided by the Buyer necessary for the Services

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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.

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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.

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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

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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

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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

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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)

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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).

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21. Exit plan

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

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

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

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

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

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

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

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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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 to include but not limited to high level and low level design and relevant configuration documentation.

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.

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23. Force majeure

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

24. Liability

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

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

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

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

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

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

25. Premises

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

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

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

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

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

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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. Equipment used by the supplier to provide the services which have or do store data or configuration specific to the buyer will be Sanitise and securely wiped to ensure data is non-recoverable and when disposed of the supplier will use trusted third parties and hold them to recognisable standards (ISO 27001/HMG Infosec Standard 5 (IS5) Data Destruction and ensure Data destruction third party provide an Asset report and Certificates.

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

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

28. Environmental requirements

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

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

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29. The Employment Regulations (TUPE)

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

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

29.2.1 the activities they perform
29.2.2 age
29.2.3 start date
29.2.4 place of work
29.2.5 notice period
29.2.6 redundancy payment entitlement
29.2.7 salary, benefits and pension entitlements
29.2.8 employment status
29.2.9 identity of employer
29.2.10 working arrangements
29.2.11 outstanding liabilities
29.2.12 sickness absence
29.2.13 copies of all relevant employment contracts and related documents
29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer

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

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

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

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

29.5.1 its failure to comply with the provisions of this clause

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

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

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

30. Additional G-Cloud services

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

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

31. Collaboration

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

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

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

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

32. Variation process

32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.

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

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

33. Data Protection Legislation (GDPR)

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

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Schedule 1: Services

1. PURPOSE

1.1 Following the establishment of the Five-Year Strategy for the Insolvency Service, experiences during COVID-19 and the initial disaggregation of their IT Services have led the Insolvency Service to recognise that improvements need to be made in order to optimise the IT services they consume in support of their Vision of becoming an efficient and effective digital Agency that is a great place to work.

1.2 The Insolvency Service (referred to in this document as the Buyer) is and will continue to evolve technologically. Significant improvements have been made over the last 3 years in moving to using a disaggregated SIAM Ecosystem of specialised Providers, but the End User IT provisions of modern technologies are still in suboptimal form and are heavily influenced by legacy configurations and delivered as one-size-fits-all. End User productivity continues to be impacted by technology not being integrated well into user lifecycle which means the inflexible support can leave users unproductive for extended periods. Additionally, the cost of technology is not transparent to consuming Directorates and is unpredictable within, and between, financial cycles due to existing poor controls.

1.3 The Modern Workplace Technology (MWT) Programme has been established with the goal of delivering a marked improvement in the provision of End User Services providing appropriate connectivity, devices and associated software applications specifically aligned to the business needs of End Users. Through this, the right technology will be provided at the right time to the people who require them to optimally fulfil their role within the organisation.

2. BACKGROUND TO THE CONTRACTING AUTHORITY

2.1 The Insolvency Service is the government Buyer that provides services to those affected by financial distress or failure. It plays a vital part in promoting long-term economic growth by dealing with financial failure and giving confidence to lend.

2.2 The Buyer's responsibilities include:

- 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
- dealing with bankruptcy and debt relief restrictions orders and undertakings

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- acting as an impartial source of information for the public on insolvency and redundancy matters
- advising DBT 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

2.3 The successful Service Provider is considered a key element of the Buyer's Five-Year Business Strategy. As such, it is expected that they shall cooperate with the Buyers SIAM ecosystem, notably with the Buyer's Service Integrator (SI).

2.4 There are currently nineteen office locations where the Buyer has a presence, although this number will reduce to eleven over the next five years as part of the Buyer's estates strategy ("Transforming Workplaces"). Sites are of varying capacity and are often shared with other government departments, with only two being solely dedicated Buyer facilities. Since the outbreak of COVID19, there has been limited occupancy and remote working has been the norm. This is expected to continue for the foreseeable future in a hybrid capacity i.e., a blend of office and remote working.

2.5 3.When delivering the MWT services, it is expected that Service Providers treat the Buyer's information as valued, protected, shared, and used to maximum effect. This will be achieved through compliance with legislation and alignment with applicable Data Strategies.

2.6 A central asset register is operated by the Buyer's SI on behalf of the Buyer and the details of all assets should be included in this central register. Asset Management is a function of Buyer's nominated SI where asset information from different providers is submitted to and aggregated by the SI and enables apportionment of costs i.e., can be associated with Directorate costs, as well as from an operational view. This includes:

- All hardware assets, including leased assets (e.g., Warranty, model, manufacturer etc)
- All software assets (e.g., name, version, vendor, relevant dates etc)
- Information Assets
- Licence, support and maintenance terms and conditions and any other supporting information
- Certificates required within any services delivered to the Buyer
- Other operational information (e.g., Location, allocated users etc)

2.7 Devices are encrypted to prevent data leakage using native technologies in line with NCSC guidance.

2.8 When accessing data over an untrusted network, communication channels are appropriately encrypted.

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3. OVERVIEW OF REQUIREMENT – SECURE INTERNET ACCESS & PSN

This specific tender document covers the Statement of Requirements for the provision of the Secure Internet Access & PSN

GENERIC		
UID#	**REQUIREMENT SUMMARY**	**REQUIREMENT DESCRIPTION**
REPORTING		
G001	**Reporting**	The Service Provider shall provide a range of monthly and ad hoc reports on all aspects of the requirements captured within the Service Governance and Asset Management areas of the services where applicable. This is detailed in Section 5.1.2
G002	**The Buyer Asset Liabilities**	The Service Provider shall support the Buyer to effectively account against IAS 37 Provisions, Contingent Liabilities and Contingent Assets. In such, the Service Provider should provide details of possible liabilities to be suffered by the Buyer for assets and other costs borne by the Service Provider of which the full cost has not been recovered across the life of the contract.
SECURITY		
G003	**System Components**	The Service Provider shall adhere to the 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. The Service Provider shall evidence how they meet one or more of the security outcomes defined in the link below: https://www.ncsc.gov.uk/collection/cyber-security-design-principles/cyber-security-designprinciples https://www.ncsc.gov.uk/collection/device-security-guidance/infrastructure/networkarchitectures
G004	**Security Governance Framework**	The Service Provider shall provide a clearly defined and documented security governance framework (which will include a security incident response plan), that is acceptable to the Buyer prior to contract signature.
G005	**Data Loss Prevention**	The Service Provider shall provide a Data Loss Prevention Strategy that is acceptable to the Buyer within three months of contract signature. This document shall be updated and shared with the Buyer annually.

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G006	**Security**	On an ongoing basis for the duration of the Contract, the Service Provider shall ensure all appropriate Standards set out in the HMG Minimum Cyber Security Standards document are met. The Service Provider is mandated to continually meet the minimum Cyber Security Standards. The standards are subject to change within the timeframe of this procurement. The Service Provider shall evidence how they meet one or more of the security outcomes defined in the link below: https://www.gov.uk/government/publications/the-minimum-cyber-security-standard
G007	**Auditing**	The Service Provider shall ensure that audit logs are recorded according to the security standards so that the Buyer's Administrators can view and report users' activity. The Service Provider shall evidence how they meet one or more of the security outcomes defined in the link below: https://www.ncsc.gov.uk/collection/cross-domain-solutions/using-the-principles/audit-andaccounting
G008	**Security Clearance**	For specific Insolvency Service roles where access is provided to sensitive data, the Service Provider shall comply with the required range of security clearance as laid out in 5.1.10 of this Specification document.

G009	**Business Continuity**	The Service Provider should adhere to Business Continuity Management (BCM), International Organisation for Standardisation, ISO 22301. Please note that evidence of accreditation is the Buyer's preference, however evidence of compliance is the minimum requirement. The BCM standard will evidence in the event of an emergency, how businesses/organisations will mitigate damage and continue operating. Evidence should include how businesses/organisations prevent, prepare for, respond to, and recover from unexpected and disruptive incidents. This includes an established incident management policy/procedure. All this evidence should be detailed in an effective Business Continuity Management System (BCMS) which should be made available to be reviewed by the Buyer on an annual basis.
MANAGEMENT		
G010	**Exit Process Management**	The Service Provider shall provide the Buyer with an exit plan within 20 working days of contract signature which is to be agreed by the Buyer to ensure there is continuous service. The exit process shall include, but not limited to: • all services that are managed by the Service Provider • high level and low-level design and operational processes/practices required to support the solution • make use of existing equipment and configuration • secure and functional network provision • Service transition to another provider while providing continuity of service The final Exit Plan shall be agreed with the Buyer within 3 months and shall be reviewed with the Buyer every 12 months thereafter at no charge to the Buyer.
ENVIRONMENT & SUSTAINABILITY		

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G011	**Environmental Management**	The Service Provider should operate an environmental management system such as ISO 14001, EMAS or BS 8555 (or equivalent). Where that is the case, they shall provide evidence of such and must maintain certification for the duration of the contract. Bidders that do not currently operate an externally certified EMS but can demonstrate that they are working towards the implementation of one which will have achieved certification within the lifetime of the contract will also be considered.
G012	**Environmental Management**	The Service Provider shall provide appropriate certification for environmental management system, maintain such certification, and make this available for inspection on request from the Buyer throughout the agreed duration of the contract period.
SERVICE GOVERNANCE		
G013	**Shared Storage Area**	The Service Provider shall utilise a shared data storage area hosted by the SI. This is a requirement as part of being onboarded into the Buyer's Ecosystem and will be used for the sharing of information between the SI and Service Providers during onboarding, offboarding and for operational reporting.
G014	**Incident Management Knowledge-Based Article**	The Service Provider shall, for all problems or repeating incidents, produce a Knowledge Article to be included in a knowledge repository for use by the Buyer's Service Desk or L1 support where appropriate to improve the first-time fix rate for incidents relating to the provided service(s). The use of these Knowledge Articles will form part of the Buyer's quarterly review meetings highlighting the quality of the Knowledge Articles and details of what, if anything, has
		been refreshed over the previous period. All Knowledge Articles must be produced with 10 working days of incident resolution.
G015	**Incident Management Recurring Incidents**	The Service Provider shall reduce the frequency of recurring incidents through the use of proactive problem management collaborating with the SI. This will be included and reported on through the SIAM Problem Management process, and Service Governance regular reviews. A baseline position shall be agreed between the Service Provider and Buyer during transition.
G016	**Service Roadmap**	Throughout the period of the Contract, the Service Provider shall proactively demonstrate to the Buyer their knowledge of vendor and Service Provider roadmaps for the provided service components and how they may be applicable to the Buyer's IT strategy. This will be included as part of SI and Service Governance regular review agenda.
G017	**Spend Tracking**	Where relevant and on a monthly basis, and additionally on reasonable ad-hoc request, the Service Provider shall provide sufficient information to allow the Buyer to undertake full up to date spend tracking against the contract value throughout the period of the Contract. This is to facilitate internal and external reporting.
G018	**Project Specific Resources**	The Service Provider shall reasonably increase resource capacity when required for ad hoc project specific work and be able to provide the relevant skills to be able to deliver within timescales agreed between the Parties.

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G019	**Policy and Procedure Compliance**	Service Providers shall comply with Policy and Procedures of the Buyer's Organisation and Ecosystem. This is only relevant for the provision of Secure Internet Access and does not apply to the Provision of PSN services.
G27	**Documentation**	Where applicable The Service Provider shall provide documentation to include • High level architectural design • Detailed configuration documentation (for client access) • Service handover documentation • Process documentation

SECURE INTERNET ACCESS		
UID#	**REQUIREMENT SUMMARY**	**REQUIREMENT DESCRIPTION**
SIA01	**High Level Requirement**	The Buyers preference is for a SASE (Secure Access Service Edge) based solution based on a single managed platform. Services shall be supplied, and data shall be held on a UK Sovereign basis (no data or services moved outside of the UK) The Service Provider shall provide secure connectivity for [circa 2250] users to the following resources on the basis that the user has basic internet connectivity* (i.e., use the 'internet as a bearer') and uses a Buyer supplied device (i.e., there is no BYOD requirement)
		* All Agency users, Agency offices and government locations meet this need • **General Internet** – include Agency resources residing on the general internet ie. SaaS and Microsoft M365 (including Single-Sign-On capability) • **Buyer internal resources** - hosted within a single Microsoft Azure tenant, and region (this includes but is not limited to Application access, authentication, and Domain services) The Buyer would like the option to extend protection to mobile devices. The Buyer would like the option for a split tunnel approach to enable Microsoft Teams traffic to be routed directly over the internet and not over the provided service.

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SIA02	**Secure Internet Access Security Controls**	The provided Service shall have the capability to achieve the following security controls for all outbound [user-initiated] traffic; • IP Address Obfuscation – IP addresses of users must not be visible to resources on the general internet • Presentation of a single [or a small range] of IP addresses to enable 'allowlisting' for consumed services, as required. • Packet Inspection • Intrusion Detection / Prevention (IPS/IDS) • Anti-Virus and Malware protection • URL Filtering on a global category rather than a per website basis
SIA03	**Azure based Resources**	The Service Provider shall initially protect Agency resources in Azure at the network layer During the term of the contract the Service Provider shall strive to provide more granularity of protection through enhancements to the network provision or, for example adding granularity at the application layer
SIA04	**Secure Internet Access Authentication**	The Service Provider shall provide a seamless – requires no user interaction - mechanism for securely authenticating The Buyers users and devices as users of The Service.
SIA05	**End Client requirements**	As a preference The Buyer would prefer to utilise a zero client / agent approach, making use of inbuilt Windows 11 technology features. However, if a client or agent is required then The Service Provider shall collaborate with the Core Technology Management Provider during the implementation of, and any changes to, any required configuration on End User devices to include but not be limited to the packaging and installation, patching and updating requirements of any agents or installed client software.
SIA06	**Testing**	The Service Provider shall be involved in testing, and re-testing as appropriate, within the scope of internet and Azure access and signed off with the buyer before service commencement.

		User connectivity testing – to work with The Buyers Core Technology Management provider UAT testing workstream to assure client access works as expected from any location and meeting the requirement for seamless authentication. User performance monitoring – to work with The Buyers Core Technology Management provider UAT testing workstream to assure client connectivity performance is in line with The Service supplied performance and availability metrics. Security event testing – to work with The Buyers Service Provider ecosystem to ensure security events are directed to the appropriate partner.

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SIA07	**Capacity**	The Service Provider shall work with The Buyer to ensure sufficient bandwidth to support the requirements in **Error! Reference source not found.**. The Service Provider shall provide adequate bandwidth to facilitate reasonable usage without negatively affecting user experience, and shall be reviewed, at a minimum, quarterly by the Service Provider throughout the contract term. The Service Provider shall monitor capacity and provide regular capacity / usage reviews. The Service should be able to flex to meet demand as required, either automatically or via Service review.
SIA08	**Request and Support**	The Service Provider shall provide support capabilities for the Service provision and the capability to request changes and access to the Service as required. The Buyer preference is that Service Providers integrate with, or otherwise use the Service Management tooling provided by the Service Desk [as part of the SIAM ecosystem], the Service provider should strive to conform to this preference. The Service Provider could use a procedural 'swivel chair' approach to requests and support.
SIA09	**PDNS and DNS**	The Service provided shall be able to consume the PDNS subscription that The Buyer maintains with NCSC, as provided by Nominet. Note that this is an allow listed service, see **Error! Reference source not found.**
SIA10	**Self-Serve Reporting**	The Service Provider shall provide a self-service portal through which The SIAM provider, acting on behalf of the Buyer, should be able to view summary configuration, reporting and status information.
SIA11	**Availability and support hours**	Availability is required between 7am and 7pm Monday to Friday excluding Bank Holidays. These are the core hours for The Buyer. Platform availability of 99.99% and an RTO of 4 hours is required as a preference. Any backup or HA site can be provisioned at a lower level of bandwidth and capacity on the understanding it is a temporary measure.
SIA12	**Availability Monitoring**	The Service Provider shall provide Realtime availability monitoring, and any outages notified to the Buyers SIAM Lead Service Provider within the SLAs in section 9.
SIA13	**Security Monitoring**	The Service Provider shall provide monitoring and alerting of security incidents and ensure these are passed to the Buyers Security Operations Centre automatically.

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SIA14	**SIA Transition**	The Service provision shall accommodate a gradual increase in usage (and therefore cost) over a transitionary period when the Service must operate alongside the incumbent provision. The growth from 0% to 100% coverage will be in line with user refresh of laptop configuration that is estimated to take circa 6 months from service commencement. The Service Provider shall also make note of dual running requirements within The Buyers environment. Note that no services are required to be provisioned onto Buyer's legacy devices and no side by side operating is required on any device, however the service shall operate in parallel from a networking standpoint and this must be considered in any design decisions.

PSN ACCESS		
UID#	**REQUIREMENT SUMMARY**	**REQUIREMENT DESCRIPTION**
PSN01	**High Level Requirement**	The Buyers preference is for a SASE (Secure Access Service Edge) based solution based on a single managed platform. The Service Provider shall provide secure connectivity for [circa 25] users to the following resources on the basis that the user has basic internet connectivity* (i.e., use the 'internet as a bearer') * all Agency users, Agency offices and government locations meet this need • **PSN** (UK Government Public Services Network) The Service Provider shall collaborate with the Core Technology Management Provider during the implementation of any required configuration on End User devices. The Buyer currently** uses the following services on the PSN (UK Government Public Services Network): • REDACTED **Some of these services are subject to migration away from PSN as part of the Future Networks for Government (FN4G) programme. Other services may be added from time to time. The Service Provider shall provide secure access to the PSN via an approved connectivity method in accordance with NCSC guidelines and should be a PSN service supplier.
PSN02	**Availability Monitoring**	The Service Provider shall provide Realtime availability monitoring of the PSN Service with any outages notified to the Buyers SIAM Lead Service Provider. The Service Provider shall provide monitoring and alerting of security incidents and ensure these are passed to the Buyers Security Operations Centre automatically.

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PSN03	**Access Authentication**	The Service Provider shall provide a seamless – requires no user interaction - mechanism for securely authenticating The Buyers users and devices as users of The Service.

PSN04	**End Client requirements**	As a preference The Buyer would prefer to utilise a zero client / agent approach, making use of inbuilt Windows 11 technology features. However, if a client or agent is required then The Service Provider shall collaborate with the Core Technology Management Provider during the implementation of, and any changes to, any required configuration on End User devices to include but not be limited to the packaging and installation, patching and updating requirements of any agents or installed client software.
PSN05	**Endpoint Monitoring**	The Service Provider should provide Realtime availability monitoring of the below services with any outages notified to the Buyers Service Management within the SLAs in Section 9. • REDACTED • •
PSN06	**Testing**	The Service Provider shall be involved in testing, and re-testing as appropriate, within the scope of internet and Azure access and signed off with the buyer before service commencement. User connectivity testing – to work with The Buyers Core Technology Management provider UAT testing workstream to assure client access works as expected from any location and meeting the requirement for seamless authentication. User performance monitoring – to work with The Buyers Core Technology Management provider UAT testing workstream to assure client connectivity performance is in line with The Service supplied performance and availability metrics. Security event testing – to work with The Buyers Service Provider ecosystem to ensure security events are directed to the appropriate partner.
PSN07	**Capacity**	The Service Provider shall provide a minimum 20mbps connection into the PSN to support 25 users. The bandwidth provision shall be reviewed quarterly by the Service Provider throughout the contract term. The Service Provider shall monitor capacity and provide regular capacity / usage reviews. The Service should be able to flex to meet demand as required, either automatically or via Service review.

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PSN08	**Request and Support**	The Service Provider shall provide support capabilities for the Service provision and the capability to request changes and access to the Service as required. The Buyer preference is that Service Providers integrate with, or otherwise use the Service Management tooling provided by the Service Desk [as part of the SIAM ecosystem], the Service provider should strive to conform to this preference. The Service Provider could use a procedural 'swivel chair' approach to requests and support.
PSN09	**PDNS and DNS**	The Service provided shall be able to consume the PDNS subscription that The Buyer maintains with NCSC, as provided by Nominet. Note that this is an allow listed service, see SIA02.
PSN10	**Self-Serve Reporting**	The Service Provider shall provide a self-service portal through which The SIAM provider, acting on behalf of the Buyer, should be able to view summary configuration, reporting and status information.
PSN11	**Availability and core hours**	System availability is required between 7am and 7pm Monday to Friday excluding Bank Holidays. These are the core hours of the Buyer's 1st line service desk. Platform availability of 99.99%.
PSN12	**PSN Transition**	The Service Provider shall facilitate the smooth transition between the incumbent PSN service supplier and incoming PSN access provision avoiding downtime during standard Buyer operating hours.

4. CONTRACT MANAGEMENT

4.1.1 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 make available a dedicated Service Governance Manager and supported by a Commercial Business Partner managing commercial matters.

4.1.2 Contract Management will primarily operate as an integral part of pre-existing meetings, for example the quarterly Relationship Management Meeting and the monthly Service Review meetings. Ad-hoc meetings may be required to address specific contract issues.

4.1.3 Areas of ongoing commercial assurance which the Service Provider will need to support include:

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- 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 Service Provider's financial viability risk assessment
- Commercial risk review

5. FINANCIAL VIABILITY RISK ASSESSMENT

5.1.1 The potential successful supplier shall complete a Financial Viability Risk Assessment as part of its Tender Response.

5.1.2 The Authority shall test Potential Provider Financial Viability by utilising the FVRA self assessment template, (attached to the document set with the Tender on In-Tend).

5.1.3 Following assessment, the Authority may choose to deem a Potential Providers Tender as noncompliant should their response to the FVRA be regarded as unsatisfactory in the reasonable view of the Authority.

5.1.4 The Service Provider shall also complete the Financial Viability Risk Assessment tool on an annual basis and submit to the Buyer by each anniversary of the contract start date.

This assessment was completed during the tender process, and the assessment documents have been provided to the Buyer.

6. COLLABORATION

6.1.1 The Service Provider shall acknowledge and adhere to the authority of the SI acting on behalf of the Buyer

6.1.2 The Service Provider shall be managed by the Buyer's SI as part of the Buyer's SIAM Ecosystem and work alongside all other Service Providers.

6.1.3 Collaboration between Service Providers is seen as key to the successful operation of the desired Buyer's overall end to end digital services and during the term of the contract, if required, it is anticipated that Service Providers will be expected to sign a multiparty Collaboration Agreement that reflects the nature of collaboration expected.

6.1.4 Service Providers shall:

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- act in good faith towards each other, adopt and maintain a genuine non-defensive stance in their dealings with each other and commit to making their relationships with each other mutually successful.

- not engage in 'aggressive' behaviours – commercially or operationally – and shall seek to find resolution to any issues through collaborative action in delivery.

- Service Providers shall be honest in their dealings with each other, open to honest feedback and commit to creating a culture of openness that encourages the Buyer's SI and all Ecosystem Service Providers to raise and discuss concerns early, solve problems and deal directly and promptly with any issues, including difficult issues.

- Service Providers shall only use commercial action to resolve an issue as a last resort.

- Service Providers shall act reasonably at all times.

- Service Providers shall take responsibility for their circumstances, choices, actions and inactions, including intended and unforeseen consequences of those.

- Service Providers shall prioritise achieving solutions to problems or issues over seeking to blame any other Ecosystem Service Provider (i.e., a "fix first" approach shall be adopted at all times). If issues are identified at any point, these shall be escalated to the Buyer's SI for resolution and all Ecosystem Service Providers shall call them out openly and be proactive in resolution actions requested by the Buyer's SI to be undertaken from time to time including timely attendance and adequate representation at meetings and the provision of information reasonably requested by the Buyer's SI from time to time.

- Service Providers shall commit to understanding their own organisations and issues within their own organisations as well as understanding the concerns, intentions and motivations of other parties and the culture and context of other parties.

- Service Providers shall use problem-solving methods that promote a collaborative atmosphere and avoid fostering covert, overt, conscious or unconscious enmity, conflicts or point-scoring against other parties.

- Service Providers shall demonstrate a preparedness to innovate and adopt best practices and be forthcoming in initiating proposals for new best practices which could deliver improved value to the Buyer.

- Service Providers shall take a forward-looking approach that does not dwell on past issues, conflicts of delivery methods (other than ensuring that past lessons are learnt) so as to maximise the effective delivery of the services under the Contracts as a whole.

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- Service Providers shall establish their teams with visible, aligned, accountable and collective leaders.

- It is the Buyer's preference that the Service Provider be granted access to the SI's ITSM tool for collaborating across the ecosystem for the management of assigned incidents, requests, problem and change tickets. For access to this system the Service Provider will be provided with a concurrent user licence.

- The Service Provider shall adhere to the Buyer's SI Performance Management obligations

- The Service Provider shall conform to all ITIL Processes owned by the SI such as, but not limited to;

  i. Incident Management
  ii. Problem Management
  iii. Change Management

6.1.5 The Service Provider shall be required to attend regular meetings relating to the Services as laid out in the following table. The Buyer' reserves the right to vary the frequency, structure, content, attendance as dictated by business need.

6.1.6 The Service Provider shall be required to attend regular meetings relating to the Services as laid out in the following table. The Buyer' reserves the right to vary the frequency, structure, content, attendance as dictated by business need.

Meeting Title	Description	Date/Frequency	Attendees: Buyer	Attendees: Buyer's SI	Attendees: CTMP	Attendees: Product Service Provider
Change Meetings						
CAB	Change Advisory Board	Ad Hoc / Consulted / Informed	x	x	x	x
Change Assessment Evaluation	Stage 1 – initial assessment of size and scale of request/change	Ad hoc	x	x	x	
Change Assessment & Evaluation	Stage 2 – progression of request into costed ROM for further proposal development, approval, and later project initiation	Ad hoc	x	x	x	
Technical and Product Roadmaps						
DTS/SIAM Regular Review	Regular discussion to review on going work/projects	Weekly	x	x	x	

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SIAM/SP Checkpoint	Regular discussion to review on going work/projects with all concerned parties	On-going during live projects and changes		x	x	
DTS/SP Strategic	Strategic view of DTS roadmap, end of life and new technology which may assist	Ad hoc	x	x	x	x
Relationship Management meetings						
DTS/SP	Agency Relationship Management meeting with Service Providers to review performance, commercial offerings and impacts, contractual matters and to review future service developments	Quarterly	x		x	x
DTS/SP		Annually	x		x	x
Service Meetings						
Monthly Service Reviews	Regularly review key service metrics as a working group, discuss major issues during the reported month and ensure ongoing operational alignment is maintained	Monthly		x	x	x
Continual Service Improvement (CSI)	Identify and implement improvements of the delivery of services under the SIAM model	Monthly		x	x	
Operational Risk Review Board	Operational Risk will gather information about risks that may impact the Insolvency IT Services, and identifying and assessing risks	Monthly	x	x	x	x
Regular Problem Review Board	Managing the lifecycle of all problem records	Weekly	x	x	x	
Problem Review	Report the events during a recorded problem and provide solutions and actions to avoid a repeat of the problem	Ad hoc	x	x	x	x
Quarterly Service Review	Review high level operational performance and discuss strategic and future plans for the coming quarter under the SIAM model	Quarterly		x	x	x
Annual Service Review	Ensure performance across the year met or exceeded the contracted	Annual		x	x	x

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	services, as well as look forward strategically and ensure alignment of the technology roadmap					
Service Provider Service Review	This is an ad-hoc meeting implemented when focus is required on a specific Service Provider due to increased activity, criticality, or underperformance	Ad hoc	x	x	x	x
High Priority Risk Review	Risks which have an overall risk rating of ten or greater are considered high priority (rating explanation contained in risk register)	Ad hoc	x	x	x	
Weekly Operational Review	The purpose of this meeting is to manage the coordination and integration of day-to-day operational service delivery across multiple service providers	Weekly as required		x	x	
Major Incident Review	Report the events during a major incident and provide solutions and actions to avoid a repeat of the outage	Post P1 major incident report (5 business days)	x	x	x	x

6.1.7 The Service Provider shall acknowledge the authority of the Security Operations Centre (SOC) acting on behalf of the Buyer and adhere to practices and processes they own.

6.1.8 The Service Provider shall enable monitoring of the service(s) provided by the Service Provider. The associated logs are to be made available to the Buyer's Security Operations Centre (SOC).

6.1.9 The Service Provider shall accept the direct assignment of security incidents (and associated security escalations) where they are applicable to the service(s) provided by the Service Provider.

6.1.10 Definition of Requests:

P1: Types of request include but are not limited to: * Setup individual for access to the service in general or PSN specifically

P2: Types of request include but are not limited to: * Diagnostic/investigatory requests from other Service Providers within the customer SIAM Ecosystem
* Requests to access new PSN sites or changes to Access policies
* DNS or firewall changes (subject to change control)

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6.1.11 Definition of Incidents

P1: Complete loss of a service, system, network, IT infrastructure and/or site with widespread user impact, including but not limited to:

- Services that may cause:
  - significant financial loss and/or disruption to customers

or ○ material loss or corruption of customer data

or ○ reputational damage to the Agency due to its interaction with customers.

- Services that have a critical impact on the activities of customers
- Services relating to one or more sites of the Customer Contact centre
- Failure of a business-critical service(s)
- Hosting services or access to those services
- Any part of the Device Management service
- Internal communication capability, including email (internal and external) and unified communication

* This is the definition of P1 incidents and may not be relevant to this framework

P2: Complete or partial loss of a service, system or network, with limited impact on multiple users, including but not limited to:

- Where such a loss may cause:
  - financial loss and/or disruption to the customer which is more than trivial but less severe than the significant financial loss described in the definition of a Priority Level 1 failure

or ○ Corruption of organisational database tables

or ○ Loss of ability to update Customer Data.

- Services that have a major impact on the activities of customers [where no work around is available]
- A single non-business-critical service

* This is the definition of P2 incidents and may not be relevant to this framework

P3: Diminished or degraded service, system or network performance or capacity but not impacting business performance or productivity. or
Complete or partial loss of critical system or services for a single user, including but not limited to:

- Inability to access/operate non 'Line of Business' applications
- Unable to Work (Single user) e.g., Login
- Any end user device related issues

P4: Partial or limited impact on a single user, using a non-essential service or where workaround is available.

- Non-urgent.

or
Service Request.
or

- Inability to access non-critical user data, for example: user cannot locate Microsoft Office documents within a Home or from a Shared drive or within Outlook

* This is the definition of P4 incidents and may not be relevant to this framework

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7. REPORTING

7.1.1 The Service Provider shall provide reporting on all ITIL functions to the Buyer's SI.

7.1.2 The Service Provider shall provide monthly service pack reporting, including but not limited to service levels achievement and availability, capacity, and security. This reporting pack needs to be supplied to the Buyer's SIAM service provider prior to the regular service review.

7.1.3 As specified on requirement G025, the successful Service Provider shall provide appropriate information to allow full spend tracking during the period of the contract. This is to facilitate internal and external reporting. This shall remain as a monthly occurrence.

7.1.4 An example of the basic information is below with the final to be agreed during the transition process. The final information to be captured is not expected to be a complete copy of this file and is expected to be agreed during the contract initiation phase.

7.1.5 This file shall be updated monthly and in an .xlsx file and in future may be built into Power Bi to enable greater details and presentation of the captured data.

7.1.6 The successful provider may be asked at times to provide further information to help the Buyer meet its commercial governance reporting requirements.

8. CONTRACT DURATION

8.1.1 The contract period shall be for a period of 3 years.

8.1.2 This period of 3 years shall commence upon Contract signature and shall include the full transition period.

8.1.3 There shall also be 1 separate twelve (12) month extensions period which may be activated at the discretion of the Buyer.

9. CONTINUOUS IMPROVEMENT

9.1.1 The Service Provider shall continually improve the way in which the Services are delivered throughout the period of the Agreement. This should consider factors such as but not limited to:

- Cost effectiveness
- Cost reduction

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- Cost avoidance
- Security
- Scalability
- Enhanced efficiency and efficacy
- Execution time
- Risk removal and/or mitigation
- Further facilitating collaboration
- Social Value
- Sustainability

9.1.2 Further specific areas in which continuous service improvement must be considered by the Service Provider may be included elsewhere in this document.

9.1.3 The Service Provider shall collaborate with other parties (SI and Service Provider(s)) and contribute to the successful management of risks across the SIAM eco system.

9.1.4 The Service Provider shall pro-actively manage risk as part of the Service with adherence to the guidance issued by the Centre for Protection of National Infrastructure on Risk Management.

10. STAFF AND CUSTOMER SERVICE

10.1.1 The Service Provider shall describe the proposed team structure to deliver the contract in its response at Appendix F. This should include Implementation, Transition and Delivery phases.

10.1.2 Where key roles are identified in the Service Provider's team structure, the Service Provider will at contract award confirm named individuals for these positions. Service Provider Personnel in key roles may only be substituted with advanced notice to the Buyer and replacement with an equally skilled and experienced individual ensuring continuity of service at all times.

10.1.3 The Service Provider shall provide a transition manager and IT transition lead to deliver effective transition from any incumbent Service Providers to a timescale as agreed with the Buyer.

10.1.4 The Service Provider shall ensure that all its personnel understand the Buyer's vision and objectives and will provide excellent customer service throughout the duration of the Contract.

10.1.5 The Service Provider shall ensure that all Service Provider Personnel receive all appropriate knowledge about the Buyer's service requirements and Service

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Provider obligations, appropriate to the tasks for which they are employed in delivering the Service

10.1.6 The Service Provider shall ensure that all Service Provider Personnel possess the qualifications, relevant training, experience, and competence appropriate to the tasks for which they are employed in delivering the Service

10.1.7 The Service Provider shall ensure that all Service Provider Personnel adhere and comply with relevant security standards and hold appropriate security clearance in accordance with Buyer requirements.

10.1.8 The Service Provider shall ensure that all Service Provider Personnel supplying the Services shall act in a responsible and professional manner and shall provide and maintain the associated services with all due skill, care, and diligence.

11. SERVICE LEVELS AND PERFORMANCE

11.1 All processes shall be recorded on the SI tooling

11.1.1 The Service Provider shall operate a transparent process for managing incidents [following the Service Desk triage] in order to resolve incidents or requests.

11.1.2 The Service Provider shall take an active role during Major Incidents, including attending technical bridge calls.

11.1.3 The Service Provider shall submit requests for change and is expected to attend the weekly Problem and Change meetings, unless otherwise advised by the Buyer.

11.1.4 The Service Provider shall manage the delivery of change for Services, including but not limited to

- Operational change
- Problem management
- Professional Services / Projects, Project Management and Delivery

11.1.5 The Service Provider shall include Service Monitoring as part of the Services to ensure the delivery of the agreed service and provide evidence of such.

11.1.6 One of the ways in which the Buyer will measure the quality of the Service Provider’s Performance shall be by adoption of Service Level Agreements. The Buyer proposes the following SLAs and Service Providers should use these as the basis for their tender response. The Buyer reserves the right to amend the

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Target Service Level Performance and associated Service Credits ahead of contract award.

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SLA	Service Area	Service definition	Description	Target Service Level Performance	Service Credit (% monthly service charge)
1	Incident Management – Resolution Times	An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P1).	The Service Provider shall adhere to the following Incident resolution time, at a maximum: P1 4 working hours Resolution Time	95%	5%
2		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P2).	The Service Provider shall adhere to the following Incident resolution time, at a maximum: P2 8 working hours Resolution Time	95%	5%
3		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P3).	The Service Provider shall adhere to the following Incident resolution time, at a maximum: P3 2 working days Resolution Time	95%	5%
4		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P4).	The Service Provider shall adhere to the following Incident resolution time, at a maximum: P4 5 working days Resolution Time	95%	5%
5	Incident Management - Response times	An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P1).	Where a ticket is correctly assigned to a Third Party for resolution, the Service Provider will assign within 15 minutes for a P1, of receipt from the Customer. For the avoidance of doubt, any ticket assigned to a Third Party for resolution will be dealt with in accordance with the Incident Response Time process. P1 15 mins Response	95%	5%
6		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P2).	Where a ticket is correctly assigned to a Third Party for resolution, the Service Provider will assign within 30 minutes for P2 of receipt from the Customer. For the avoidance of doubt, any ticket assigned to a Third Party for resolution will be dealt with in accordance with the Incident Response Time process. P2 30 mins Response	95%	5%

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7		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P3).	Where a ticket is correctly assigned to a Third Party for resolution, the Service Provider will assign within 30 minutes for P3 of receipt from the Customer. For the avoidance of doubt, any ticket assigned to a Third Party for resolution will be dealt with in accordance with the Incident Response Time process. P3 30 mins Response	95%	5%
8		An incident is defined as an unplanned interruption or reduction in quality of an IT service. This SLA refers to the required resolution time proportional to the assigned priority (P4).	Where a ticket is correctly assigned to a Third Party for resolution, the Service Provider will assign within 30 minutes for P4 of receipt from the Customer. For the avoidance of doubt, any ticket assigned to a Third Party for resolution will be dealt with in accordance with the Incident Response Time proc P4 30mins Response	95%	5%
9		A request from a user for something to be provided - for example, a request for information or advice; to reset a password; or to provide hardware for a new user (P1).	The Service Provider shall adhere to the following request management resolution time, at a maximum: P1 2 working day fulfilment target	95%	5%
10	Request Management	A request from a user for something to be provided - for example, a request for information or advice; to reset a password; or to provide hardware for a new user (P2).	The Service Provider shall adhere to the following request management resolution time, at a maximum: P2 3 working day fulfilment target	95%	5%
11	Availability	Availability of the agreed contracted service.	The Service Provider shall maintain availability for enabled services (listed below) to the following levels during service hours (7am – 7pm, Monday to Friday, excluding UK Bank Holidays).	99.9% The actual services that are deemed applicable here need to be discussed further with the Potential Supplier	5%
12	Service Billing	Provision of timely and accurate billing for the contracted service as specified in the Service Provider's contract.	Service Provider shall provide timely and accurate billing (with validated PO number and description)	98%	5%
13	Problem Management	The management of the lifecycle of all problems that happen or could happen, identifying the cause of incidents of an IT service (reactively and proactively)	**Time to get to the root cause of the issue** The outcome that is being measured by the SLA is going to be the production of a Root Cause Analysis deliverable. The SLA is to measure the time between the formal closure of the incident and the formal provisioning time of problem management's root cause analysis deliverable.	**SLA: Priority 1** problems have root cause identified and resolved or mitigated within 5 working days of the problem being raised	5%

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14	Problem Management	The management of the lifecycle of all problems that happen or could happen, identifying the cause of incidents of an IT service (reactively and proactively)	**Measurement of provision of Root Cause Analysis documentation**. Formal document to be delivered using a set format which includes the timeline of events that caused the problem, and the actions that have been taken to provide a workaround. It should then list all of the actions and recommendations together with clearly identified owners that need to be completed by realistic dates in order to fix the problem.	A target date for initial draft documentation is 3 working days for simple problems and between 5 and 10 days for increasingly more complex ones. Full and final report to be provided within 5 working days of the problem record being closed	5%
15	Problem Management	The management of the lifecycle of all problems that happen or could happen, identifying the cause of incidents of an IT service (reactively and proactively)	**Measurement of progress on root cause analysis actions as agreed** The root cause analysis work will have identified actions that need to be undertaken and implemented to affect a permanent fix to the original issue and allow the workaround solution to be superseded. All resolutions will not be equal in complexity, effort and duration, therefore there will be an initial estimation of a target date for live implementation of a permanent fix which will need to be agreed by the Supplier and the Agency and any other relevant Stakeholder. Moving the target completion date is allowed, however this SLA limits how often this can occur to prevent action timescales drifting.	Target dates not to change more than twice for RCA Actions to be completed.	5%
16	Provision of New or Enhanced Services – Impacting and Proposal	A New or Enhanced Service is something which does not fall into scope of an existing supported service" This would also include a significant change to an existing service, including new sites, and moves/changes within the same location.	The Service Provider must respond to new or enhanced service requests within 10 working days of receipt of request. If the request is deemed complex and the 10 days SLA will not be met, then the Service Provider must inform the Buyer within 5 working days of receipt of the service request and agree a new target date for responses with the Buyer. Note: Complex requests are those that involve more than one service provider, unless these can be met within the 10 days target	**Simple solution** proposal: 10 working days **Complex solution** (Service Provider need longer to propose): confirm within 5 working days and agree a realistic target date.	5%

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17	Change Execution	The accurate and timely provision of changes to the contracted services within the Buyer's SIAM ecosystem.	The Service Provider shall execute changes via the published Change Management process. Changes are to be executed successfully on first attempt. Failed changes to be investigated and input in to Post Implementation Review.	98%	5%

11.1.7 The Buyer may seek remedies for poor Service Provider performance. If the Service Provider 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 Service Provider 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 Service Provider by Service Credits.

11.1.8 Service Credit entitlement shall be calculated by the Service Provider at the end of each monthly Service Period and agreed with the Buyer at the Service Review Meeting.

11.1.9 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.

11.1.10 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.

11.1.11 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, the appropriate Service Credits will be calculated, and applied according to 11.1.10 above subject to the overall cap at 11.1.11 above. The decision to waive a Service Credit is entirely at the discretion of the Buyer.

11.1.12 Notwithstanding the overall Service Credit cap, the Buyer will monitor performance against all SLAs on a monthly basis. In the event that an SLA is failed in three successive months, the Buyer will require a Rectification Plan from

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

11.1.13 The Buyer considers failure to achieve SLA 11 Availability to be a “critical service level failure”. This “critical service level failure” and the applicable thresholds are to be agreed with the Buyer as part of the contract finalisation process following identification of the successful provider.

11.1.14 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.

12. SUPPLIER ASSURANCE COMPLIANCE

12.1.1 Service Providers are required to take appropriate and proportionate technical and procedural measures to manage the risks to the systems and processes it manages on the Buyer’s behalf, in accordance with the Buyer’s risk appetite. Following the identification of a preferred Service Provider, that Service Provider shall be required to evidence compliance with one or more of the Cyber Security and information governance requirements and complete the supplier assurance questionnaire contained in the formal Invitation to Tender. Details of the full award process can be found within the Invitation to Tender document.

This assessment was completed during the tender process, and the assessment documents have been provided to the Buyer.

13. LOCATION

13.1.1 The location of the Services will be carried out either remotely, or at the Buyer’s premises.

13.1.2 Throughout the duration of the Agreement, the Buyer may require the Service Provider to attend meetings on the Buyer’s site, primarily Birmingham, with possible visits to other sites, but shall endeavour to provide reasonable notice.

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REMAINDER OF SCHEDULE 1 - REDACTED

SCHEDULE 2 - REDACTED

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Schedule 3: Collaboration agreement

N/A.

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Schedule 4: Alternative clauses

N/A.

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Schedule 5: Guarantee

N/A.

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Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.

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Background IPRs	For each Party, IPRs: ● owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes ● created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

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Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.

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Confidential Information	Data, Personal Data and any information, which may include (but isn't limited to) any: ● information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above ● other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the UK GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

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

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

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

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Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: ● acts, events or omissions beyond the reasonable control of the affected Party ● riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare ● acts of government, local government or Regulatory Bodies ● fire, flood or disaster and any failure or shortage of power or fuel ● industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: ● any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain ● any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure ● the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into ● any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).

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Framework Agreement	The clauses of framework agreement RM1557.13 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or

	defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).

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Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.
Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.

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Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.

Insolvency event	Can be: ● a voluntary arrangement ● a winding-up petition ● the appointment of a receiver or administrator ● an unresolved statutory demand ● a Schedule A1 moratorium ● a Dun & Bradstreet rating of 10 or less
Intellectual Property Rights or IPR	Intellectual Property Rights are: ● copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information ● applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction ● all other rights having equivalent or similar effect in any country or jurisdiction

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Intermediary	For the purposes of the IR35 rules an intermediary can be: ● the supplier's own limited company ● a service or a personal service company ● a partnership It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.

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Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and '**Losses**' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

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Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

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

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Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.

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Processor	Takes the meaning given in the UK GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to: ● induce that person to perform improperly a relevant function or activity ● reward that person for improper performance of a relevant function or activity ● commit any offence: ○ under the Bribery Act 2010 ○ under legislation creating offences concerning Fraud ○ at common Law concerning Fraud ○ committing or attempting or conspiring to commit Fraud

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

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Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's highperformance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.

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Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call- Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the GCloud Services, including backup data.

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

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

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

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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.

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Annex 1: Processing Personal Data

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

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

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

REDACTED

(b)Official Receivers when carrying out their duties as officers of the court and the Adjudicator are data controllers in their own right. The contact details of their Data Protection Officer are:

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.

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Description	Details
Identity of Controller for each Category of Personal Data	**The Buyer is Controller and the Supplier is Processor** The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, Buyer is the Controller and the Supplier is the Processor of the Personal Data recorded below:
Duration of the Processing	The duration of the Processing activity shall be for the Term of this Agreement.
Nature and purposes of the Processing	Personal contract details will be used in relation to the logging of incidents
Type of Personal Data	It is not expected that personal data will be processed under this service. Staff data (such as contact numbers/emails) will be required as part of the service for the logging and resolving of incidents.

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Categories of Data Subject	Staff data (such as contact numbers/emails)
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	In accordance with the Buyers instructions the Supplier shall return or delete the Personal Data of the Buyer once the processing is complete or on expiry or termination of this Agreement.