



Crown Commercial Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

<i>G-Cloud 12 Call-Off Contract</i>	1
Part A: Order Form	2
Schedule 1: Services	18
Schedule 2: Call-Off Contract charges	22
Part B: Terms and conditions	24
Schedule 6: Glossary and interpretations	422
Schedule 7: GDPR Information	53

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.

Digital Marketplace service ID number	827485167478463
Call-Off Contract reference	GetUBetter_2022/24
Call-Off Contract title	Provision of MSK Self-management App
Call-Off Contract description	getUBetter is a physiotherapy self-management digital therapy platform that integrates with local musculoskeletal (msk) pathways, to aid recovery from MSK conditions. Clinicians and organisations prescribe the app, to enable their patient to trust their own recovery via a day-to-day standardised, clinically led, self-management recovery and prevention pathway.
Start date	01/11/2022
Expiry date	31/10/2024
Call-Off Contract value	£428,400 (includes VAT)
Charging method	Invoice
Purchase order number	148 (first payment)

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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 Deliverables offered by the Supplier and defined in the Application.

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

From the Buyer	NHS Derby and Derbyshire Integrated Care Board / Joined Up Care Derbyshire First Floor, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT
To the Supplier	Carey Mcclellan, CEO & Clinical Director, getUBetter The Old Dairy, Ashton Hill Farm, Weston Road, Failand, Bristol BS8 3US [REDACTED] Company number: 08330528
Together the 'Parties'	

Principal contact details

For the Buyer:

Sophie Smith- Project Manager (MSK Commissioning Manager) [REDACTED]

On behalf of NHS Derby and Derbyshire Integrated Care Board / Joined Up Care Derbyshire,
First Floor, Cardinal Square, 10 Nottingham Road, Derby, DE1 3QT

MSK Commissioning team- [REDACTED]

For the Supplier:

Gavin Ford, getUBetter, [REDACTED]

The Old Dairy, Ashton Hill Farm, Weston Road, Failand, Bristol BS8 3US, Mobile
phone- [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/11/2022 and is valid for 24 months. The date and number of days or months is subject to clause 1.2 in Part B below.
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. This is a trial period with funding provided initially for 24 months. The extension periods are subject to clauses 1.3 and 1.4 in Part B below. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8. The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each. The extension of the contract is contingent upon the evaluation of the digital platform and our internal contract review and funding availability from finance. 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

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 2: Cloud software
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: • Self-management digital therapy. getUBetter provides 24/7 self-management information and support, for people to self-manage their MSK conditions. Patients are only re-directed to healthcare services when necessary. This is provided through evidence based, personalised digital self-management which provides support for all common musculoskeletal injuries and conditions. • Configuration of platform to local pathways. • Facilitate engagement and awareness sessions. • Installation & training to all GP practices within Derby & Derbyshire, (currently 117 but this may fluctuate due to practice mergers/closures). • Installation & training to Derby & Derbyshire Physiotherapy Providers including, but not limited to, independent sector, third sector, and NHS organisations contracted by Derbyshire Integrated Care Board. • Installation & training to primary care/secondary care and community providers. • Provide promotional resources for the providers and patients. In different formats to suit the user. You should state the maximum anticipated volumes of all services under this Call-Off Contract although there is no guarantee to the Supplier of volume. If there is a service that won't begin on the Start date, then simply put 'zero'.
Additional Services	1.  2. Perioperative "support modules". These are made available alongside all the existing MSK conditions

	 3. The getUBetter app is being evaluated by NECS on behalf of the Academic Health Science Network- the Provider will need to provide all relevant information upon request to NECS who will be evaluating the projects benefits.
Location	The Services will be delivered to; • All GP Practices across NHS Derby & Derbyshire ICS. • Identified Physiotherapy departments in NHS Derby & Derbyshire ICS. • Identified Independent Sector and Community Physio providers in NHS Derby & Derbyshire ICS.
Quality standards	The technical and quality standards required and used for the procurement of this contract are detailed below: 1. Community Data reporting: Q1 What Community data reporting will be available to analyse? 2. Self-Care: Q2 What functionality does the platform feature to accommodate improving self-care management? 3. Digital Triage: Q3 How will reports be accessed, and how often will these be produced? -Does your digital tool form part of a service that requires registered health or care professionals to operate? 4. Referral Optimisation: Q4 What configuration is required on the clinical system, and can the data appearing in the clinical systems be demonstrated?

5. Security: Q5 How will staff log into the platform? & How are patients register? How will the system interact with data held in the GP clinical system? -security? DIPA Standards? Monitor wellness? fitness?
6. Condition Management: Q6 Does the Digital offer support patients with programmes to manage condition, pain or mental health while waiting? (Support from clinicians)
7. Integration: Q7 Does the tool integrate with a website or other software/device? if and how the digital service integrates with other systems (e.g., a GP System or a parent System. Other examples may include patient administration or prescribing systems.)
8. Technical: Q8 Does your product process (e.g., store) personal data of NHS or Social Care patient/client/service users?
9. Implementation: Q9 How Long will it take you to implement if we were to use the product? 12-18 months project, how is success measured? parity of access? Willing to work jointly?

The additional quality standards required for this Call-Off Contract are.

For getUBetter to maintain Class 1 medical device accreditation and complies with ISO14971 (safety) and ISO13485 (quality) standards and hold Class 1 registration.

Maintain high standard of safety and Information Governance documentation and approvals including.

- Data Protection Impact Assessment
- Hazard log
- Safety case
- Safety assurance work
- Information Governance hazard log
- Data Security and Protection Toolkit
- Information Governance assurance work.
- Cyber Essentials

To ensure that patients have the best possible experience whilst using the app full training and education on how to use the app will be provided by the supplier to all GP Practices and Physiotherapy departments. This will ensure that referring Clinicians are fully competent on how to use the app and the benefits it can provide.

	The provider will gather feedback from the users of the app can respond to questionnaires on their views of the quality of the app.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are: • Maintain iOS platform compatibility • Maintain android platform compatibility • Maintain web browser compatibility • (When live) EMIS/TPP SystmOne clinical information systems
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are; • System availability 99.95% 24/7. • In the event of breakdown, getUBetter mobilise disaster recovery procedures. This focuses on informing all affected users via a variety of media and reporting protocols, establishing the root cause of the problem and then re-establishing the service within a short a time as possible as indicated in the service definition. • Updates containing new software features, enhancements and bug fixes to software are applied to the getUBetter production service as required. Planned maintenance is scheduled outside of UK business hours in times of low or no usage, usually between midnight and 2am. • Software updates or patches to avoid or correct faults causing critical or severe disruption to service may be applied on an “as needed” basis at any time with urgent patches applied within 12 hours and standard, 36 hours. – in agreement with ICB. • Where Emergency Maintenance is necessary and is likely to affect the Service, getUBetter will endeavour to inform the affected parties as soon as possible and in any case within one hour of the start of the Emergency Maintenance. • getUBetter provide a Customer Support Desk as part its Services Operations Centre based in Bristol. The Service Desk is available to both clinician and end-users in respect to queries, fulfilling service requests, and investigating and fixing suspected faults. The Service Desk is manned during UK business hours excluding public holidays. Access to the Service Desk is provided

	• email: contact@getUBetter.com • online at the getUBetter web portal: http://getubetter.com • clicking the contact button found on the getUBetter web pages. • Requests for support can be submitted 24 hours a day, 7 days a week. Requests are processed during regular business hours within 24 hours of receipt (9:00am to 5:00pm, Monday-Friday)
Onboarding	The onboarding plan for this Call-Off Contract is, once contracts are finalised and DPIA arrangements satisfied for getUBetter to support the NHS Derby & Derbyshire ICB onboarding team with all technical set-ups and awareness training for all in-scope locations as confirmed in the implementation plan.
Offboarding	The offboarding plan for this Call-Off Contract is turn off the app for NHS Derby & Derbyshire ICB so that it can no longer be digitally prescribed to patients. Once the platform rolls out to primary, community and secondary care providers has been completed and evaluated, a business case will be completed and if approved, the app can be turned back on so that patients can be prescribed the app. It is worth noting that patients already using the app will be able to continue to do so even after the project has been completed. Only new patients would not be able to access the app. Any patient who revokes consent has their data deleted immediately. For patients who retain consent, data will be stored for seven years.
Collaboration agreement	Not relevant.

Limit on Parties' liability (to be completed by Contract manager)	The annual total liability of either Party for all Property Defaults will not exceed £5,000,000. The annual total liability for Buyer Data Defaults will not exceed one hundred and twenty-five percent (125%) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other Defaults will not exceed the greater one hundred and twenty-five percent (125%) of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Included below the Indemnity Insurance certificate from getUbetter: getUBetter Insurance Document 2022.pdf
Insurance (to be completed by Contract manager)	The 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 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.
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days. This section relates to clause 23.1 in Part B below.

Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the: • operation of the Framework Agreement and the Call-Off Contracts entered with the Buyer • Services provided under any Call-Off Contracts (including any Subcontracts) • amounts paid by each Buyer under the Call-Off Contracts The Supplier will allow the representatives of Buyers receiving Services access to the records, documents, and account information, as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, as referred to in clauses 7.4 to 7.13 of the Framework Agreement.
Buyer's responsibilities	The Buyer is responsible for; • Providing clinical support and clinical approval of the localisation and content within the app, including corporation of local & national guidelines and red flags. • Provide information on local non-medical services. • Provide the supplier with Primary Care details as part of the comms and engagement plan. • Ensure that GPs and Physiotherapists across Derby & Derbyshire suitable identify patients for onboarding onto the app.

	• Provide a self-referral option for patients of Derby & Derbyshire. • Arranging all necessary meetings including monthly reviews with the supplier following go-live. • Supply regular highlight reports to NHSE to provide assurance on progress of the project. • Conduct evaluation on the project in conjunction with getUBetter over the course of the 2-year contract. • Agree and sign-off critical decisions required for implementation and localisation of the app.
Buyer's equipment	Not Relevant.

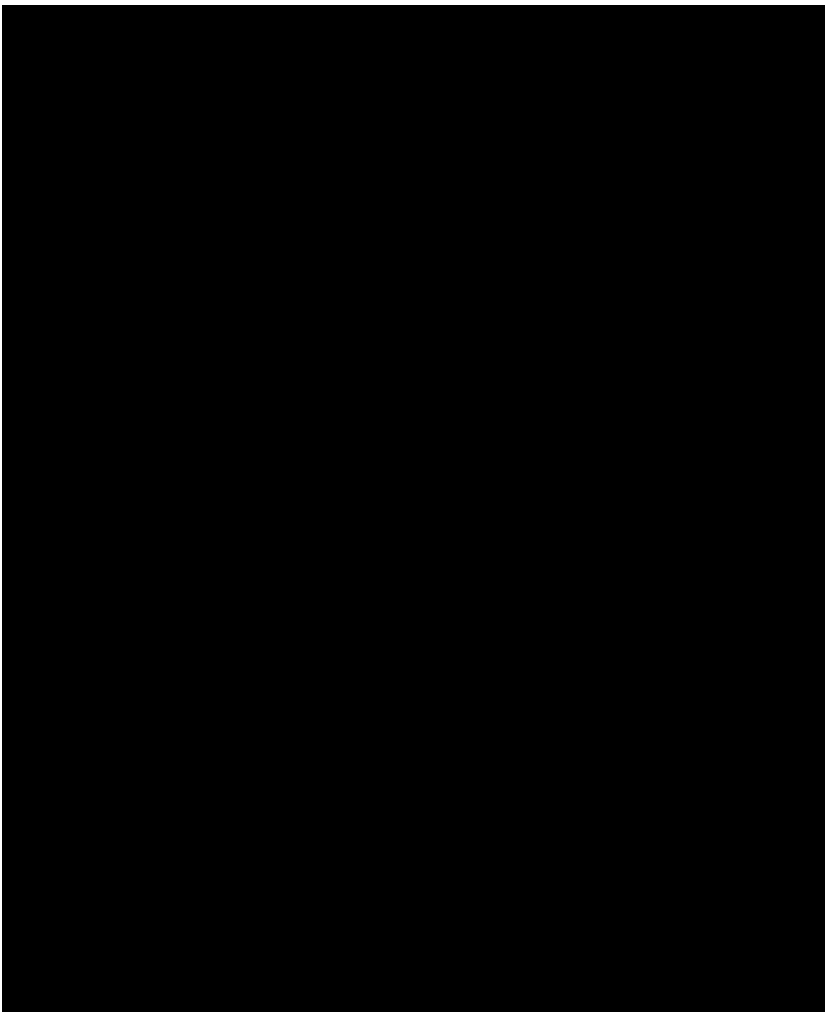
Supplier's information

Subcontractors	• UKCloud for hosting. All data retrieved in the patient in-app experience, is retrieved from data tables held in UK Cloud servers. UK Cloud is a UK based preferred partner for UK government organisations. getUBetter partner with UK Cloud as they are recommended partners for any supplier wishing to operate to Internationally assured standards of data security and integrity. • Iatro for API middleware to EMIS and TPP SystemOne clinical information system for patient record. Iatro provide the middleware software through which the flow of data from our data tables passes en-route to EMIS patient records. The middleware provides getUBetter a technical capability for this flow (transmission) that getUBetter does not have. Iatro also demonstrate appropriate data security and integrity and sits within the mandated HSCN network. This iatro software is tested and signed off by the NHS Digital team as part of the routine software authorisation procedures.
-----------------------	--

	With both partners, getUBetter maintain a professional relationship accompanied with appropriate service levels.
--	--

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 Invoice via pdf.
Payment profile	
Invoice details	The Supplier will issue electronic invoices singularly via pdf. Invoices need to be sent to the following email: sbs.apinvoicing@nhs.net

	The Buyer will pay the Supplier within 30 days of receipt of a valid invoice upon signing the call-off contract.
Who and where to send invoices to	Invoices will be sent to in PDF format and emailed to: sbs.apinvoicing@nhs.net NHS DERBY & DERBYSHIRE ICB, QJ2 PAYABLES N045, PHOENIX HOUSE, TOPCLIFFE LANE, WAKEFIELD, WF3 1WE
Invoice information required	All invoices must include Invoice Number, Description & Quantity, Requisitioner and Terms
Invoice frequency	Invoice will be sent to the Buyer when required.
Call-Off value Contract value	The total value of this Call-Off Contract is £357,000 + VAT (£71,400)
Call-Off charges Contract charges	

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones: • Go-live with all GP Practices (currently 117) and Physiotherapy Services in 2022/23 as a soft-launch. This will then be expanding to all Physiotherapy Departments and Community Wellbeing Services in agreement with the ICB. • Monthly review meetings between getUBetter and DDICB will include but not limited to the number of referrals, risks and issues and developments.
--	---

	• Following the first 18 months of the licence the ICB will look to develop a business case with a view to extending purchase of the licence for an additional year, or 24 months as required. This is dependent upon the outcome of the NECS evaluation which will be due to be completed in 2023 and the internal DDICB contract review. • Agreement of the KPIs with getUBetter and the Evaluation Steering Group. The final KPIs will be included within the evaluation document including the following elements; ○ Reduction in demand for Orthopaedic and MSK physiotherapy services ○ Reduction in no. of primary care appointments for MSK related conditions ○ Increased no. of referrals into Community Well-being Service ○ Improved patient outcomes ○ Increase in number of people feeling supported ○ Increased number of people accessing non-medical interventions ○ Offer more holistic offers and programmes for patients to support self-management and prevention. ○ Waiting list information matched to app data ○ Hospital data sources matched to app data ○ Service data sources (e.g. physiotherapy) matched to app data • The Proposed operational KPI's are detailed below: 1. To measure the number of patients accessing app & how many times. 5% increase in usage month on month. 2. To measure the Number of people who have seen an increase in quality of life-increase in scoring from app. 70% target. 3. To measure the Number of people who have seen an increase in quality of life-increase in scoring from app. 70% target. 4. To measure Number of Staff who have engaged with app. Aim of staff in 90% of PCNs referring patients in, as well as both hospital trusts and larger community providers. 5. To measure number of PCNS using the app. 90% target.
--	--

	6. To measure how the patients are signing up to the app. 7. To measure changes in patient behaviour following the use of the app. • Ensure that data provided by getUBetter will be able to answer the KPI's identified. • Aggregate data can be collected and extracted from the getUBetter platform which can be a flow into the ICB for reporting purposes. • The data frequency for this process will be monthly. The process of this is being developed with getUBetter, NECS & the ICB MSK digital project team. • getUBetter will be able to provide data extracts to ICB BI colleagues to be able to provide a better understanding of which patients have been using the app in which we would be able to link Primary Care and Physiotherapy datasets to provide evaluation data. Data sets would need to be linked through the use of NHS numbers and being pseudonymised. ICB BI colleagues, NECS and NHS Digital have been involved and reporting agreements are being agreed (this is detailed in the data section of this contract).
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1.

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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	Carey McClellan For and on behalf of getUBetter	Chris Weiner For and on behalf of NHS Derby & Derbyshire ICB
Title	CEO & Clinical Director	Chief Medical Officer
Signature		
Date	Enter date 3/1/23	Enter date 20/01/2023

Schedule 1: Services

To be added in agreement between the Buyer and Supplier and will be G-Cloud Services the Supplier is capable of providing through the Digital Marketplace.

Service description/deliverables

The NHS Derby & Derbyshire ICB MSK pathway currently does not have robust, user friendly, interactive, stand-alone support for patients to self-manage their MSK conditions. Whilst there is information available to patients to help them self-manage their MSK condition(s), hosted on provider websites, these are often only accessed by patients after a contact with a clinician e.g. GP, FCP physiotherapist. We want to provide this information upstream so that patients can self-manage before they access healthcare but also for clinicians to have digital tools to employ to enable them to reduce unnecessary follow up and to support self-management following consultations.

We are commissioning an MSK self-management app that will then be available for use within all DDICB GP practices, Core Therapy Services, Community Wellbeing Service and Social Prescribers. This will allow patients to manage their MSK condition at home by following advice and videos in the app.

Care pathway

Patients will be able to access the app through 3 different routes. The first will be when a patient presents to the system to see a GP. If the GP determines that the patient needs to self-manage, they will be sent a link which will bring the patient to the getUBetter web browser and branded practice access page where they will enter the condition they want to follow, and they add email address, so gain access the app. We would anticipate that the text messaging for this app would be used for Primary Care targeting, the costs of the text messages will be funded separately.

The second route of referral is through a desktop link. The Clinician or Social Prescriber will be able to access the desktop link and on behalf of the patient, enter their email address to receive a link to then download the app and enrol. We would expect that the desktop link would be used by the Physiotherapy Departments & Community Wellbeing Service.

The final referral method is self-referral, and this would be found on a webpage located on GP Practice website. The patient enters the condition on the access page and then their email address to access the app.

The patient will open the app and complete a screening questionnaire to input their demographics and to check there aren't any red flags. If there is a red flag, they will be told to make an appointment to see their GP or First Contact Physiotherapist.

Implementation plan

getUBetter will be implemented as part of a phased plan across Derby & Derbyshire. Phase 1 would look to implement within 5 PCNs who will install within all practices within those PCNs. The aim is to have gone live toward the end of January with this phase. There will be targeted awareness sessions provided by getUBetter to these areas to understand any training requirements, promotional materials, and technical installation.

Following phase 1, we will look to commence phase 2 which will be installing the app in 5 more PCN's across Derby & Derbyshire. Prior to phase 2 go-live, there will be a communications plan in place to target those Primary Care Practices interested in initially launching getUBetter in their practice. Much like phase 1, there will then be targeted sessions with each Practice to agree an installation and go-live date with each Practice. Installation will also be due to take place for Core Physiotherapy so go-live will be made available to all Physiotherapy departments on an agreed date with further awareness sessions in place. Our physiotherapy clinical champion will help support these.

Phase 3 will look to then launch getUBetter in Primary Care practices who expressed an interest but didn't want to launch straight away. Phase 3 will look to target Primary Care practices who did not express an interest or engage.

It is worth noting that we are expecting data reports from getUBetter to the ICB through the agreed process by sending through to the commissioners.

User Profiles

Users of the getUBetter app for Derby & Derbyshire will be patients with an MSK condition who would have been digitally prescribed the app or accessed the app through self-referral. User authentication is required, and this will be achieved using a username and password.

Required Outcomes

The implementation of getUBetter within the MSK pathway within Derby & Derbyshire will support a number of the recommendations and objectives as found within the Best MSK High Impact Strategy to support the vision of enabling best lifelong MSK health within all communities through sustained delivery of evidence informed personalised high-quality healthcare valued by all.

The app will support shared decision-making, as it would include options for the patient to either self-refer or to discuss with their clinician, based on the most up to date evidence and will support people to be managed outside of secondary care settings unless clinically indicated (Recommendations 3, 12, 15, 19, 27, 42).

The app is designed to support an evidence-based triage process and to ensure that patients can be signposted as needed to clinical services, and will encourage and support people to manage their own condition or use alternative support options through information available to them in the app and localised the area (Recommendations 4, 5, 12, 42).

getUBetter will help standardise self-management support across the whole MSK pathway including pre-hospital, hospital and post-hospital activity to help with the reduction of variation in access and better patient outcomes (Recommendations 3, 12).

getUBetter will have the capability throughout the entire pathway to help keep the focus of health promotion, wellbeing and lifestyle optimisation using supported self-management, appropriate referral and triage and lifestyle monitoring. This will help empower and encourage our patients to better self-manage their MSK and Pain conditions but to also educate them around the opportunities and impacts that exercise, diet, weight, smoking and mental health can have when self-managing their conditions. This will provide a wide range of benefits for not only the patients, but also the ICS in terms of reduction in demand, better patient outcomes, reduction in variation & health inequalities and will support mental health.

getUBetter will be locally configured to support the challenges in terms of restoration of MSK service provision within Derby & Derbyshire and adapting provision to meet more complex clinical needs. It will support within each of the five key transformational domains;

1. Health promotion and prevention
2. Assessment and triage
3. Long term condition management and rehabilitation
4. Diagnostics
5. Planned secondary care

getUBetter will have the capability to reduce any unwarranted variation within the MSK pathway by a locally configured and regularly updated MSK pathway in which patients will feel supported that they are being referred to the correct service, community programme, diagnostic test or medication if required. We will work with getUBetter to provide a local integrated MSK pathway that will take a collaborative and personalised approach. There will be a number of resources and guidance built into the app that will be safe and effective for patients to access to provide a positive experience for those accessing the app. The app also allows for condition specific MSK issues which will help ensure the appropriate use of diagnostics

Portfolio, Programme & Project Management.

The MSK digital subgroup will project manage this implementation on behalf of the Joined-Up Care Derbyshire and liaise with the ICS digital teams.

System Features & Functionality

- Patient pathway management: triage, recovery, prevention, support
- One app for all common minor injury conditions
- Bespoke content configured for individual ICB's
- Prescribed locally by clinician or direct via website
- Self-referral and connection to local third-party MSK tools
- Questionnaire, nudges, video content and risk stratification to guide patient
- Possible Integration with GP system
- Real-time data analytics dashboard
- Medical device registration (CE marking)
- Data security and evidence based

Professional Support

Professional support will be provided by the team at getUBetter.

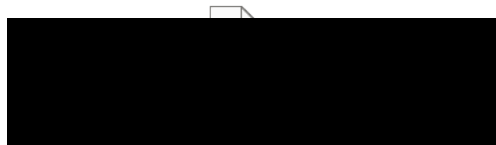
Downtime

getUBetter will advise the ICB and Clinicians of any planned maintenance of the system so that referrers can be advised appropriately.

getUBetter will be responsible for any unplanned downtime of the system and will work to rectify any issues.

Data & Evaluation

getUBetter will provide aggregated reports to Derbyshire ICB to demonstrate how the App is being used within Derbyshire to an agreed monthly timetable. These reports will start being sent to Derbyshire ICB 6 months after the contract start date- 01/05/2023. These reports will then be expected to be sent on the first week of each month, monthly. Timetable embedded below:



getUBetter will also provide patient level data to the NECS Data Management Team monthly using the pseudo at source methodology.

The NECS Pseudo@Source utility is a web-based tool developed by NECS, which allows data to be pseudonymised, encrypted and securely transmitted to NECS. It uses the same pseudonymisation methodology as Nottingham University's Open Pseudonymiser tool.

It allows external organisations to submit CSV files to NECS via a modern web browser. No data is uploaded by the tool until data has been pseudonymised and encrypted. This is received by NECS and decrypted within a restricted area. The encryption of the data uses asymmetric (public-private key) encryption, and the decryption key is only held in a restricted area of NECS' network. The connection from the browser to the server, is encrypted using TLS, meaning the data is encrypted for a second time during transit.

Once data lands on NECS' network, the pseudonym is replaced with a more consistent pseudonym to allow linkage to other datasets. This replacement process takes place automatically, and without the data being reidentified at any point.

The data is then stored within a database with role-based access control, ready for linkage with other datasets. Note that the patient level file specification is detailed below, and the monthly submission will be expected on the first week of each month.

Data Specification:

Field
NHS Number
GP Practice
Age
Postcode
Ethnicity
Referral Date
Source of Referral
Date patient registered to use the GetUBetter App & how many times accessed.
Clinical Condition that the patient registered on the App for.
Date patient used the App.
The scoring of the patients pain each time they get asked

If national governance expands the scope of local data flows that DSCROs can collect, it is expected that GetUBetter will stop using the pseudo at source methodology and move to submitting their data via the Data Landing Portal (DLP).

The GetUBetter data will be linked to other NHSD data sets to help evaluate the Service.

Pseudonymised data will be published into the data warehouse.

Evaluation

An evaluation of the project will be facilitated by NHS Derby & Derbyshire ICB. An evaluation group has been arranged which has identified the following 5 key questions to be answered:

1. Did we implement it well?
2. Do people like it?
3. Does it work?
4. Did it change referrals in the pathway?
5. Any unintended consequences

Academic Health Science Network Evaluation

Getubetter agrees to grant suitable access to NECS to access the data as defined in the Evaluation Plan (Appendix B) without undue delay in order for the evaluation to proceed to the timescales agreed.

Offboarding

getUBetter has a procedure which is triggered when a patient no longer wants to use the app and doesn't want getUBetter to keep their data. The data is deleted from the getUBetter service as that is a requirement of the GDPR legislation

In line with providers, getUBetter will retain NHS Derby & Derbyshire patient data as per the NHS digital best practice which will be for 7 years.

Exit plans

A clear exit strategy will be put in place where the app for NHS Derby & Derbyshire ICB can be turned off following the 24 months of the original contract. This will mean that Clinicians and Social Prescribers will not be able to refer new patients onto the platform. Self-referral from patients will also be shut down. Patients already referred to and using the app, will continue to do so.

A business case will then be written to secure funding so that getUBetter can be continued to be digitally prescribed to patients in Derby & Derbyshire if the DDICB wishes this following the NECS evaluation and the DDICB internal contract review.

Schedule 2: Call-Off Contract charges

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

G-Cloud Cloud Software July 2020

Version 1.2

getUBetter – Digital Injury and Condition Management
Pricing Document



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 24 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 2 periods of up to 12 months each.
- 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 extend the contract beyond 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:

- 4.1 (Warranties and representations)
- 4.2 to 4.7 (Liability)
- 4.11 to 4.12 (IR35)
- 5.4 to 5.5 (Force majeure)
- 5.8 (Continuing rights)
- 5.9 to 5.11 (Change of control)
- 5.12 (Fraud)
- 5.13 (Notice of fraud)
- 7.1 to 7.2 (Transparency)
- 8.3 (Order of precedence)
- 8.6 (Relationship)
- 8.9 to 8.11 (Entire agreement)
- 8.12 (Law and jurisdiction)
- 8.13 to 8.14 (Legislative change)
- 8.15 to 8.19 (Bribery and corruption)
- 8.20 to 8.29 (Freedom of Information Act)
- 8.30 to 8.31 (Promoting tax compliance)
- 8.32 to 8.33 (Official Secrets Act)
- 8.34 to 8.37 (Transfer and subcontracting)
- 8.40 to 8.43 (Complaints handling and resolution)
- 8.44 to 8.50 (Conflicts of interest and ethical walls)
- 8.51 to 8.53 (Publicity and branding)
- 8.54 to 8.56 (Equality and diversity)
- 8.59 to 8.60 (Data protection)
- 8.64 to 8.65 (Severability)
- 8.66 to 8.69 (Managing disputes and Mediation)

- 8.80 to 8.88 (Confidentiality)
- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

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' 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 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

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

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

3. Supply of services

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

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

4. Supplier staff

4.1 The Supplier Staff must:

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

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

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

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

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

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

- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

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

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

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

9. Insurance

- 9.1 The Supplier will maintain the insurances required by the Buyer including those in this clause.
- 9.2 The Supplier will ensure that:
 - 9.2.1 during this Call-Off Contract, Subcontractors hold third party public and products liability insurance of the same amounts that the Supplier would be legally liable to pay as damages, including the claimant's costs and expenses, for accidental death or bodily injury and loss of or damage to Property, to a minimum of £1,000,000
 - 9.2.2 the third-party public and products liability insurance contains an 'indemnity to principals' clause for the Buyer's benefit
 - 9.2.3 all agents and professional consultants involved in the Services hold professional indemnity insurance to a minimum indemnity of £1,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
 - 9.2.4 all agents and professional consultants involved in the Services hold employers' liability insurance (except where exempt under Law) to a minimum indemnity of £5,000,000 for each individual claim during the Call-Off Contract, and for 6 years after the End or Expiry Date
- 9.3 If requested by the Buyer, the Supplier will obtain additional insurance policies, or extend existing policies bought under the Framework Agreement.
- 9.4 If requested by the Buyer, the Supplier will provide the following to show compliance with this clause:
 - 9.4.1 a broker's verification of insurance
 - 9.4.2 receipts for the insurance premium
 - 9.4.3 evidence of payment of the latest premiums due
- 9.5 Insurance will not relieve the Supplier of any liabilities under the Framework Agreement or this Call-Off Contract and the Supplier will:
 - 9.5.1 take all risk control measures using Good Industry Practice, including the investigation and reports of claims to insurers
 - 9.5.2 promptly notify the insurers in writing of any relevant material fact under any Insurances
 - 9.5.3 hold all insurance policies and require any broker arranging the insurance to hold any insurance slips and other evidence of insurance
- 9.6 The Supplier will not do or omit to do anything, which would destroy or impair the legal validity of the insurance.

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

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

9.8.1 premiums, which it will pay promptly

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

10. Confidentiality

10.1 Subject to clause 24.1 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 the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. 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 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.

11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.

11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.

11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.

11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown 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:

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

11.5.2 Supplier's performance of the Services

11.5.3 use by the Buyer of the Services

11.6 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:

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

- 11.6.2 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
- 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer
- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
 - 11.7.2 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
 - 11.7.3 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.

12. Protection of information

- 12.1 The Supplier must:
 - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
 - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
 - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
 - 12.2.1 providing the Buyer with full details of the complaint or request
 - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
 - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
 - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.

13. Buyer data

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

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

- 13.9 The Supplier agrees to use the appropriate organisational, operational and technological processes to keep the Buyer Data safe from unauthorised use or access, loss, destruction, theft or disclosure.
- 13.10 The provisions of this clause 13 will apply during the term of this Call-Off Contract and for as long as the Supplier holds the Buyer's Data.

14. Standards and quality

- 14.1 The Supplier will comply with any standards in this Call-Off Contract, the Order Form and the Framework Agreement.
- 14.2 The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is at:
<https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
- 14.3 If requested by the Buyer, the Supplier must, at its own cost, ensure that the G-Cloud Services comply with the requirements in the PSN Code of Practice.
- 14.4 If any PSN Services are Subcontracted by the Supplier, the Supplier must ensure that the services have the relevant PSN compliance certification.
- 14.5 The Supplier must immediately disconnect its G-Cloud Services from the PSN if the PSN Authority considers there is a risk to the PSN's security and the Supplier agrees that the Buyer and the PSN Authority will not be liable for any actions, damages, costs, and any other Supplier liabilities which may arise.

15. Open source

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

16. Security

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

plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.

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

17. Guarantee

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

18. Ending the Call-Off Contract

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

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

- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date (whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
- 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration
- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
- 7 (Payment, VAT and Call-Off Contract charges)
 - 8 (Recovery of sums due and right of set-off)
 - 9 (Insurance)
 - 10 (Confidentiality)
 - 11 (Intellectual property rights)
 - 12 (Protection of information)
 - 13 (Buyer data)
 - 19 (Consequences of suspension, ending and expiry)
 - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
 - 8.44 to 8.50 (Conflicts of interest and ethical walls)
 - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
- 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
- 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
- 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
- 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
- 19.5.5 work with the Buyer on any ongoing work
- 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date

- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

20. Notices

- 20.1 Any notices sent must be in writing. For the purpose of this clause, an email is accepted as being 'in writing'.
- Manner of delivery: email
 - Deemed time of delivery: 9am on the first Working Day after sending
 - Proof of service: Sent in an emailed letter in PDF format to the correct email address without any error message
- 20.2 This clause does not apply to any legal action or other method of dispute resolution which should be sent to the addresses in the Order Form (other than a dispute notice under this Call-Off Contract).

21. Exit plan

- 21.1 The Supplier must provide an exit plan in its application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18-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 extend the Term beyond 24 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 extension period on terms that are commercially reasonable and acceptable to the Buyer

21.6.2 there will be no adverse impact on service continuity

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

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

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

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

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

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

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

21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This

will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.

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

23. Force majeure

- 23.1 If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than the number of consecutive days set out in the Order Form, 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 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:

24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form

24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form

24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

25. Premises

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

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

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

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

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

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

25.5.2 comply with Buyer requirements for the conduct of personnel

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

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

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

26. Equipment

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

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

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

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

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

28. Environmental requirements

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

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

29. The Employment Regulations (TUPE)

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

- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
- 29.2.1 the activities they perform
 - 29.2.2 age
 - 29.2.3 start date
 - 29.2.4 place of work
 - 29.2.5 notice period
 - 29.2.6 redundancy payment entitlement
 - 29.2.7 salary, benefits and pension entitlements
 - 29.2.8 employment status
 - 29.2.9 identity of employer
 - 29.2.10 working arrangements
 - 29.2.11 outstanding liabilities
 - 29.2.12 sickness absence
 - 29.2.13 copies of all relevant employment contracts and related documents
 - 29.2.14 all information required under regulation 11 of TUPE or as reasonably requested by the Buyer
- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will 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.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
- 29.6.1 its failure to comply with the provisions of this clause
 - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.

30. Additional G-Cloud services

- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.
- 30.2 If reasonably requested to do so by the Buyer in the Order Form, the Supplier must provide and monitor performance of the Additional Services using an Implementation Plan.

31. Collaboration

- 31.1 If the Buyer has specified in the Order Form that it requires the Supplier to enter into a Collaboration Agreement, the Supplier must give the Buyer an executed Collaboration Agreement before the Start date.
- 31.2 In addition to any obligations under the Collaboration Agreement, the Supplier must:
 - 31.2.1 work proactively and in good faith with each of the Buyer's contractors
 - 31.2.2 co-operate and share information with the Buyer's contractors to enable the efficient operation of the Buyer's ICT services and G-Cloud Services

32. Variation process

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

33. Data Protection Legislation (GDPR)

- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

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 Section 2 (Services Offered) 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 Digital Marketplace).
Audit	An audit carried out under the incorporated Framework Agreement clauses specified by the Buyer in the Order (if any).
Background IPRs	For each Party, IPRs: - owned by that Party before the date of this Call-Off Contract (as may be enhanced and/or modified but not as a consequence of the Services) including IPRs contained in any of the Party's Know-How, documentation and processes - created by the Party independently of this Call-Off Contract, or For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.
Buyer	The contracting authority ordering services as set out in the Order Form.
Buyer Data	All data supplied by the Buyer to the Supplier including Personal Data and Service Data that is owned and managed by the Buyer.
Buyer Personal Data	The Personal Data supplied by the Buyer to the Supplier for purposes of, or in connection with, this Call-Off Contract.
Buyer Representative	The representative appointed by the Buyer under this Call-Off Contract.

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	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 GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement 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)	Data Protection Legislation means: (i) the GDPR, the LED and any applicable national implementing Laws 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 including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the 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.
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. (https://www.digitalmarketplace.service.gov.uk/)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental Information Regulations or EIR	The Environmental Information Regulations 2004 together with any guidance or codes of practice issued by the Information Commissioner or relevant government department about the regulations.
Equipment	The Supplier's hardware, computer and telecoms devices, plant, materials and such other items supplied and used by the Supplier (but not hired, leased or loaned from CCS or the Buyer) in the performance of its obligations under this Call-Off Contract.
ESI Reference Number	The 14 digit ESI reference number from the summary of the outcome screen of the ESI tool.
Employment Status Indicator test tool or ESI tool	The HMRC Employment Status Indicator test tool. The most up-to-date version must be used. At the time of drafting the tool may be found here: https://www.gov.uk/guidance/check-employment-status-for-tax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Force Majeure	A force Majeure event means anything affecting either Party's performance of their obligations arising from any: • acts, events or omissions beyond the reasonable control of the affected Party • riots, war or armed conflict, acts of terrorism, nuclear, biological or chemical warfare • acts of government, local government or Regulatory Bodies • fire, flood or disaster and any failure or shortage of power or fuel • industrial dispute affecting a third party for which a substitute third party isn't reasonably available The following do not constitute a Force Majeure event: • any industrial dispute about the Supplier, its staff, or failure in the Supplier's (or a Subcontractor's) supply chain • any event which is attributable to the wilful act, neglect or failure to take reasonable precautions by the Party seeking to rely on Force Majeure • the event was foreseeable by the Party seeking to rely on Force Majeure at the time this Call-Off Contract was entered into • any event which is attributable to the Party seeking to rely on Force Majeure and its failure to comply with its own business continuity and disaster recovery plans
Former Supplier	A supplier supplying services to the Buyer before the Start date that are the same as or substantially similar to the Services. This also includes any Subcontractor or the Supplier (or any subcontractor of the Subcontractor).

Framework Agreement	The clauses of framework agreement RM1557.12 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 Section 2 (Services Offered) 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.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be: • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium
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, trademarks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information • applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction • all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	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 CCS'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, enforceable right within the meaning of Section 2 of the European Communities Act 1972, 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.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	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 section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: “Fair Deal for staff pensions: staff transfer from central government” issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and ‘Parties’ will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the 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.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

Service definition(s)	The definition of the Supplier's G-Cloud Services provided as part of their Application that includes, but isn't limited to, those items listed in Section 2 (Services Offered) of the Framework Agreement.
Service description	The description of the Supplier service offering as published on the Digital Marketplace.
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-controls-check-if-you-need-approval-to-spend-money-on-a-service
Start date	The Start date of this Call-Off Contract as set out in the Order Form.
Subcontract	Any contract or agreement or proposed agreement between the Supplier and a subcontractor in which the subcontractor agrees to provide to the Supplier the G-Cloud Services or any part thereof or facilities or goods and services necessary for the provision of the G-Cloud Services or any part thereof.
Subcontractor	Any third party engaged by the Supplier under a subcontract (permitted under the Framework Agreement and the Call-Off Contract) and its servants or agents in connection with the provision of G-Cloud Services.
Subprocessor	Any third party appointed to process Personal Data on behalf of the Supplier under this Call-Off Contract.
Supplier	The person, firm or company identified in the Order Form.
Supplier Representative	The representative appointed by the Supplier from time to time in relation to the Call-Off Contract.
Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.

Term	The term of this Call-Off Contract as set out in the Order Form.
Variation	This has the meaning given to it in clause 32 (Variation process).
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

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.

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

Keith Griffiths, [REDACTED]
Cardinal Square. First Floor, Cardinal Square, 10 Nottingham Road, Derby DE1 3QT.
[REDACTED]

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

Ian Harrison, [REDACTED]

Carey McClellan [REDACTED] CEO & Clinical Director
getUBetter, The Old Dairy, Ashton Hill Farm, Weston Road, Failand, Bristol BS8 3US.

- 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.

Descriptions	Details
Identity of Controller for each Category of Personal Data	The Supplier is the data controller. The ICB is the controller of the activity data received. For the purpose of GDPR, the ICB acts a Buyers in this agreement. The ICB shall be deemed a third-party beneficiary of this Agreement to the same extent as if it were a party here to and shall have the right to enforce the GDPR provisions of this Agreement. The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Supplier is the controller of the following Personal Data: • Surname

	• Date of birth • Age • Postcode • NHS number • Clinical details relating to physical or mental health condition (via the screening questionnaire), and • Primary and secondary care activity/events.
Duration of the Processing	1st November 2022 – 31st October 2024
Nature and purposes of the Processing	The purpose of the processing is to enable patients to self-manage their condition with assistance from their clinician. The nature of the processing is: getUBetter will enable patients to be registered with the getUBetter service. getUBetter will collect the necessary personal data about the patient and their condition. getUBetter will process the personal data in order to signpost patients to the most appropriate pathway or treatment for their condition. getUBetter will provide data extracts to NHS Derby & Derbyshire ICB via the pseudo at source route as specified in this contract via the data landing portal. The data that will be sent to ICB BI colleagues for the purpose of evaluation. getUBetter will retain the personal data as specified in this contract. Any data sharing from the Controller will be in line with GDPR and will comply with the DPIA.
Type of Personal Data	• Surname • Date of birth • Age • Postcode • NHS number • Clinical details relating to physical or mental health condition (via the screening questionnaire), and • Primary and secondary care activity/events (if patient chooses to self-refer into associated services)

Categories of Data Subject	• Patients • Members of the public • Clinical staff- GPs, physios, first contact practitioners, • Relatives, guardians, and associates of subject • Users of the getUBetter app
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	getUBetter has a procedure which is triggered when a patient no longer wants to use the app and doesn't want getUBetter to keep their data. Any patient who revokes consent has their data deleted immediately. For patients who retain consent, data will be stored for seven years (in line with other providers). getUBetter will retain NHS Derby & Derbyshire patient data as per the NHS digital best practice which will be for 7 years.

