



G-Cloud 14 Call-Off Contract


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

G-Cloud 14 Call-Off Contract

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Part A: Order Form

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

Platform service ID number	926622195615811
Call-Off Contract reference	TIS0768- PTX Verify service
Call-Off Contract title	PTX Verify service
Call-Off Contract description	Call-off Contract for Bottomline PTX Verify
Start date	04/01/2025
Expiry date	03/01/2026
Call-Off Contract value	
Charging method	Pay Via Invoice

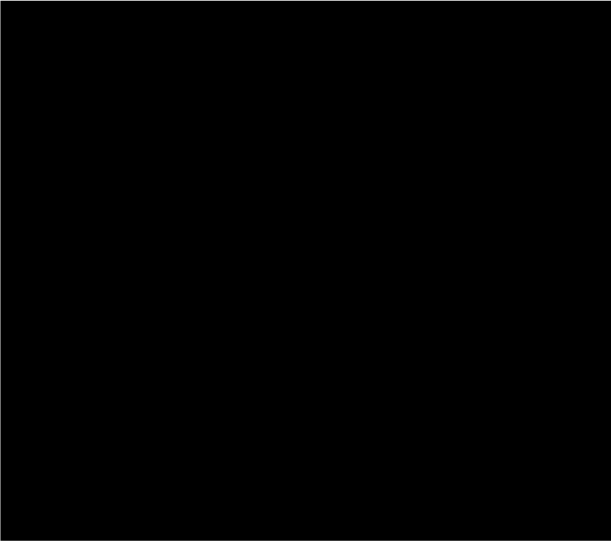
Purchase order number	TBC
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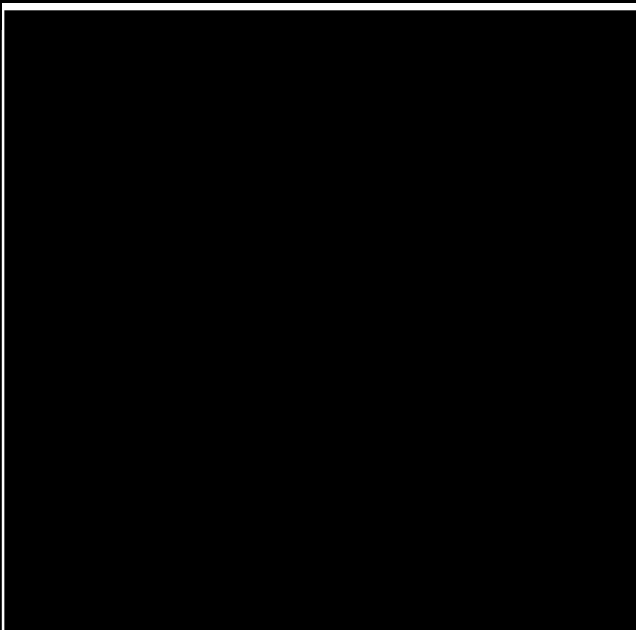
This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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

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

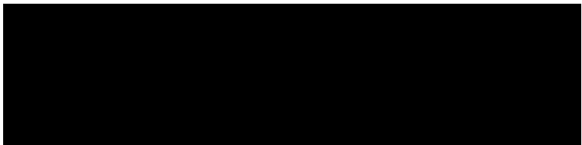
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	
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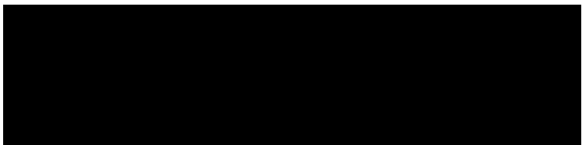
To the Supplier	
Together the 'Parties'	

Principal contact details

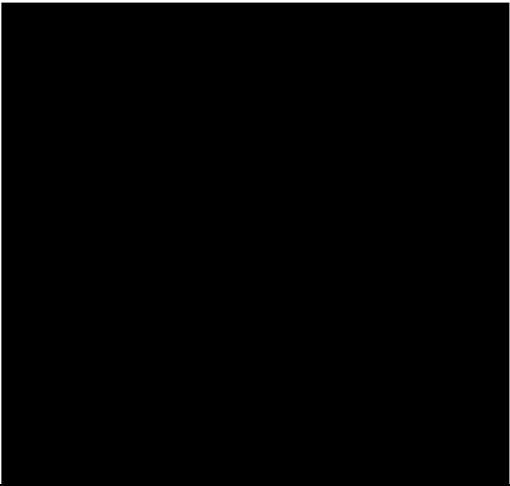
For the Buyer:



For the Supplier:



Call-Off Contract term

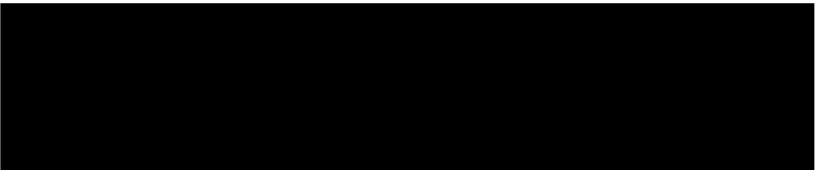
Start date	<p>This Call-Off Contract Starts on [04/01/2025] and is valid for a two year period ending on [03/01/2026].</p>
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least [10] Working Days from the date of written notice for undisputed sums (as per clause 18.6), unless terminated otherwise in accordance with clause 18.</p> <p>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).</p> <p>The Insolvency Service</p> 

Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier [12] [months] written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p>
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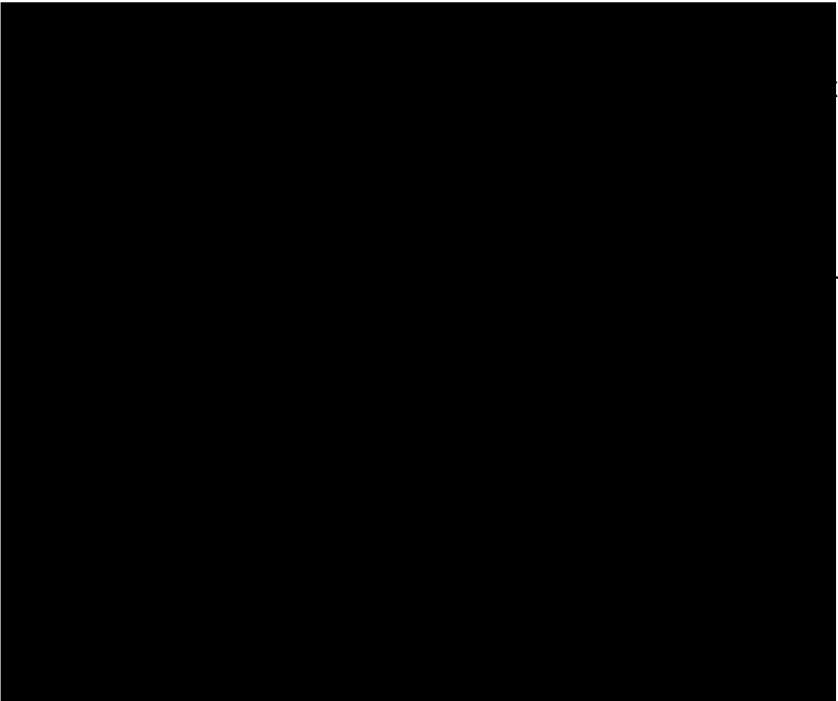
Buyer contractual details

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

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 1: Cloud hosting • Lot 2: Cloud software • Lot 3: Cloud support
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • Please refer to Schedule 2.

Additional Services	None
Location	
Quality Standards	The quality standards required for this Call-Off Contract are as submitted to G-Cloud 14 – PTX Service Description March 2024, a copy of which is available on request.
Technical Standards:	The technical standards used as a requirement for this CallOff Contract are as submitted to G-Cloud 14 – PTX Service Description March 2024, a copy of which is available on request.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as submitted to G-Cloud 14, “Service Level Agreement - [product name] Hosted Services” available at https://www.bottomline.com/uk/product-termsconditions .
Onboarding	The onboarding plan for this Call-Off Contract is mutually agreed between the Parties after signature.

Offboarding	The offboarding plan for this Call-Off Contract is Supplier's the. current standard offboarding process.
Collaboration agreement	None

Limit on Parties' liability	
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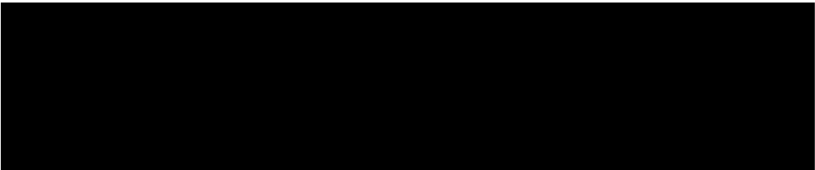
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ol style="list-style-type: none"> 1. Ensuring that all devices used by the Buyer to access the Services are accessible only by Authorised Users, and that such devices are secured when not in use through such means as screen locks, shutting power controls off, or other reasonable security procedures; and any passwords that the Buyer may use, to those individuals with a need to know; and 2. Changing User passwords when prompted, or sooner if an authorised user is no longer responsible for accessing the Services, or if the Buyer suspects an unauthorised person has learned the password, and using all security features in the software and hardware the Buyer uses to order or access the Services.
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract</p> <p>None</p>


Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>None</p>
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Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is invoice.
Payment profile	The payment profile for this Call-Off Contract is annually in advance; and monthly in arrears for any excess usage over the contracted Transaction volumes.
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice, where not promptly disputed for reasonable cause in writing.
Who and where to send invoices to	
Invoice information required	All invoices must include a purchase order number, provided always that the Buyer provides their purchase order number to the Supplier in advance and in good time to permit invoicing in accordance with the terms of this Agreement.

Invoice frequency	Invoice will be sent to the Buyer annually; and monthly for excess usage over the contracted Transaction volumes.
Call-Off Contract value	
Call-Off Contract charges	The breakdown of the Charges is specified in Schedule 2.

Additional Buyer terms

Performance of the Service	None.
Guarantee	None.

Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer in accordance with its standard terms and conditions which form part of the Agreement, as submitted to G-Cloud 14.
Supplemental requirements in addition to the Call-Off terms	None.
Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply: None.
Buyer specific amendments to/refinements of the Call-Off Contract terms	None.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1.

Intellectual Property	None.
Social Value	None.
Performance Indicators	The current version of the Supplier's standard SLA entitled "Service Level Agreement - [product name] Hosted Services" available at https://www.bottomline.com/uk/product-terms-conditions

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.
- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clauses 8.3 to 8.6 inclusive of the Framework Agreement.

2. Background to the agreement

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

Signed	
Name	
Title	
Signature	
Date	

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

Buyer Benefits

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

[G-Cloud 14 Buyer Benefit Record](#)

Part B: Terms and conditions

1. Call-Off Contract Start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 36 months.

2. Incorporation of terms

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

- 2.3 (Warranties and representations)
- 4.1 to 4.6 (Liability)
- 4.10 to 4.11 (IR35)
- 5.4 to 5.6 (Change of control)
- 5.7 (Fraud)
- 5.8 (Notice of fraud)
- 7 (Transparency and Audit)
- 8.3 to 8.6 (Order of precedence)
- 11 (Relationship)
- 14 (Entire agreement)
- 15 (Law and jurisdiction)
- 16 (Legislative change)
- 17 (Bribery and corruption)
- 18 (Freedom of Information Act)
- 19 (Promoting tax compliance)
- 20 (Official Secrets Act)
- 21 (Transfer and subcontracting)
- 23 (Complaints handling and resolution)
- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)

- 30 (Insurance)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

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

- 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
- 2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
- 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

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

- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.

4. Supplier staff

- 4.1 The Supplier Staff must:
 - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
 - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
 - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
 - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
 - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.
- 4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.
- 4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier's engagement under the Call-Off Contract is Inside or Outside IR35.
- 4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

- 4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14 digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.
- 4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.
- 4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

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

6. Business continuity and disaster recovery

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

7. Payment, VAT and Call-Off Contract charges

- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.
- 7.2 The Buyer will pay the Supplier within the number of days specified in the Order Form on receipt of a valid invoice.
- 7.3 The Call-Off Contract Charges include all Charges for payment processing. All invoices submitted to the Buyer for the Services will be exclusive of any Management Charge.
- 7.4 If specified in the Order Form, the Supplier will accept payment for G-Cloud Services by the Government Procurement Card (GPC). The Supplier will be liable to pay any merchant fee levied for using the GPC and must not recover this charge from the Buyer.
- 7.5 The Supplier must ensure that each invoice contains a detailed breakdown of the GCloud Services supplied. The Buyer may request the Supplier provides further documentation to substantiate the invoice.
- 7.6 If the Supplier enters into a Subcontract it must ensure that a provision is included in each Subcontract which specifies that payment must be made to the Subcontractor within 30 days of receipt of a valid invoice.
- 7.7 All Charges payable by the Buyer to the Supplier will include VAT at the appropriate Rate.
- 7.8 The Supplier must add VAT to the Charges at the appropriate rate with visibility of the amount as a separate line item.
- 7.9 The Supplier will indemnify the Buyer on demand against any liability arising from the Supplier's failure to account for or to pay any VAT on payments made to the Supplier under this Call-Off Contract. The Supplier must pay all sums to the Buyer at least 5 Working Days before the date on which the tax or other liability is payable by the Buyer.
- 7.10 The Supplier must not suspend the supply of the G-Cloud Services unless the Supplier is entitled to End this Call-Off Contract under clause 18.6 for Buyer's failure to pay

undisputed sums of money. Interest will be payable by the Buyer on the late payment of any undisputed sums of money properly invoiced under the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.11 If there's an invoice dispute, the Buyer must pay the undisputed portion of the amount and return the invoice within 10 Working Days of the invoice date. The Buyer will provide a covering statement with proposed amendments and the reason for any nonpayment. The Supplier must notify the Buyer within 10 Working Days of receipt of the returned invoice if it accepts the amendments. If it does then the Supplier must provide a replacement valid invoice with the response.
- 7.12 Due to the nature of G-Cloud Services it isn't possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. The Supplier agrees that the Buyer's volumes indicated in the Order Form are indicative only.

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

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

9. Insurance

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

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

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

10. Confidentiality

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

11. Intellectual Property Rights

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

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

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

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

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

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

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

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

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

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

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

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

11.6.2 Supplier's performance of the Services

11.6.3 use by the Buyer of the Services

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

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

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

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

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

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

11.8.2 other material provided by the Buyer necessary for the Services

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

12. Protection of information

12.1 The Supplier must:

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

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

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

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

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

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

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

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

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

13. Buyer data

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

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

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

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

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

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

13.6.1 the principles in the Security Policy Framework:

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

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

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

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

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

13.6.6 Buyer requirements in respect of AI ethical standards.

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

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

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

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

14. Standards and quality

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

15. Open source

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

16. Security

- 16.1 If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's written approval of) a Security Management Plan and an Information Security Management System. After Buyer approval the Security Management Plan and Information Security Management System will apply during the Term of this Call-Off Contract. Both plans will comply with the Buyer's security policy and protect all aspects and processes associated with the delivery of the Services.
- 16.2 The Supplier will use all reasonable endeavours, software and the most up-to-date antivirus definitions available from an industry-accepted antivirus software seller to minimise the impact of Malicious Software.

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

16.4 Responsibility for costs will be at the:

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

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

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

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

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

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

17. Guarantee

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

17.1.1 an executed Guarantee in the form at Schedule 5

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

18. Ending the Call-Off Contract

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

18.2 The Parties agree that the:

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

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

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

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

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

18.4.2 any fraud

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

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

18.5.2 an Insolvency Event of the other Party happens

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

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

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

19. Consequences of suspension, ending and expiry

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

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

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

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

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

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

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

- 7 (Payment, VAT and Call-Off Contract charges)
- 8 (Recovery of sums due and right of set-off)
- 9 (Insurance)
- 10 (Confidentiality)
- 11 (Intellectual property rights)
- 12 (Protection of information)

- 13 (Buyer data)
- 19 (Consequences of suspension, ending and expiry)
- 24 (Liability); and incorporated Framework Agreement clauses: 4.1 to 4.6, (Liability), 24 (Conflicts of interest and ethical walls), 35 (Waiver and cumulative remedies)

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

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

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

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

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

19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide

written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law

19.5.5 work with the Buyer on any ongoing work

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

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

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

20. Notices

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

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

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

21. Exit plan

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

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

21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for

approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from CDDO under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
- 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the period on terms that are commercially reasonable and acceptable to the Buyer
 - 21.6.2 there will be no adverse impact on service continuity
 - 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
 - 21.6.4 it enables the Buyer to meet its obligations under the Technology Code of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
- 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
 - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
 - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
 - 21.8.4 the testing and assurance strategy for exported Buyer Data

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

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

22. Handover to replacement supplier

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

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

22.1.2 other information reasonably requested by the Buyer

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

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

23. Force majeure

23.1 Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event.

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

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

24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.1 to 4.6, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract shall not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty-five per cent (125%) of the Charges paid and/or committed to be paid in that Year (or such greater sum (if any) as may be specified in the Order Form).
- 24.2 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Supplier's liability:
- 24.2.1 pursuant to the indemnities in Clauses 7, 10, 11 and 29 shall be unlimited; and
- 24.2.2 in respect of Losses arising from breach of the Data Protection Legislation shall be as set out in Framework Agreement clause 28.
- 24.3 Notwithstanding Clause 24.1 but subject to Framework Agreement clauses 4.1 to 4.6, the Buyer's liability pursuant to Clause 11.5.2 shall in no event exceed in aggregate five million pounds (£5,000,000).
- 24.4 When calculating the Supplier's liability under Clause 24.1 any items specified in Clause 24.2 will not be taken into consideration.

25. Premises

- 25.1 If either Party uses the other Party's premises, that Party is liable for all loss or damage it causes to the premises. It is responsible for repairing any damage to the premises or any objects on the premises, other than fair wear and tear.
- 25.2 The Supplier will use the Buyer's premises solely for the performance of its obligations under this Call-Off Contract.
- 25.3 The Supplier will vacate the Buyer's premises when the Call-Off Contract Ends or expires.
- 25.4 This clause does not create a tenancy or exclusive right of occupation.
- 25.5 While on the Buyer's premises, the Supplier will:
- 25.5.1 comply with any security requirements at the premises and not do anything to weaken the security of the premises
- 25.5.2 comply with Buyer requirements for the conduct of personnel
- 25.5.3 comply with any health and safety measures implemented by the Buyer
- 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury

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

26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.

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

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

28. Environmental requirements

- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.

29. The Employment Regulations (TUPE)

- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to end it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of

staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:

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

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

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

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

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

29.6.1 its failure to comply with the provisions of this clause

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

29.7 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 using the template in Schedule 9 if it isn't a material change to the Framework Agreement or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request using the template in Schedule 9. This includes any changes in the Supplier's supply chain.
- 32.3 If either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days' notice to the Supplier.

33. Data Protection Legislation (GDPR)

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

Schedule 1: Services

[To be added in agreement between the Buyer and Supplier, and will be G-Cloud Services the Supplier is capable of providing through the Platform.]

[amend as necessary]

PTX Set-Up

PTX Secure Payments

PTX MFA Tokens

PTX Bacs Subscription Services

PTX Drive Software

PTX Encryption Software

PTX Bacs Direct Submission

Buyers statement of Requirements

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PURPOSE

The Insolvency Service (The Buyer) is seeking a Supplier to provide a service to validate bank account details.

BACKGROUND TO THE CONTRACTING aUTHORITY

The Insolvency Service is the government agency that provides an internationally respected insolvency regime that helps rescue struggling businesses and allows those in debt to make a fresh start. Our core purpose is to deliver confidence in the market place through supporting those in financial distress, tackling misconduct and maximising returns to creditors. We provide the framework to deliver public services that deal with personal and corporate insolvency and misconduct that can accompany or lead to it. Through this work we collaborate with range of partners from the corporate sector and a number of whitehall departments. At the core of our functions are the following responsibilities:

- administering bankruptcies and debt relief orders
- looking into the affairs of companies in liquidation, making reports of any director misconduct
- investigating trading companies and take action to wind them up and/or disqualify the directors if there is evidence of misconduct.
- acting as trustee/liquidator where no private sector insolvency practitioner is in place.

- issuing redundancy payments from the National Insurance Fund
- working to disqualify unfit directors in all corporate failures and dealing with bankruptcy and debt relief restrictions orders and undertakings.
- acting as an impartial source of information for the public on insolvency and redundancy matters
- advising ministers and other government departments and agencies on insolvency and redundancy related issues
- investigating and prosecuting breaches of company and insolvency legislation and other criminal offences.

The agency employs approximately 2000 employees spread across 11 geographically dispersed sites, delivered from a mix of fee income, DBT funding and other funding sources. A hybrid working model is in place, meaning that staff spend some time in the office, some time working from home.

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

Business Area	Function
Official Receiver Services (ORS)	Undertakes the administration of bankruptcies and compulsory liquidations; acts as Trustee in bankruptcy and Liquidator of insolvent company estates, realising assets for the benefit of creditors; and enforces the insolvency regime through targeted sanctions and appropriate enforcement action.
Investigation & Enforcement Services (IES)	Delivers a range of investigation and enforcement activities to support fair and open markets.
Redundancy Payments Service (RPS)	Makes payment of statutory redundancy, along with certain contractual debts, from the National Insurance Fund (NIF) owed to ex-employees of, mainly, insolvent employers.
Estate Accounting Services	Provides a number of different administrations, banking and scanning functions for the Insolvency Service, Insolvency Practitioners and the general public.
Debt Relief Order (DRO) Team	Responsible for the administration and management of debt relief orders.
Insolvency Practitioner Regulation Services	Overall responsibility for monitoring the activities of the bodies that authorise insolvency practitioners and improving standards within the insolvency profession.

Business Services Division (BSD)	Part of Operations, the directorate consists of several operation teams located nationally delivering a service on a variety of functions
Change and Technology Services (CTS)	Brings together all of the agency's digital and change capability together in one place
Finance Commercial Sustainability and Property (FCSP)	Oversee and analyse the Agency's financial, commercial, property and sustainability activity
Legal Services Directorate	The directorate undertakes both criminal enforcement and civil litigation through disqualification and winding up proceedings.
People and Communications	Work with the business to deliver efficient, timely and effective people focussed solutions.
Strategy Policy Analysis	Deal with agency strategy coordination, insolvency policy and agency analysis (statistics, management information and other economist/ analysis functions) as well as providing oversight regulation of the insolvency practitioner profession.

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

<https://www.gov.uk/government/organisations/insolvency-service>

definitions

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

Background to requirement/OVERVIEW of requirement

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

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

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

The requirement

The provision of a service to validate bank account details payments.

Functional requirements:

#	Account Validation	to validate bank details for electronic payments out
1.1	Validate - Individual bank details	to validate bank details of electronic payments out for individual bank accounts
1.2	Verify - Individual account status	to verify the status of the account for individual bank accounts
1.3	Validate - Individual optional address	have the option to choose whether to validate against address on electronic payments going out for individual bank accounts
1.4	Validate - Business bank details	to validate bank details of electronic payments out for business bank accounts
1.5	Verify - Business account status	to verify the status of the account for business bank accounts
1.6	Validate - Business optional address	have the option to choose whether to validate against address on electronic payments going out for business bank accounts
1.7	Validate - Individual Open Banking	individual bank account validation to be checked using Open Banking
1.8	Validate - Business Open Banking	business bank account validation to be checked using Open Banking
1.9	Validate - Individual confidence score	to receive a confidence score when matching individual bank accounts
1.10	Validate - Business confidence score	to receive a confidence score when matching business bank accounts
1.11	Verify - API Integration Individual and Business	to integrate via APIs to use the verify service for individual and business bank accounts
1.12	Validate - API Integration Individual and Business	to integrate via APIs to use the validation service for business bank accounts

1.14	Testing	access to non-production APIs, and provision of synthetic test data
1.15	Reporting	access to reporting for the validation service
1.16	KPI	to include a KPI for confirmation of payee validation fail rates

Non functional requirements:

#	Category	Requirement
1	Services	
1.01	Services	The supplier shall support the software/environments on which the service is being hosted.
1.02	Services	The supplier will provide an agreed level of aftercare following go-live.
2	Application Support & Maintenance	
2.01	Application Support & Maintenance	The supplier shall provide support for Incident Resolutions for the software which has been allocated to the supplier within scope of the engagement, via an agreed two step triage process (Service Desk > SaaS Supplier).
2.02	Application Support & Maintenance	The supplier will be responsible for continuing the support which adheres to complying with the Software Environment strategy set by the INSS, as amended from time to time.
2.03	Application Support & Maintenance	The supplier shall provide full fix, test and release management for the solution in accordance with agency standards, as amended from time to time
2.04	Application Support & Maintenance	The supplier shall provide accurate, up to date and clearly presented documentation covering all aspects of the service.
3	Upgrades	
3.01	Upgrades	The supplier shall monitor for and manage upgrades/amendments to applications for the SaaS service.

3.02	Upgrades	The supplier shall ensure the SaaS service is regularly updated to the latest version (N).
3.03	Upgrades	The supplier shall provide an impact assessment for each upgrade to the existing software for the SaaS service.

3.04	Upgrades	Modification to the solution made by the supplier shall be made available to the Agency within the agreed timescales and with sufficient time for testing and implementation
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4	Reporting	
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4.01	Reporting	The Supplier shall provide licencing reports as part of the monthly service reporting pack. Reporting pack contents shall be agreed during service establishment and periodically reviewed. It is expected that the Supplier will have a standard set of reports available.
4.02	Reporting	The Supplier shall provide a copy of the monthly licencing report to inform their Software Asset Management function undertaken by the SIAM Lead Service Provider.

5	Security	
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5.01	Security	The supplier shall ensure all files are to be stored inline with PACE guidelines
5.02	Security	The supplier shall provide relevant support to the Agency in relation to any potential security breaches of the solution.
5.03	Security	The supplier shall ensure that any activities carried out by any parties are logged and auditable
5.04	Security	Roles and responsibilities between all parties around data losses shall be documented and agreed upon in advance of the contract signing.
5.05	Security	The Agency and associated third parties shall have the right to undertake penetration testing of the solution periodically
5.06	Security	The INSS platform shall have policy based user management.
5.07	Security	The supplier shall ensure that data is only extracted from the solution with INSS approval
5.08	Security	The supplier shall track and monitor all hardware and software asset usage.

5.09	Security	The solution shall ensure that data is secure during transit and at rest.
5.10	Security	The solution shall present the customer/personal data on a secure channel.
5.11	Security	The supplier shall protect the solution from security threats
5.12	Security	Information regarding security vulnerabilities within the solution detected should be available to the Agency

5.13	Security	The solution shall have the ability to detect and remediate or mitigate any vulnerabilities
5.14	Security	The supplier shall provide robust measures to protect any interfaces with the external world
5.15	Security	Through the solution the supplier shall demonstrate separation of duties to ensure that any damage/loss caused by a malicious internal threat actor will be limited
5.16	Security	Through the solution the supplier shall provide adequate separation of users, data and systems to protect both data and infrastructure from malicious or authorised activity.
5.17	Security	The supplier shall provide evidence of adhering to the NCSC cloud security principles.
5.18	Security	The supplier shall adhere to the principles in the Security Policy Framework.
5.19	Security	The supplier shall adhere to the Government Security Classification policy
5.20	Security	The supplier shall adhere to the guidance issued by the Centre for Protection of National Infrastructure on Risk Management
5.21	Security	The supplier shall adhere to the Accreditation of Information Systems
5.22	Security	The supplier shall adhere to the National Cyber Security Centre's (NCSC) information risk management guidance
5.23	Security	The supplier shall adhere to the Cyber Essentials / Cyber Essential Plus for Internet facing solutions
5.24	Security	The supplier shall adhere to the HMG Offshoring Policy Compliance
5.25	Security	The supplier shall complete and provide a Data Privacy Impact Assessment

5.26	Security	The supplier shall be compliant with ISO27001:2013 and/or the NIST Cybersecurity Framework
5.27	Security	The supplier shall be compliant with ISO27018:2014
5.28	Security	The supplier shall be compliant with the Cabinet Office's 15 good practice measures for the protection of bulk data held by digital services
5.29	Security	The supplier shall be compliant with the SaaS Security Principles Assertion Statement
5.30	Security	The supplier shall adhere to the Government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint

5.31	Security	The supplier shall adhere to the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance
5.32	Security	The supplier shall have a clearly defined and documented security governance framework which will include a security incident response plan.
5.33	Security	The supplier shall provide a Data Loss Prevention Strategy
5.34	Security	The supplier shall be compliant with the NIST Cybersecurity Framework
5.35	Security	The supplier shall ensure all Standards set out in the Minimum Cyber Security Standards document are met, specifically sections 6 & 7
5.36	Security	The supplier will meet the OWASP ASVS standard
6	Legal	
6.01	Legal	The supplier must comply with UK General Data Protection Regulations
6.02	Legal	The supplier must comply with the The Electronic Communications Act 2000
6.03	Legal	The supplier must comply with the The Regulations of Investigatory Powers Act 2000
6.04	Legal	The supplier must comply with The Terrorism Act 2006
6.05	Legal	The supplier must comply with The Police and Criminal Evidence Act 1984

6.06	Legal	The supplier must comply with The Computer Misuse Act 1990
6.07	Legal	The supplier must comply with The Public Records Act 1958
6.08	Legal	The supplier must comply with The Official Secrets Act 1989
6.09	Legal	The supplier must comply with The Freedom of Information Act 2000
6.10	Legal	The supplier must comply with the EU Network and Information Security directive and regulations 2016
6.11	Legal	The supplier must comply with any applicable code of practice produced by ombudspersons, such as the Parliamentary and Health Services (PHSO) or Information Commissioner (ICO)
7	Availability	

7.01	Availability	The solution shall be available 24 hours a day x 7 days a week except for agreed maintenance
7.02	Availability	The supplier shall provide procured support between Mon - Fri, 7:00 to 19:00 excluding UK Public Holidays
7.03	Availability	The supplier shall provide specialist functional support in order to configure the software to allow the Agency to meet the changing needs of the business such as process development, policy change and organisational restructures. It will be the supplier's responsibility to ensure the data integrity and confidentiality at all times.
7.04	Availability	The supplier shall pro-actively manage and report on the Service on availability and monitoring status against jointly agreed capacity levels
7.05	Availability	The supplier shall monitor response times and provide alerts if agreed thresholds are breached
8	Audit	
8.01	Audit	The supplier shall ensure the solution shall provide full audit history to include user name, date and time stamp at field level on data items as agreed with the INSS
8.02	Audit	Audit history shall be fully reportable with the ability to detail all user and system touch points at transaction level.

8.03	Audit	The audit history in the solution shall be retained in line with INSS policy
8.04	Audit	The audit information will contain details of failed access attempts to the solution
8.05	Audit	Where applicable, through the solution, the supplier shall track and monitor all software asset usage.
8.06	Audit	All maintenance activities carried out shall be logged and auditable
9	Performance	
9.01	Performance	The supplier will ensure that any changes introduced do not negatively impact the performance of the solution
9.02	Performance	The supplier shall provide agreed daily/weekly/monthly performance reports
9.03	Performance	The solution shall ensure web responses return a page within 3 seconds
9.04	Performance	The solution shall ensure web responses return a page within 6 seconds for report requests

9.05	Performance	The solution shall ensure it meets all specified KPI's
9.06	Performance	The solution shall be capable of handling concurrent INSS users (as per user count) without degradation to performance
10	Manageability	
10.01	Manageability	The supplier shall monitor response times and shall be expected to respond to alerts from the SIAM provider within the agreed SLA's
10.02	Manageability	The solution shall log error messages which supply sufficient information to aid problem resolution
10.03	Manageability	The solutions built-in documentation (user manuals and help guides) shall be complete and kept up to date throughout the life of the contract
10.04	Manageability	The supplier will list training options and provide training to the INSS on how to use the solution
11	Maintainability	
11.01	Maintainability	The supplier shall provide facilities for configuration / integration testing, product release testing, user training etc., of the solution.

11.02	Maintainability	The solution shall be flexible on managing environments (ability to have as many environments as required for testing purposes).
11.03	Maintainability	The solution shall include environment setup and ongoing maintenance of environments.
11.04	Maintainability	The solution shall ensure that there is storage available to suit the Insolvency Service's needs, within agreed space and cost parameters.
11.05	Maintainability	The supplier shall ensure that all data is successfully backed up as follow:- ~ Daily incremental backups ~ Weekly Full backup on a Friday (outside of business hours) ~ 1 x Monthly & Yearly full back up
11.06	Maintainability	The solution shall store all data in UK based locations in compliance with GDPR UK
12	Recoverability	

12.01	Recoverability	The solution shall ensure no data loss in the event of hardware outage or disaster situation, e.g., flood or fire.
12.02	Recoverability	Recovery shall facilitate the full restoration of services within 24 hours of an incident
12.03	Recoverability	The Recovery Point Objective shall be 24 hours including 1 hour for transaction data.
12.04	Recoverability	The Recovery Time Objective shall be 24 hours for a full restoration.
12.05	Recoverability	The solution shall be designed in such a way to eliminate single points of failure
13	Governance	
13.01	Governance	The Supplier shall attend a Quarterly Supplier Relationship Management Meeting with the Authority's named contact within CTS Service Governance and other relevant Key Stakeholders.
13.02	Governance	The Supplier shall be expected to continually improve the way in which the required Services are delivered throughout the Contract duration.

13.03	Governance	If the Supplier identifies further opportunities and new ways of working that could be exploited these should be presented to the Authority during regular Relationship Management meetings, and in accordance with Schedule 3 (Continuous Improvement)
13.04	Governance	Changes to the way in which the Services are to be delivered must be brought to the Authority's attention and agreed prior to any changes being implemented.
13.05	Governance	The Supplier shall contribute to the CTS Continual Service Improvement Register as part of the Relationship Management Meeting.
13.06	Governance	The supplier shall contribute to the CTS Operational Risk Register as part of the Relationship Management Meeting.
13.07	Governance	The Supplier shall participate in reviews with the Authority, to include appropriate subject matter experts. The level of engagements with Contracting Authority will be agreed within (1) month of the Call Off Contract.
13.08	Governance	The Supplier shall provide a named point of contact with whom the Authority can maintain open channels of communication with to resolve issues, share lessons learned and present new ways of working during the agreed review meetings.
13.09	Governance	The Supplier shall conduct an annual customer satisfaction exercise and analyse Authority

		responses to ascertain satisfaction levels for the Product Range and services supplied.
13.10	Governance	The Supplier shall publish its Customer Satisfaction exercise results to designated representatives of the Authority.
13.11	Governance	The supplier will maintain new system, service, Architecture, and integration documentation for the solution/SaaS.
13.12	Governance	The supplier will submit changes via the Lead Service Provider's change management process, based on ITILv3 framework, when implementing changes to live platform instances. This will ensure that changes are recorded, evaluated, authorised, prioritised, planned, tested, implemented, documented, and reviewed in a controlled manner.

13.13	Governance	The supplier shall support internal users for the service offered.
13.14	Governance	Supplier shall adhere to agreed SLAs
13.15	Governance	All Incidents shall be classified to one of the following four severity levels: All Incidents shall be classified to one of the following four severity levels: <ul style="list-style-type: none"> • P1 • P2 • P3 • P4
13.16	Governance	A P1 classified incident shall meet the following response/resolution times: - <ul style="list-style-type: none"> • Response time 15 mins • Resolution 4 Business Hours
13.17	Governance	A P2 classified incident shall meet the following response/resolution times: - <ul style="list-style-type: none"> • Response time 30 mins • Resolution 8 Business Hours
13.18	Governance	A P3 classified incident shall meet the following response/resolution times: - <ul style="list-style-type: none"> • Response time 30 mins • Resolution 2 Working Days
13.19	Governance	A P4 classified incident shall meet the following response/resolution times: - <ul style="list-style-type: none"> • Response time 30 mins • Resolution 4 Working Days
13.20	Governance	Supplier shall supply new or enhanced services within the agreed timescale set out at commencement of the task.
13.21	Governance	Supplier shall supply proposals for new or enhanced services within the agreed timescale set out at commencement of the task.
13.22	Governance	All Service Request shall be classified to one of the following three severity levels: <ul style="list-style-type: none"> • P1 • P2 • P3
13.23	Governance	A P1 request is classified as requiring a fulfilment target of 2 working days
13.24	Governance	A P2 request is classified as requiring a fulfilment target of 3 working days

13.25	Governance	A P3 request is classified as requiring a fulfilment target of 5 working days
13.26	Governance	Supplier shall provide accurate billing with a threshold of 98% accuracy
13.27	Governance	The Supplier shall be responsible for the provision of training for the product(s) supplied
13.28	Governance	The Supplier shall ensure that appropriate training is provided to Contracting Authorities Users to enable effective usage of the product(s) that support service delivery
13.29	Governance	The Suppliers Training environment shall be available within Core Managed Service Hours for a period to be agreed.
14	Supplier Personnel	
14.01	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel possess the qualifications, experience and competence appropriate to the tasks for which they are employed
14.02	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel delivering the Product Range to Contracting Authorities are fully trained for the work they are undertaking and have direct access to the manufacturer's current technical manuals and support services
14.03	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel adhere and comply with Contracting Authorities' safety and confidentiality requirements are met at all times
14.04	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel supplying the Services shall act in a responsible and professional manner, and shall provide and maintain the Product Range with all due skill, care and diligence
14.05	Supplier Personnel	The supplier shall ensure that a Baseline Personnel Security Standard (BPSS) is undertaken for all supplier personnel and any subcontractors before any work is undertaken
14.06	Supplier Personnel	The supplier shall ensure that a Security Check (SC) is undertaken for all supplier personnel who have access to significant amounts of INSS data before any work is undertaken

14.07	Supplier Personnel	The Supplier shall ensure that all Supplier Personnel have appropriate security clearance and comply with any additional security requirements specified by Contracting Authorities
15	Scalability	
15.01	Scalability	The solution shall demonstrate scalability in order to handle increases / decreases in transaction volumes.
16	Environment & Sustainability	
16.01	Environment & Sustainability	The Supplier shall comply with Government Buying Standards.
16.02	Environment & Sustainability	The Supplier shall complete annual Corporate Social Responsibility (CSR) assessments
16.03	Environment & Sustainability	Devices shall meet Energy Star Rating and Article 6 of the Energy Efficiency Directive (EED) Standards.
16.04	Environment & Sustainability	The Supplier shall comply and operate to the standard ISO 14001; Eco-Management and Audit Scheme (EMAS) or a nationally recognised agreed equivalent accredited standard for the scope of the Product Range
16.05	Environment & Sustainability	The Supplier shall work co-operatively and provide assistance to Contracting Authorities to support the Government's Agenda to meet the Greening Government Commitments (GGC), including associated reporting requirements
17	Accessibility	
17.01	Accessibility	Solution shall be compatible with a range of assistive technology required to support users in accordance with the Equality Act 2010
17.02	Accessibility	The solution shall work to or hold a software accessibility standard.
17.03	Accessibility	Web based solutions shall conform to Web Content Accessibility Guideline (WCAG)

Sustainability & SOCIAL VALUE OPPortunities

The Public Sector is a major market player across a variety of spend areas and has considerable influence on the markets it operates in and as a result the Buyer has an opportunity:

- To maximise benefits effectively and comprehensively through Public Sector commercial activity.
- Have a lasting impact on individuals, communities and the environment. Social Value creates the potential to release millions of pounds of public money for community benefit.
- To encourage smarter spending to not only deliver a proposed service but also address social, economic and environmental issues in the local community.
- To help drive innovation, drive out inequalities, bring communities together, connect people with the environment and improve health & wellbeing.

This aligns to Central Government's National Procurement Policy Statement and its commitment to taking account of Social Value in procurement activity. The Buyer has selected the following Government Social Value theme to evaluate as part of this tender.

Government has made clear its determination to tackle modern slavery crimes, referring to them as "the greatest human rights issue of our time". To tackle these crimes, the Modern Slavery Act 2015 was introduced, the Act consolidated and clarifies modern slavery offences, toughens penalties and prosecution, and introduces great support and protection for victims. The Government and its Central Government Departments have committed to voluntarily publish Modern Slavery Statements setting out actions taken, and plans in place, to identify, tackle and prevent modern slavery in Government supply chains. Government published their first statement in April 2020.

Modern Slavery is a global problem and is thought to be prevalent in the UK and can occur in any business sector. The Modern Slavery Helpline has been established which provides information and advice about modern slavery, it operates a 24 hour telephone reporting line and an inline reporting function through the website.

Website: modernslaveryhelpline.org

Modern Slavery Helpline: 08000 121 700

The supply chain we rely on is global, as well as the risks within the UK we must understand the global risks relating to our Procurement activity. We need to work with our suppliers to map our supply chains, understand where Modern Slavery risks lie and work together to address these. Details of any specific requirements in relation to Modern Slavery will be set out further in this statement of requirements below and aligned to our Terms and Conditions of Contracts. While questions relating to Modern Slavery are included in the Standard Selection Questionnaire, suppliers or supply chains with high risk supply chains may be required by the Authority to complete the Modern Slavery Assessment Tool (MSAT), updating their response regularly with any changes. The Supplier must work pro-actively with the Authority to address actions highlighted by the MSAT report generated by the assessment to agreed timescales throughout the life of the contract.

quality & Standards

In line with G-Cloud 14 (RM1557.13) framework, the supplier shall hold the following certifications: Cyber Essentials Plus

ISO 27001 Information Security Management Systems – Awarded via a UKAS accredited body.

The Supplier insurance(s) required will be in line with G Cloud 14 (RM1557.13) framework: a minimum insurance period of 6 years following the expiration or Ending of this CallOff Contract

Professional indemnity insurance cover to be held by the Supplier. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]

Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law

Data Protection (GDPR) to be in line with G Cloud 14 (RM1557.13) framework

Security requirements

The Supplier shall comply with all requirements of Baseline Personnel Security Standard (BPSS) or an agreed equivalent and ensure a BPSS is undertaken for all supplier Personnel in accordance with HMG Baseline Personnel Security Standard accessible via the link below:

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

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

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

All services must be delivered from the UK.

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

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

key milestones

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

Milestone	Description	Timeframe
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1	Supplier onboarding	Within 2 weeks of Contract award
2	Roles and responsibilities between all parties around data losses documented and agreed.	To be agreed
3	Provide a Data Privacy Impact Assessment	To be agreed
4	The supplier shall provide a Data Loss Prevention Strategy	To be agreed
5	The Supplier to arrange Quarterly Supplier Relationship Management Meetings with the Authority's named contact	To be agreed
6	The level of engagements with Contracting Authority agreed	within (1) month of the Call Off Contract.
7	The supplier to provide will maintain new system, service, Architecture, and integration documentation for the solution/SaaS.	To be agreed
8	Supplier to provide exit and transition plan within 3 months of	Within 3 months of contract commencement
9	Supplier to complete a Statement of Assurance Questionnaire Template	Within 1 month of contract award

authority's responsibilities The

Buyer will:

- Provide a Service Desk facility to triage all incidents before passing onto the service provider for 2nd line support.
- Provide Supplier with access to the Service(s) and any necessary additional systems, licences, authorisation, and access to perform support the Service(s).
- Ensure the Supplier has primary contact points within the Buyer for Relationship Management and Governance

reporting

The Supplier to produce monthly reports in the form of a Service Pack to be given to the Buyer to be agreed as part of service take-on and onboarding.

These reports should meet the requirements set out under reporting in our Functional/Non-Functional requirements. Please refer to Paragraph 5.

SERVICE LEVELS AND PERFORMANCE

KPIs and SLAs are also detailed at Paragraph 5.

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

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

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

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

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

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

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

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

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

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

cONTINUOUS IMPROVEMENT

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

The Supplier should present new and innovative ways of working to the Buyer during monthly meetings and quarterly relationship meetings with the Agency.

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

CONTRACT DURATION

1 year with a 12 month extension

CONTRACT AND SERVICE MANAGEMENT

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

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

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

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

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

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

CONTRACT CHANGE PROCESS

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

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

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

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

STAFF AND CUSTOMER SERVICE

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

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

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

intellectual property rights (ipr)

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

PRICE

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

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

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

21. PAYMENT

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

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

A valid Supplier Invoice shall include the following:
Valid Insolvency Service Purchase Order Number;
Insolvency Service Contract Reference Number (if applicable);

Invoice must accurately map to the line items within the Purchase Order, i.e. Line Descriptions, Number of Units and Unit Price.

The Insolvency Service may make reasonable changes to its invoicing requirements during the Term of the contract by providing 30 calendar days written notice to the Supplier

Please note that Payment Terms, notably lead times for payment of invoices, shall be directly tied to the No PO, No Pay Policy, with Supplier Invoices requiring a valid Insolvency Service PO number to be accepted and paid. Those without a valid PO number may be returned to the Supplier. In such cases, the lead time for payment of invoices shall not begin until a valid PO is received.

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

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

Schedule 2: Call-Off Contract charges

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

[insert snapshot of the Apttus OA parts and fees section – include headings and totals.]

 **Bottomline**

Bottomline Technologies Ltd
1600 Arlington Business Park
Theale, Reading
Berkshire
RG7 4SA

Order Agreement No.:
BT-137314

Order Date: 19/3/2025
Version #2

Order Agreement for Customer: The Insolvency Service

Address	Bill To	Ship To	
	Javed Kebede The Insolvency Service Finance Birmingham 3rd Floor, Cannon House 18 Priory Queensway Birmingham B4 6FD United Kingdom	Javed Kebede The Insolvency Service Finance Birmingham 3rd Floor, Cannon House 18 Priory Queensway Birmingham B4 6FD United Kingdom	
Contact	Javed Kebede		
Phone	+442076376399		
Email	javed.kebede@insolvency.gov.uk		
Order Currency	GBP	Order Valid Until Date	17/6/2025
PO Number		Initial Term	1 Year
Company Reg No.			

Bottomline Technologies Representative	
Name	William Jennings
Telephone	+44118 953 6605
Email	wjennings@bottomline.com
<div><input type="checkbox"/> Please tick here to confirm all the above information is correct</div>	

Order Summary

Component	Billing Frequency	Net Price
Subscription	Yearly	84,166.93

Schedule 3: Collaboration agreement

For and on behalf of the [Company name]

Not Applicable

Schedule 4: Alternative clauses

1. Introduction

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

2. Clauses selected

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

2.1.1 Scots Law and Jurisdiction

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

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

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

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

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

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

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

2.3 Discrimination

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

- Employment (Northern Ireland) Order 2002
- Fair Employment and Treatment (Northern Ireland) Order 1998
- Sex Discrimination (Northern Ireland) Order 1976 and 1988
- Employment Equality (Sexual Orientation) Regulations (Northern Ireland) 2003
- Equal Pay Act (Northern Ireland) 1970
- Disability Discrimination Act 1995
- Race Relations (Northern Ireland) Order 1997
- Employment Relations (Northern Ireland) Order 1999 and Employment Rights (Northern Ireland) Order 1996
- Employment Equality (Age) Regulations (Northern Ireland) 2006

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

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

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

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

2.4 Equality policies and practices

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

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

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

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

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

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

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

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

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

2.5 Equality

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

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

2.6 Health and safety

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

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

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

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

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

2.7 Criminal damage

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

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

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

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

Schedule 5: Guarantee

Not Applicable

Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

Expression	Meaning
Additional Services	Any services ancillary to the G-Cloud Services that are in the scope of Framework Agreement Clause 2 (Services) which a Buyer may request.
Admission Agreement	The agreement to be entered into to enable the Supplier to participate in the relevant Civil Service pension scheme(s).
Application	The response submitted by the Supplier to the Invitation to Tender (known as the Invitation to Apply on the Platform).
Audit	An audit carried out under the incorporated Framework Agreement clauses.
Background IPRs	<p>For each Party, IPRs:</p> <ul style="list-style-type: none"> 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 <p>For the Buyer, Crown Copyright which isn't available to the Supplier otherwise than under this Call-Off Contract, but excluding IPRs owned by that Party in Buyer software or Supplier software.</p>
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	<p>Data, Personal Data and any information, which may include (but isn't limited to) any:</p> <ul style="list-style-type: none"> • 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	<p>'Control' as defined in section 1124 and 450 of the Corporation Tax Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.</p>
Controller	<p>Takes the meaning given in the UK GDPR.</p>
Crown	<p>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.</p>
Data Loss Event	<p>Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Call-Off Contract and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.</p>

Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	(i) the UK GDPR as amended from time to time; (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy; (iii) all applicable Law about the Processing of Personal Data and privacy.
Data Subject	Takes the meaning given in the UK GDPR
Default	<p>Default is any:</p> <ul style="list-style-type: none"> • 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 <p>Unless otherwise specified in the Framework Agreement the Supplier is liable to CCS for a Default of the Framework Agreement and in relation to a Default of the Call-Off Contract, the Supplier is liable to the Buyer.</p>
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') .
End	Means to terminate; and Ended and Ending are construed accordingly.

Environmental 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-fortax
Expiry Date	The expiry date of this Call-Off Contract in the Order Form.
Financial Metrics	<p>The following financial and accounting measures:</p> <ul style="list-style-type: none"> • Dun and Bradstreet score of 50 • Operating Profit Margin of 2% • Net Worth of 0 • Quick Ratio of 0.7

Force Majeure	<p>A force Majeure event means anything affecting either Party's performance of their obligations arising from any:</p> <ul style="list-style-type: none"> • 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 <p>The following do not constitute a Force Majeure event:</p> <ul style="list-style-type: none"> • 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	<p>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).</p>
Framework Agreement	<p>The clauses of framework agreement RM1557.14 together with the Framework Schedules.</p>

Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or
	codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Clause 2 (Services) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
UK GDPR	The retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679).
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: <ul style="list-style-type: none"> • a voluntary arrangement • a winding-up petition • the appointment of a receiver or administrator • an unresolved statutory demand • a Schedule A1 moratorium • a Supplier Trigger Event

Intellectual Property Rights or IPR	<p>Intellectual Property Rights are:</p> <p>(a) copyright, rights related to or affording protection similar to copyright, rights in databases, patents and rights in inventions, semi-conductor topography rights, trade marks, rights in internet domain names and website addresses and other rights in trade names, designs, Know-How, trade secrets and other rights in Confidential Information</p> <p>(b) applications for registration, and the right to apply for registration, for any of the rights listed at (a) that are capable of being registered in any country or jurisdiction</p> <ul style="list-style-type: none"> (c) all other rights having equivalent or similar effect in any country or jurisdiction
Intermediary	<p>For the purposes of the IR35 rules an intermediary can be:</p> <ul style="list-style-type: none"> the supplier's own limited company a service or a personal service company a partnership <p>It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).</p>
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
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	know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or Buyer's possession before the Start date.
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Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgement of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgement, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and ' Losses ' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement Schedule 6.
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.

Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.
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New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.

Performance Indicators	The performance information required by the Buyer from the Supplier set out in the Order Form.
Personal Data	Takes the meaning given in the UK GDPR.
Personal Data Breach	Takes the meaning given in the UK GDPR.
Platform	The government marketplace where Services are available for Buyers to buy.
Processing	Takes the meaning given in the UK GDPR.
Processor	Takes the meaning given in the UK GDPR.

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

Prohibited act	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 CallOff Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier’s Background IPRs.
	Assets and property including technical infrastructure, IPRs and equipment.
	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.
Project Specific IPRs	
Property	PSN or Public Services The Public Services Network (PSN) is the government’s high performance network which helps public sector organisations work together, reduce duplication and share resources.
Protective Measures	
Network	

Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.

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

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

Supplier staff	All persons employed by the Supplier together with the Supplier's servants, agents, suppliers and subcontractors used in the performance of its obligations under this Call-Off Contract.
Supplier Terms	The relevant G-Cloud Service terms and conditions as set out in the Terms and Conditions document supplied as part of the Supplier's Application.
Term	The term of this Call-Off Contract as set out in the Order Form.
Trigger Event	The Supplier simultaneously fails to meet three or more Financial Metrics for a period of at least ten Working Days.
Variation	This has the meaning given to it in clause 32 (Variation process).
Variation Impact Assessment	<p>An assessment of the impact of a variation request by the Buyer completed in good faith, including:</p> <ul style="list-style-type: none"> a) details of the impact of the proposed variation on the Deliverables and the Supplier's ability to meet its other obligations under the Call-Off Contract; b) details of the cost of implementing the proposed variation; c) details of the ongoing costs required by the proposed variation when implemented, including any increase or decrease in the Charges, any alteration in the resources and/or expenditure required by either Party and any alteration to the working practices of either Party; d) a timetable for the implementation, together with any proposals for the testing of the variation; and <p>such other information as the Buyer may reasonably request in (or in response to) the variation request;</p>

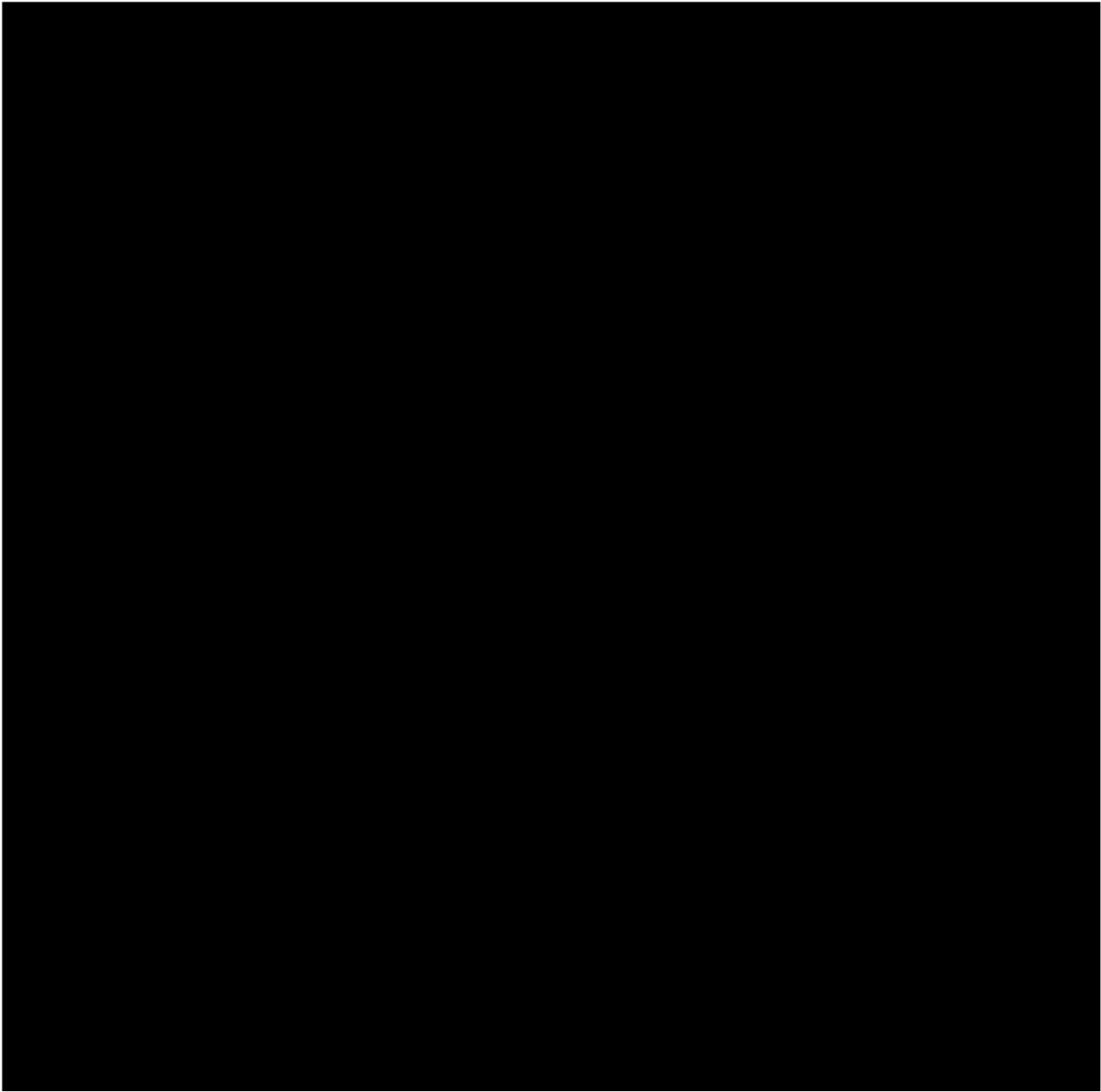
Working Days	Any day other than a Saturday, Sunday or public holiday in England and Wales.
Year	A contract year.

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Schedule 7: UK GDPR Information

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

references are to those in the Framework Agreement but references to CCS have been amended



Description	Details
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<p>Identity of Controller and Processor for each Category of Personal Data</p>	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraphs 2 to paragraph 15 of Schedule 7 and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <p><i>(a) Name, Title, Date of Birth, Address, Phone Number, Email Address; (b) Company Name and Address; (c) Bank Sort Codes, Account Numbers, IBAN, BIC, and Card Numbers; (d) Location data, Online identifier, IP address, Device ID; and (e) custom fields which could contain other Customer Personal Data.</i></p> <p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 16 of the following Personal Data:</i></p> <p>None</p> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <p>None</p> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> • <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> • <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of the Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Framework Agreement) for which the Buyer is the Controller,</i> • <i>Information received about the Buyer's operations (including contact information in relation to Buyer personnel with whom Supplier needs to liaise with); (b) used to undertake compliance checks relevant to fraud, anti-money laundering, sanctions and any other compliance matters; (iii) used in compliance with Supplier's legal and regulatory obligations; (iv) used in the process of anonymisation and aggregation of Buyer Personal Data; and (v) used in the provision of the Services which require a transfer of Personal Data to third parties which are acting as a Controller such as banks and PNPs.</i>
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Duration of the Processing	<i>For the duration of this Agreement.</i>
Nature and purposes of the Processing	<p><i>Nature: Collection, Recording, Organisation, Structuring, Storage, Adaption, Alteration, Retrieval, Consultation, Use, Disclosure, Transmission, Making available, Dissemination, Alignment, Combination, Restriction, Erasure, Destruction.</i></p> <p><i>Purpose: The provision of Services (including without limitation, implementation, system support, and system maintenance).</i></p>
Type of Personal Data	<i>(a) Name, Title, Date of Birth, Address, Phone Number, Email Address; (b) Company Name and Address; (c) Bank Sort Codes, Account Numbers, IBAN, BIC, and Card Numbers; (d) Location data, Online identifier, IP address, Device ID; and (e) custom fields which could contain other Buyer Personal Data.</i>
Categories of Data Subject	<i>Customer's clients, suppliers and other third parties making and/or receiving payments; verifying accounts; and/or issuing and managing invoices.</i>
International transfers and legal gateway	<i>All data is stored in the UK.</i>
Plan for return and destruction of the data once the Processing is complete	<p><i>Following completion of Processing or Upon expiry or termination of the Agreement, Supplier shall either:</i></p> <p><i>(a) delete;</i></p> <p><i>(b) irreversibly anonymise; or</i></p> <p><i>(c) destroy, all Buyer Personal Data then within its possession as required by Data Protection Legislation.</i></p>

Annex 2 - Joint Controller Agreement

Not Applicable

Schedule 8 (Corporate Resolution Planning)

Not Applicable

Schedule 9 - Variation Form

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

Contract Details	
This variation is between:	[insert] name of Buyer] (" the Buyer ") And name of Supplier] (" the Supplier ") [insert]
Contract name:	[insert] name of contract to be changed] (" the Contract ")
Contract reference number:	[insert] contract reference number]
Details of Proposed Variation	
Variation initiated by:	[delete] as applicable: Buyer/Supplier]
Variation number:	[insert] variation number]
Date variation is raised:	[insert] date]
Proposed variation	
Reason for the variation:	[insert] reason]
A Variation Impact Assessment shall be provided within:	[insert] number] days
Impact of Variation	
Likely impact of the proposed variation:	[Supplier to insert] assessment of impact]
Outcome of Variation	

Contract variation:	This Contract detailed above is varied as follows: <ul style="list-style-type: none">• [Buyer to insert original Clauses or Paragraphs to be varied and the changed clause]	
Financial variation:	Original Contract Value:	£ [insert amount]
	Additional cost due to variation:	£ [insert amount]
	New Contract value:	£ [insert amount]

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

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

Signature _____
Date _____
Name (in Capitals) _____
Address _____

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

Signature _____
Date _____
Name (in Capitals) _____
Address _____
