

# **Shared Outcomes Fund 2021**

# **Counter-Disinformation Data Project Business Case**

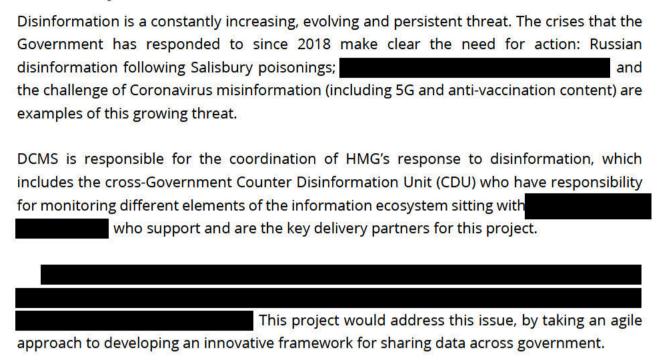
October 2021

DCMS directorate:	Security and Online Harms	
Senior Responsible Owner:	Sarah Connolly	
Policy Lead:		
Supporting Departments:		

Scheme value (£m)	FY 2021/22	FY 2022/23	TOTAL
Total Scheme Value			
Resource - Admin			
Resource - Programme			

# Summary

## 1.1 Summary



The objective of this project is to improve the Government's use of data in understanding and mitigating the threat of disinformation. This project proposes an enhanced, whole of government approach to large-scale sharing and analysis of data, to be achieved through the delivery of a project in two phases - Discovery and Delivery. The project will use agile delivery principles to iterate a technological solution to the issues, with a goal of establishing a data based solution to provide enhanced evidence of the threat picture and enable long term trend assessment. This cross-Government effort will create a commonly understood information picture and make more effective use of departmental expertise.

<u>Terminology</u>: This business case uses the terms "disinformation", "misinformation" and

"manipulative behaviours", which would all be in scope of this project.

HMG defines **Disinformation** as the deliberate creation and dissemination of false and/or manipulated information that is intended to deceive and mislead audiences, either for the purposes of causing harm, or for political, personal or financial gain.

Misinformation refers to false information spread inadvertently.

Manipulative behaviours refers to manipulative use of information or techniques, e.g.



# 2. Strategic Case

## 2.1 Purpose of Business Case

This business case is to seek approval for a spend of the £8.4 million awarded by HM Treasury from the Shared Outcomes Fund for the Counter Disinformation Data Project. The purpose of the project is to improve the Government's use of data in understanding and mitigating the threat of disinformation, through the development of technological solutions to the barriers of cross-Whitehall working, aiming to create a commonly understood information picture and make more effective use of departmental expertise.

## 2.2 Strategic Context

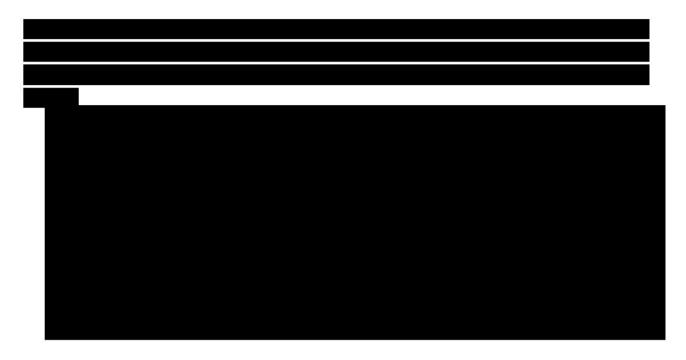
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Disinformation is a recognised and	d rising threat wl	hich can result in	direct and ir	ndirect fo	orms
of harm. Disinformation actors ofto	en seek to explo	it controversial o	r divisive eve	nts and	false
or misleading narratives thrive effectively plays on people's feeling		vacuums where	emotive c	ontent i	mos

DCMS leads and coordinates the Government's counter-disinformation efforts under the existing Counter Disinformation Unit structure, a threat agnostic cross-government capability. However, enhanced capacity and capability is needed across Government to respond to the growing threat. As the departmental lead, DCMS is bidding with cross-Whitehall support for the technological proposals outlined in this business case.

# **Policy Challenge**

Policy Challenge
Disinformation is a multifaceted issue which necessarily requires a number of areas of cross-
government expertise
As a result, monitoring, analysis and policy functions are spread across a number
of Departments and agencies. The Government's operational capability - the Counter
Disinformation Unit (CDU) - is coordinated by DCMS,
These arrangements have developed organically since the last
Spending Review



## Online Safety and wider policy

The Online Harms White Paper Full Government Response was published at the end of 2020, and DCMS has subsequently published the draft Online Safety Bill. This sets out plans to introduce a Duty of Care on social media companies requiring them to take action on content on their platform which could cause harm to individuals, alongside a legal requirement to produce transparency reporting.

## Cross Government Strategies

In addition to online harms, counter-disinformation efforts support the delivery of a number of cross-Whitehall strategies and programmes of work, including:

- Integrated Review;
- · Defending Democracy Programme;



## 2.3 Rationale for intervention

**Both misinformation and disinformation are widespread online.** Between 2018 and 2020, Facebook and Twitter announced that they had taken down 147 influence operations. Of these, 47% in 2018 rising to 76% in 2020 were attributed by the social

<sup>&</sup>lt;sup>1</sup> <u>How disinformation evolved in 2020</u> - Influence operations are referred to by Facebook as 'coordinated inauthentic behaviour' and by Twitter as 'state-backed information operations'

media platforms to specific governments or groups of people - rather than simply to a country of origin.

Misinformation spreads faster than truthful information, increasing the likelihood of exposure to fake news. Misinformation is 70% more likely to be retweeted than the truth.<sup>2</sup> This increases the likelihood of exposure to misinformation on social media platforms such as Twitter. In late March 2020, 46% of adults who said they were accessing news or information about the pandemic said that they had come across news or information that they deemed false or misleading.<sup>3</sup> In Q1 2021, six in ten UK adults who said they had seen misinformation about COVID-19 said they had seen it at least once a day.<sup>4</sup> This exposure to misinformation extends to children. When surveyed, 55% of 12-15 year olds who are aware of the term 'fake news' claim they have seen a 'fake news' story.<sup>5</sup>

**Engagement with misinformation, particularly around the anti-vaxx rhetoric, has also increased over the past year.** Between July and August 2020 interactions on posts criticising COVID-19 vaccines on six UK Facebook pages increased by 350%. The following of anti-vaxx social media accounts has also increased to 58 million followers, a 19% increase since 2019. The percentage of people that would definitely or probably get a vaccine is lower for those groups that use social media more than traditional media to access news and updates about Covid-19. Some studies have indicated that this is largely due to the prevalence of vaccine misinformation on these platforms.

The issue of misinformation extends beyond the context of COVID-19. Misinformation is also largely prevalent on social media among other health concerns including cancer. Research has found that 30% of gynecologic related tweets contained misinformation, with tweets about cancer treatment containing a higher percentage of misinformation than prevention related content.<sup>9</sup>

The prevalence and impact of misinformation is also significant during election periods, as witnessed during the 2016 US elections. During the election the top 20 fake news stories that were circulating had more engagement than the top 20 factual news stories on social media. There is also evidence to suggest that there have been attempts by foreign entities to interfere in elections through the propagation of fake news. In one

<sup>&</sup>lt;sup>2</sup> The spread of true and false news online - 2018

<sup>&</sup>lt;sup>3</sup> Online Nation 2021 report - Ofcom 2021

<sup>&</sup>lt;sup>4</sup> Online Nation 2021 report - Ofcom 2021

<sup>&</sup>lt;sup>5</sup> News Consumption in the UK - Ofcom 2020

<sup>&</sup>lt;sup>6</sup> Online Nation 2021 report - Ofcom 2021

<sup>&</sup>lt;sup>7</sup> The Anti-Vaxx Industry - Centre for Countering Digital Hate 2020

<sup>&</sup>lt;sup>8</sup> The Anti-Vaxx Industry - Centre for Countering Digital Hate 2020

<sup>&</sup>lt;sup>9</sup> Nature and Diffusion of Gynecologic Cancer–Related Misinformation on Social Media - Chen et al. 2018

<sup>&</sup>lt;sup>10</sup> How Fake News Affects US Elections - 2020

<sup>&</sup>lt;sup>11</sup> Disinformation and 'fake news': Final report - 2019

Pew survey of Americans, 68% noted that 'made-up news and information' greatly impacts their confidence in government institutions<sup>12</sup>.

In addition to being highly prevalent online, mis/disinformation can have measurable effects on behaviour or self-reported intentions<sup>13</sup>. In one large study researchers recorded a small but measurable effect of a single exposure to fabricated news stories about COVID-19 on some but not other related behavioural intentions - for example, participants who read a story about problems with a forthcoming contact-tracing app reported a 5% reduction in willingness to download the app. <sup>14</sup> Similarly, based on a cross-sectional online survey in Korean, exposure to misinformation was associated with psychological distress including anxiety, depressive symptoms and misinformation belief - which in turn was associated with fewer COVID-19 preventative behaviours.

The public's willingness to accept the Covid-19 vaccine is highly responsive to the information available about the vaccine. Based on a nationally representative survey, one study found that there was a net decrease in intent to accept a COVID-19 vaccine in respondents exposed to related misinformation for all levels of pre-exposure intent; 54.1% of those surveyed in the UK said they would definitely accept the vaccine, after being shown misinformation this number dropped by 6.2 percentage points. Similar results were found in a randomised control trial looking at the effects of anti-vaccine conspiracy theories. In one of the cited studies, participants who had been exposed to material supporting anti-vaccine conspiracy theories showed less intention to vaccinate than those in the anti-conspiracy condition or controls.

One study found that foreign disinformation online is strongly associated with both an increase in negative discussion of vaccines on social media and a decline in vaccination coverage over time. Using data from the Digital Society Project, they found that a one-point shift upwards the disinformation scale<sup>16</sup> was associated with a 15% increase in negative tweets about vaccines and a two percentage point decrease in the average vaccination coverage year over year.

**Misinformation also leads to a decrease in media trust.** One study<sup>17</sup> found that exposure to misinformation during the one-month period around the 2018 election was associated with a 5% decrease in media trust among participants. Furthermore, consuming

<sup>&</sup>lt;sup>12</sup> Many Americans Say Made-Up News Is a Critical Problem That Needs To Be Fixed - 2019

<sup>&</sup>lt;sup>13</sup> Self-reported intentions do not necessarily reflect real world behaviour changes, they do act as a reasonable proxy.

<sup>&</sup>lt;sup>14</sup> Quantifying the effects of fake news on behavior: Evidence from a study of COVID-19 misinformation - 2021

<sup>&</sup>lt;sup>15</sup> The Effects of Anti-Vaccine Conspiracy Theories on Vaccination Intentions - Jolley and Douglas 2014

<sup>&</sup>lt;sup>16</sup> This indicator tracks the opinion of over 3,000 scholars in 180 countries and asks them "How routinely do foreign governments and their agents use social media to disseminate misleading viewpoints or false information to influence domestic politics in this country?" on a 5-point Likert scale.

<sup>&</sup>lt;sup>17</sup> Misinformation in action - 2020

fake news was associated with lower mainstream media trust across all levels of political ideology.

Wider availability of news from various internet platforms has decreased dependence on traditional news sources, meaning that more individuals are therefore likely to fall victim to disinformation. 65% of adults in the UK use the internet as their main source of news, and this increases to 79% for individuals aged 16-24. This threat is exacerbated by increasing internet use. In the context of rising online news consumption, internet users are less likely to validate online information sources. This increases the likelihood of internet users falling victim to manipulative behaviours. After exposure to misinformation about mask wearing during the pandemic 4.6% of people changed their behaviour, resulting in 2,187 additional hospitalisations and 509 additional deaths. In recent years we have witnessed various impacts of disinformation including: decreasing trust in government and democratic processes; criminal damage as a result of false 5G narratives; and anti-vaccination content increasing potential vaccine hesitancy.

## Need for Government Intervention

In recent years, many social media companies have made technical changes to their products to tackle disinformation and misinformation on their platforms - this includes techniques to increase user safety. However, this has not gone far enough.

In order to effectively address this, the Government must have the capacity to understand and respond to harmful manipulative content online.

<sup>&</sup>lt;sup>18</sup> News Consumption in the UK: 2020 - Ofcom 2020

<sup>&</sup>lt;sup>19</sup> Adults' Media Use and Attitudes Report - Ofcom 2018

<sup>&</sup>lt;sup>20</sup> Adults' Media Use and Attitudes Report - Ofcom 2020

<sup>&</sup>lt;sup>21</sup> <u>The Cost of Lies</u>: Assessing the human and financial impact of COVID-19 related online misinformation on the UK - London Economics - 2020

2.4 Project's Strategic Objectives
The overarching objective of this pilot is to improve HMG's counter-disinformation capability
This encapsulates a number of sub-objectives which will guide the wor
undertaken in this project: <sup>25</sup>
1. <b>Objective:</b> Improve HMG's understanding of the threat of disinformation an
therefore its ability to respond effectively.
a. Solution:
2. <b>Objective</b> : Improve counter-disinformation data sharing across relevant governmen
stakeholders.
a. <b>Solution</b> : Design a technological solution to allow for better counter
disinformation data sharing within government, taking into account lega practical and ethical barriers and concerns.
3. <b>Objective</b> : Improve consistency and effectiveness of government analysis of counter
disinformation data.
a. Solution:
4. <b>Objective</b> : Improve counter-disinformation threat information sharing with wide
Government Departments.
a. Solution:

<sup>&</sup>lt;sup>25</sup> The first phase of this project (discovery) will identify effective solutions to existing limitations to data use. This will include setting SMART objectives for the second phase and overall project.

## 2.4 Project's Contribution to Shared Outcomes Fund Objectives

Disinformation can hamper public health efforts (e.g. Covid-19), cause public order issue
(e.g. 5G vandalism), and amplify divisive issues, decaying trust in authority and institutions
As such, effective response to the issue supports delivery of a number of outcomes identified
as priorities for the Shared Outcomes Fund:

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The objective of this bid is to develop innovative solutions to respond to and mitigate the increasing threat of disinformation in the UK through an enhanced whole of government approach through sharing and analysis of data. It is supported by a number of government departments and agencies including Home Office, Cabinet Office, FCDO, MoD and

This project would contribute to meeting these objectives in the following ways:





In addition, the project contributes towards achieving several of the objectives for DCMS Digital and Media Group, including keeping people and businesses safe and protected from harm.

## 2.5 Case for Change

Our theory of change developed for this project (Annex A) outlines the activities, outcomes and outputs of the project, responsive to the needs and opportunities identified above.

## Inputs

- Funding of £8.4m will finance data analysts, project managers, digital and data experts, legal advisors, evaluators, and data storage.
- Engagement with Government stakeholders, including those inside the counterdisinformation community and more widely.
  - Existing counter-disinformation expertise, such as experience in data collection and analysis and knowledge gathered through development of existing tools

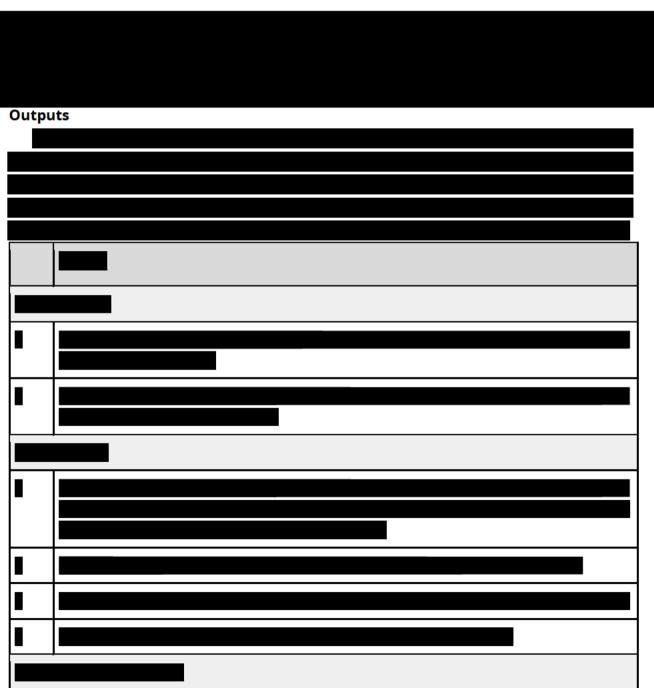
## **Activities**

This is a two-stage project, following the government service standard agile delivery methodology, allowing for project teams to build quickly, test what they've built and iterate their work based on regular feedback. The project is divided into two phases - Discovery and Delivery.

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#### **Outcomes/ Benefits**

This project would enable HMG to take an agile approach to developing tools which would improve existing open source monitoring, provide a clearer picture of the threat and facilitate targeted and effective responses.



## 2.6 Main Risks

The project proposes a novel approach, which, if successful, would enable the Government to pilot a centralised model with potential to scale up. It makes use of an Agile project management methodology, recommended by the government service standard as the best way to build and run government digital services, as this encourages teams to build quickly, test what they've built and iterate this work based on regular feedback.

While this approach is common and widely applied in the delivery of digital services, it is not without a number of risks compared to 'waterfall' project management, due to the greater number of 'unknowns' at the outset of the project, however, the more iterative approach for Agile, allows for these unknowns to be surfaced and addressed on a daily basis.

The main known business and service risks associated with the proposed methodology and the scope for this project are identified in the risk register (Annex B), and their countermeasures identified. As a summary, some of the main risks to delivery include:



A comprehensive risk register will be maintained by the project team throughout the project lifespan, upon final project approval (see management case).

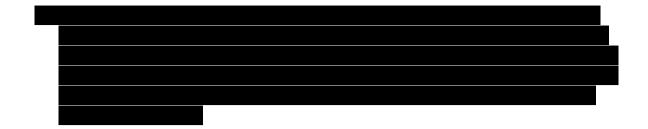
## 2.7 Constraints and Dependencies

As well as internal risks identified in the Risk Register, the project could be constrained by external factors including:



 Insufficient management resources. The success of this project will depend in part on the ability of DCMS to convene cross-Whitehall partners, and set and communicate direction.

The project is subject to the following dependencies that will be carefully monitored and managed throughout the lifespan of the scheme.



## 3. Economic Case

#### 3.1 Rationale for Intervention.

The scale of the problem and evidence of an absence of market action is outlined in the strategic case. The market failures supporting our case for change are outlined here:

# 1. Information asymmetries exist between the producers of dis/misinformation and the consumer of the content.

 Consumers do not always have all the necessary information to validate claims made online and can be susceptible to dis/misinformation. Additionally, the ease and frequency with which 'fake news' is created risks crowding out real news which by design is more expensive to produce - a conclusion reached by the DCMS Committee in its 2018 report.<sup>27</sup>

## 2. There are significant negative externalities associated with dis/misinformation.

- a. Vaccine dis/misinformation is one example (particularly for measles, mumps and rubella) which led to concerning reductions in vaccination rates<sup>28</sup>. According to an analysis of Youtube videos about immunization, 32% opposed vaccination<sup>29</sup>.
- b. Lower vaccination rates than the required population protection levels can lead to population outbreaks and avoidable deaths.
- c. One study<sup>30</sup> highlights the direct link between misinformation and Covid-19 vaccine hesitancy. 'Misinformation plays into existing anxieties and uncertainty around new vaccines....This threatens to undermine the levels of COVD-19 vaccine acceptance required'.

#### 3.2 Critical Success Criteria

We have determined the following critical success factors for the project against which we can assess potential options:

1. **Strategic fit** - How well the option meets the project objectives, e.g. improves x-WH counter-disinformation working and improves our understanding of the threat and

<sup>&</sup>lt;sup>27</sup> <u>Disinformation and 'fake news': Interim Report</u> - 2018

<sup>&</sup>lt;sup>28</sup> Separating inflammation from speculation in autism - Murch 2003

<sup>&</sup>lt;sup>29</sup> The anti-vaccination movement: a regression in modern medicine - Hussain et al. 2018

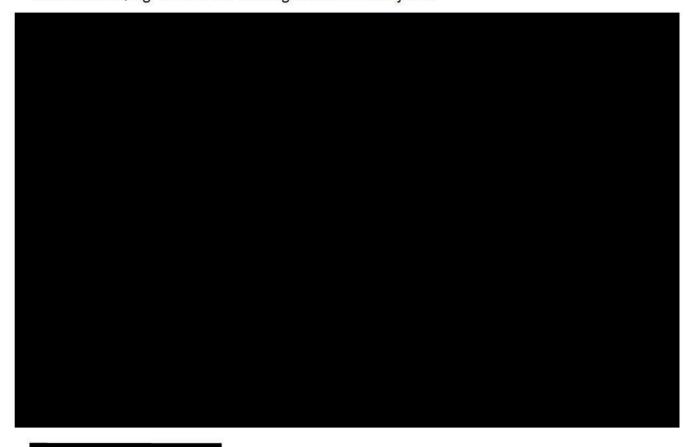
<sup>&</sup>lt;sup>30</sup> Exposure to misinformation could see people making a U-turn on taking a COVID-19 vaccine - 2020

## 3.4 Assessment of Preferred Option

The tables below compare at a high level the shortlisted options against the critical success factors and gives each option a RAG rating according to how far it meets the criteria using the following scoring:

- Green Meets critical success factors (CSFs), Preferred way forward
- Amber Meets CSFs but Is less attractive, Carry forward
- Red Fails to meet CSFs,

**Strategic fit** - How well the option meets the project objectives, e.g. improves x-WH counter-disinformation working and improves our understanding of the threat and therefore, our ability to respond to events. How well the option aligns with DCMS objectives and objectives of the Shared Outcome Fund, e.g. better x-WH working and better use of data



**Value for money** - How well the option achieves value for money through optimising value in terms of costs, benefits and risks

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Affordability: How well the option considers budget constraints and risks to budget overrun.

**Informing future investments**: How well the option prepares HMG for future investments in counter-disinformation.

3.5 Analysis of Preferred Way Forward
Short-term direct benefits
<ol> <li>This option will result in material efficiency savings within HMG's counter- disinformation efforts.</li> </ol>
<ol><li>The preferred option will improve HMG's understanding of mis/disinformation to enable effective and targeted policy intervention.</li></ol>
Long-term indirect benefits

 The project will result in a more coordinated, consistent and evidence-based approach to counter-disinformation, leading to more targeted and effective policy and communications interventions.

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## 4. Commercial

This section outlines the commercial case for the proposed project in relation to the preferred option outlined in the economic case.

#### 4.1 Introduction

The purpose of the commercial case is to outline the commercial principles affecting the procurement, and to provide the details for the procurement processes.

Since the approval of the OBC, the procurement has progressed whilst complying with the overarching EU procurement rules and the UK regulations that enforce them. At the time of the OBC, no procurement strategy was provided for each of the teams we would be procuring for. This is because we had yet to determine which procurement process would provide the optimal solution to meet our requirements. This FBC details the procurement strategies that were subsequently used, and the results of those procurements. In particular, it provides a summary of:

- The elements of the procurement strategy which were finalised and agreed;
- The procurement process itself;
- The consideration of the outcome of tender evaluation; and
- The recommendations for contract award.

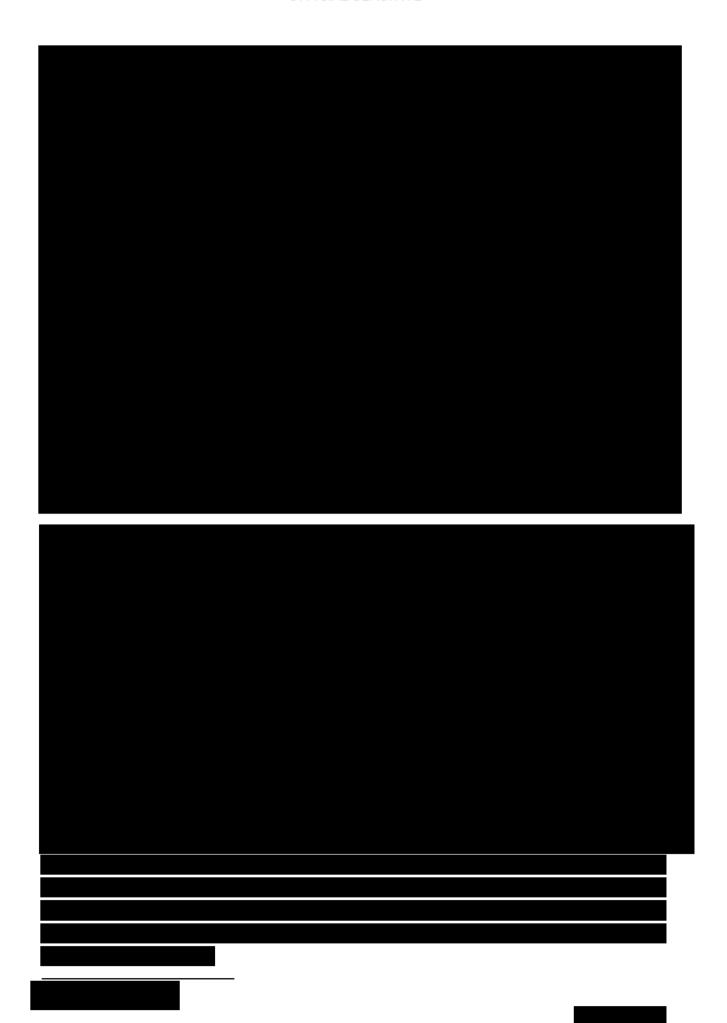
## 4.2 Project Procurement

Procurement routes for programme funding are set out below.

## 1. Procurement for a Digital Project Management Team

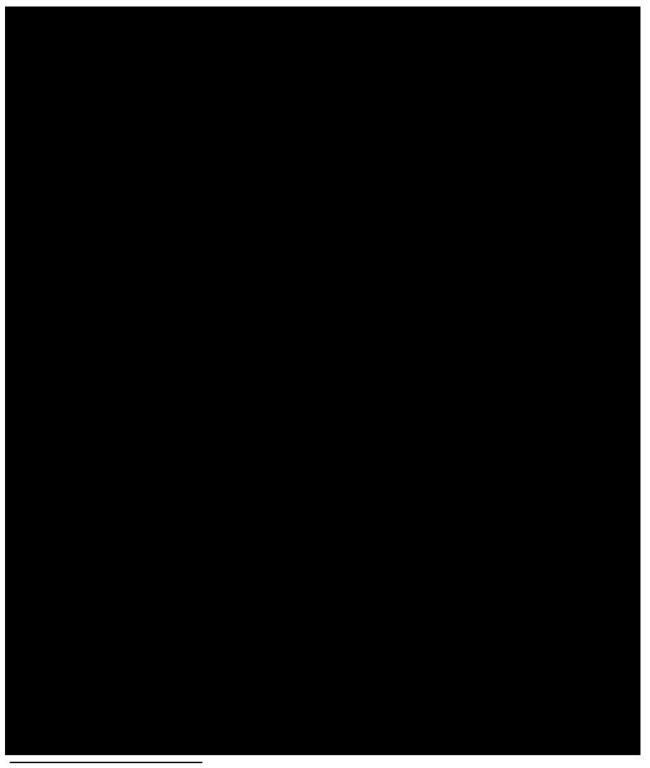
The key objectives of the procurement process were to identify a supplier who could provide the necessary knowledge, skills and experience to work with the DCMS internal programme management team and public and private sector stakeholders to lead a process of discovery and development, and a technical build delivery phase to deliver the Counter Disinformation Data Project.

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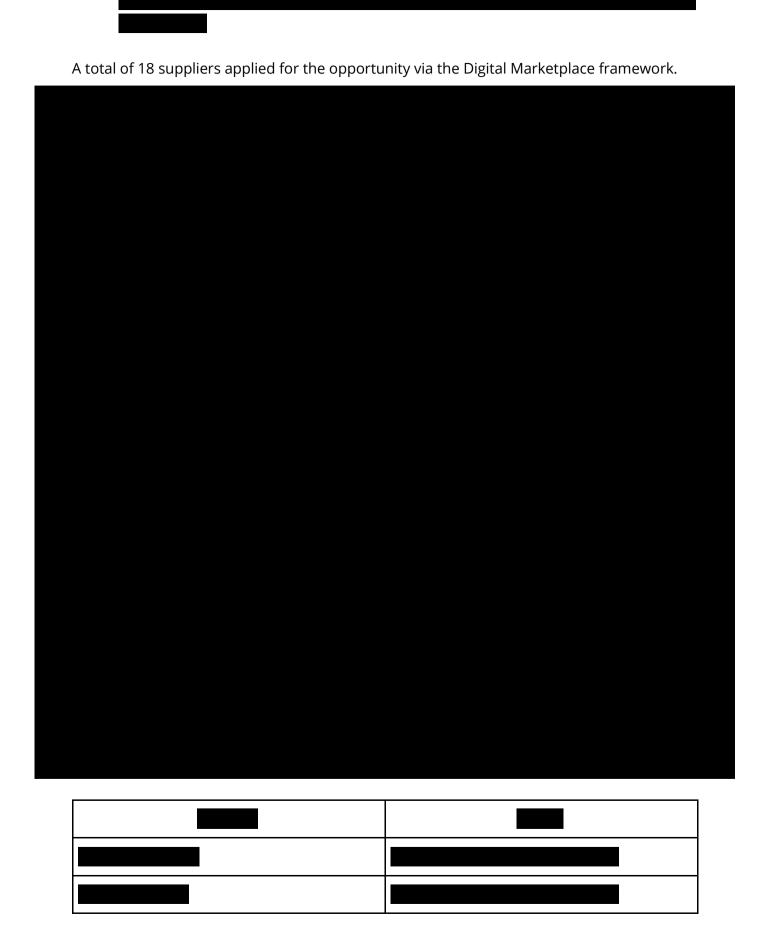


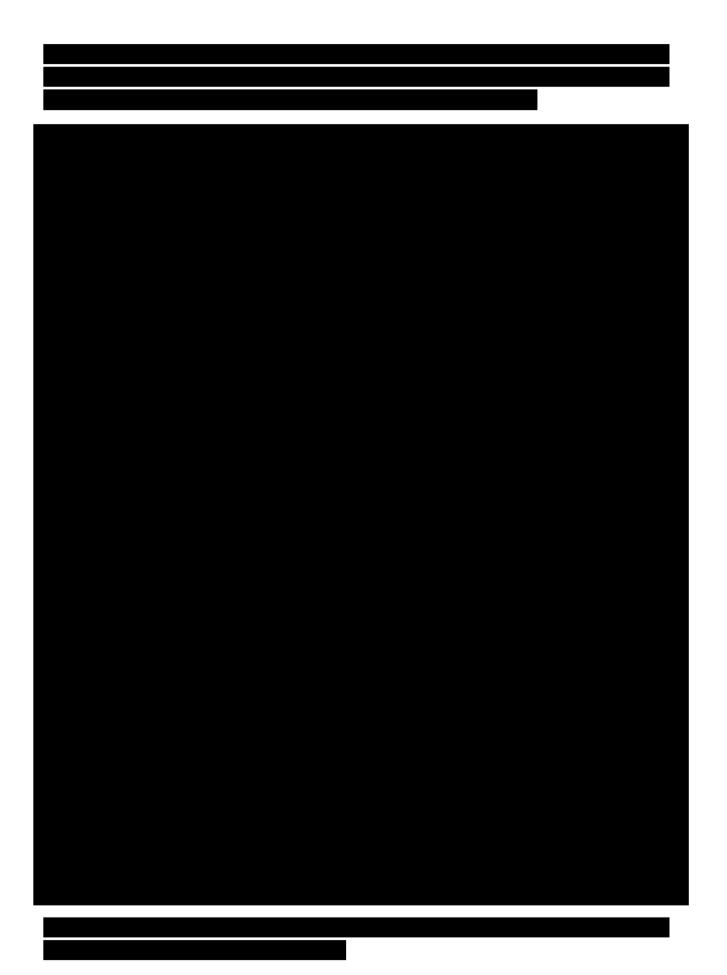
The requirements went live on the Digital Marketplace framework on 25 August, with the deadline for responding set to 9 September.<sup>39</sup>

Suppliers were asked to demonstrate how they met a list of ten essential skills and experience, and six nice-to-have skills and experience. We used the responses demonstrating skills and experience to evaluate the suppliers' technical competence.



<sup>&</sup>lt;sup>39</sup> https://www.digitalmarketplace.service.gov.uk/digital-outcomes-and-specialists/opportunities/15487?utm\_id=20210827





The elements of the Tender Response that was evaluated was made up of three parts as shown below:

Part	Description	Weighting
PART 1a:	Technical Submission	65%
PART 1b:	Cultural Fit	10%
PART 2	Pricing Schedule	25%
Total:		100%

For the technical submission, suppliers answered nine questions. Two responses were marked as either pass or fail, and the remaining seven were marked on a scale of 0-4. The questions were weighted, showing the relative importance of each criteria.

For the cultural fit, suppliers answered three questions. These responses were all marked on a scale of 0-4, and all were weighted to show the relative importance of each criteria.

The suppliers were also asked to complete a pricing schedule. After technical submission and cultural fit, the pricing schedule was used to determine the most economically advantageous offer from the point of view of DCMS.

The ITT stated that DCMS would award the Contract to the Tenderer submitting the most economically advantageous offer from the point of view of the Department. The most economically advantageous offer will be the Tender that achieves the highest combined final score (out of 100%), made up from the Technical Submission score (max score = 65%), the Cultural Fit submission score (max score = 10%), and the Pricing score (max score = 25%).



Faculty achieved the highest score, and will subsequently be awarded the contract.



The contract for this project will be awarded in December 2021, with work commencing as soon as possible after the award and running to March 2023.



2. Procurement for an Evaluation and Monitoring Expert

The key objectives of the procurement process were to identify an expert independent evaluator to provide evaluation and monitoring services throughout the lifecycle of the project who will facilitate regular monitoring, assure successful delivery of the project and good use of public money by performing impact and audits, and recommending process improvements.

The successful supplier will provide strong independent monitoring and evaluation and oversee the end-to-end delivery of the Counter Disinformation Data Project to ensure it is delivering best value, positive outcomes and improving overall ways of working across Government and industry.

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# 3. Procurement for Legal Support Services

The key objectives of the procurement process were to identify appropriate legal support and advice for the Counter Disinformation Data Project to provide advice on establishing the data repository.

Our preferred option was to procure externally as we would have been unable to deliver the package of work in-house. Procuring this support ensured that we would have the necessary legal expertise, experience and skills required to deliver the project to the legal and ethical standards and within the timescales required.





# 4.3 Commercial Risks

The main commercial risks associated with the potential scope for this project are identified in the risk register (Annex B), together with their countermeasures.

#### **Commercial Risks**

Due to the nature of procurement, as with any project, there are a number of fraud risks which need to be understood and mitigated. This risk is slightly raised due to the novel nature of the project, meaning that there are fewer comparators from which to draw lessons from. The main areas of fraud risk are identified in the <u>counter-fraud risks register</u> (Annex E). They include:

- risks arising from procurement processes e.g. a supplier requesting payment for goods or services that are not delivered
- risks arising from abuse of position e.g. corruption and bribery risks, staff colluding in the tender process

The project team (and any others involved in the project) will also have completed the mandatory fraud, bribery and corruption training and members of the project team may undertake enhanced training on bribery and corruption to mitigate any potential risks. Compliance with mitigation measures identified in the FRA will be monitored and managed by the project lead. There will be a continuous assessment of fraud risks as the project progresses, with the project team conducting due diligence checks at key milestones (for example the end of the Discovery Phase).

# 5. Financial Case

This section outlines the financial case for the proposed project. The purpose of this case is to show how the project will remain affordable within the funding amount awarded by HMT.

### 5.1 Project Description

On the basis of a competitive application process, the project has been awarded a funding package of **£8.40m** over two years through the second round of HMT's Shared Outcomes Fund programme which is funded via HMT's Reserve. As described within the project bid, the funding package will cover the cost of:

- Contracting an internal team of **project management** and **data analysts** at DCMS and OGDs
- Programme funding for:
  - Procurement of a digital/technical project management team,
     to provide the necessary knowledge, skills and experience to lead a process of discovery, development and delivery for the prototype technological solution.
  - o Procurement of a **technical delivery team** to design and build the prototype technological solution in phase two of the project
  - o An **expert independent evaluator**, who will assure successful delivery of the project and good use of public money by performing impact and audits, and recommending process improvements
  - o An **independent monitoring expert**, who will facilitate regular monitoring and the production of monthly reports for the Disinformation Directors Board
- Admin funding for:
- Procurement of legal advice and expertise to provide advice, challenge and support
  on legal, ethical and data issues related to the potential establishment of a data
  repository and throughout the life
- data storage
- **licences** for data collection and data science tools

These costs are laid out in greater detail below.

# 5.2 Project Costs

#### **Staffing**

### 1. Secretariat function

DCMS Security and Online Harms Directorate will be responsible for project administration. This will include:

 maintaining strategic ownership of this project, and accountability for its successful delivery;

<ul> <li>procurement and contractual management of the Provider;</li> </ul>	
<ul> <li>communicating about project outcomes and approach across HMT, and ensuring appropriate visibility to stakeholders.</li> </ul>	
These roles will report upwards to the project SRO, Sarah Connolly (Director, Security and Online Harms).	
. Analytical Unit	J
n addition to the programme secretariat, a team of analysts will provide the monitoring and	
nalysis function,	



#### 3. Data storage

While the exact form of the technological solution remains unknown until the work is completed within the discovery phase to scope this, In planning it was identified that it was likely that this solution will involve some form of data ingestion and storage for the project's lifespan.

4. Licences for social media platform data access and data science tools
Similarly, we envisage that licences for data access and analytical tools may be required for
the project.

### 5. Legal advice

Legal advice will be required to:

- · Establish any bespoke contracts with suppliers;
- Establish agreements with social media platforms or third party suppliers on the provision of data;
- Ensure the Government has legal bases for collecting data and that activity is compliant with data protection;
- Provide advice on complex issues of anonymisation and privacy in the context of a data repository.

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### Programme funding

The costs for external contractors - including the digital project management team, technical

project team and evaluation specialists - are based on the average high-end cost for procuring these specialist resources via the existing government procurement frameworks.

1. Digital/technical	project mana	gement team
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The digital/technical project management team will have expertise in digital projects management and in ethical data science and will be involved across the two phases of the project, responsible for delivering the outcome.

# 3. Independent evaluators and monitoring specialist



### **Project Cost Overview**

The following table brings together the above costs and sets out how they fall over the 21/22 and 22/23 Financial Years.



#### 5.3 Financial Risks

As with every project there is some element of financial risk, the novel approach to this one and agile delivery methodology increases that risk somewhat. To ensure that this level of risk is adequately mitigated and minimised, contingency has been built into the costings for this project in the following ways:

- Budget allocation has been calculated on the basis of the average high end costings for contractors. This provides a degree of flexibility on cost and timing as the actual costs are likely to be lower with price one of the assessment criteria;
- Costing is based on the high end of the delivery schedule, allocating budget for services for a total of up to 22 months - due to the delays to starting the project, it will create some underspend.;
- Internal headcount funding starts from the beginning of the financial year and includes the final 2 months of financial year 2022/23;

The dedicated project management team will continue to review spend and financial risks
through careful budget management and if areas of new costs or pressures arise, the team
will proactively engage with DCMS finance colleagues and HMT manage the pressure and to
absorb it, considering all possible mitigations which may including cutting costs, cutting
inefficiencies, cutting unnecessary programmes and cutting lower priority budgets.

# 6. Management Case

### 6.1 Project Governance

DCMS will hold overall responsibility for the project, within the existing counterdisinformation governance structure. DCMS will chair the x-Whitehall counter disinformation director group updates for this project, with attending departments and stakeholders outlined in this section.

It will be managed by the Counter Disinformation Unit within the Online Harms Directorate, who have responsibility for:

- Leading HMG's counter-disinformation strategy, including building our understanding of the problem, developing a comprehensive policy response and ensuring an appropriate regulatory framework through Online Harms regulation;
- Leading HMG's operational response to disinformation through the Counter Disinformation Cell and developing HMG's capability to counter threats to the information environment; and
- Developing and implementing proposals for defending democracy recognising the significant impact of digital technologies on democratic processes.

Within the project, this team's responsibilities will include:

- Administering contracts and leading the procurement process;
- Providing secretariat for project delivery meetings and governance;
- Leading cross-Government engagement;
- Reporting and communicating progress with DD Project Board and Disinformation Director Board.

The senior responsible officer for the project is Sarah Connolly, Director for Security
and Online Harms, DCMS.
The project will report progress to DCMS ministers via a quarterly update. Should any issues which require ministerial oversight arise outside of the regular reporting period, we will escalate as appropriate. This could include severe risks which could compromise the success of the project, or cause reputational damage to the department (such as fraud). We do not judge that a distinct ministerial oversight board is proportionate given the spend for this project, but progress could be reported through existing structures such as the National Security Council.
Cross-departmental Working and Dependencies

Stakeholder Management
Three key groups of internal stakeholders exist: core stakeholders involved in the project's
delivery; stakeholders in the wider counter-disinformation community; and stakeholders
with an interest in the project.



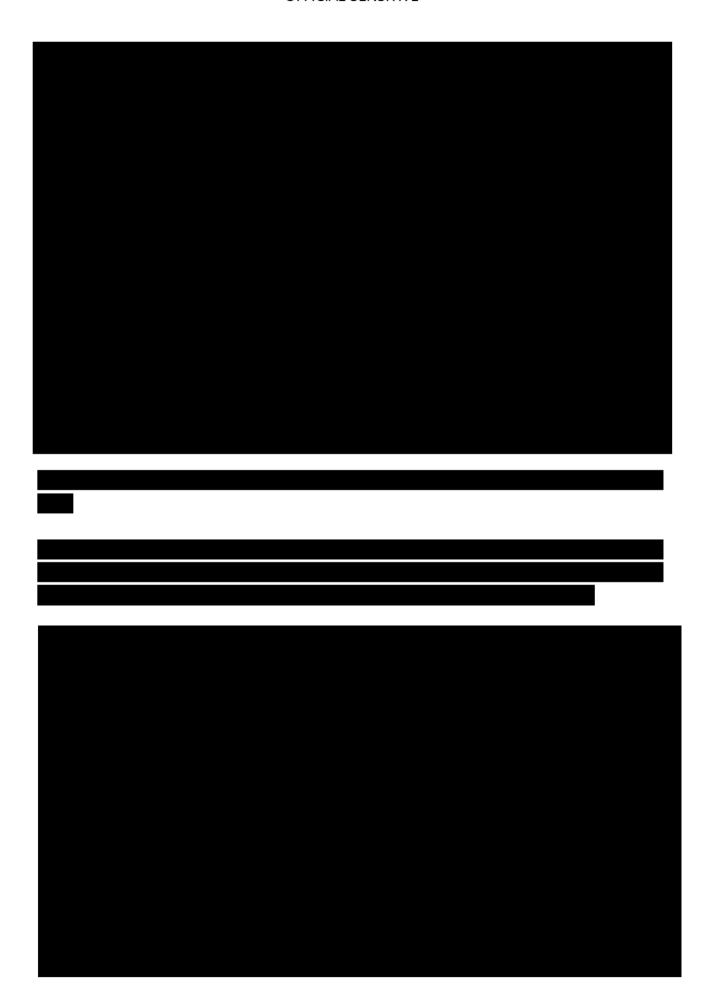
As part of the initial project discovery phase, a stakeholder management plan will be created, setting out how and when information will be disseminated to these key stakeholders. This will be developed with the internal project management team and digital supplier after initial meetings with x-Whitehall stakeholders early during the discovery phase. It is planned that this will be created during the project prioritisation stage of Phase 1 of the project, to be completed by the 31st November 2021.

### **Work with Procured Suppliers**

The external digital project management team and independent evaluator will regularly meet with both the internal project team within DCMS and x-Whitehall stakeholders. This will ensure that stakeholders across government are able to inform the development of the digital solution and feedback to the independent evaluator regarding KPIs and ways of working, and ensure that external suppliers are aware of any developments within government that may affect their deliverables for the project.

### **Governance Structure**

This pilot will sit within a wider programme of counter-disinformation work which will expand on established governance structures.





This governance structure will allow x-Whitehall stakeholders to regularly feedback to the DCMS project team with updates which may affect the project and the development of the digital platform. This will be fed into monthly reported prepared by the DCMS project team for the monthly DD project boards and the Disinformation Director Boards. This means that feedback from stakeholders, as well as information from the DCMS project team and external suppliers will regularly be reported to senior staff in order to successfully monitor the project. There will also be monthly meetings with x-Whitehall project delivery teams working on Shared Outcomes Fund projects. In these meetings, colleagues from HMT and OGDs will share updates and best practice in solving common issues (e.g. data collection concerns), which will in turn be fed to procured suppliers and stakeholders.

### **Independent Project Assurance**

The expert Independent Evaluator will be procured by DCMS separately, and will be responsible for providing expert independent assurance of project spend and quality, and for recommending areas for improvement. This will include meeting with key Whitehall stakeholders to establish KPIs during the discovery phase, conducting an audit to assess ways of working, and producing a feasibility report with the internal project management team. The external evaluator will also work continuously to monitor progress and identify potential risks for the project during Phase 2 of the project. The external independent evaluator will begin working on the project during Phase 1, meaning they will be able to work

with the internal DCMS project team to establish KPIs, assess ways of working and produce a feasibility report by the end of the phase.

6.2 Project Delivery

### **Agile Approach**

The project will use agile project management methodology to establish a data based solution, providing further evidence of the threat of disinformation and enable analysis of longer term trends. An agile approach is responsive to stakeholder needs and is thus appropriate for this project, which involves multiple stakeholders and innovating a solution in an evolving field. Through the use of regular coordination meetings with x-Whitehall stakeholders, feedback is given regularly and changes to the project plan can be made as appropriate should there be developments in the disinformation landscape. In addition, given the complexity and schedule of the project, regular review periods using the agile method will allow unsuitable solutions to 'fail fast', so that time is not wasted.

Using an agile approach therefore will allow change management to be embedded into the project, as regular feedback and reviews means the project can respond to developments soon after they arise and make appropriate adjustments. This also means that lessons can be learned throughout the project and reported as appropriate. In addition, an agile approach allows the internal DCMS team and external suppliers to liaise regularly and respond to any changes as appropriate. This includes changes in circumstances that may cause contractual change.

### **Project Delivery Schedule**

The project will be delivered in two phases, with an additional preparatory period before contracts are in place. It is planned that the DCMS internal project team will be in place for the start of Phase 1 of the project. External digital project management and legal suppliers will begin working on the project when resource allows, at the beginning of the discovery phase. The independent evaluator will come into the project during Phase 1, to provide support in establishing KPIs and evaluate ways of working in the counter disinformation community in relation to the project. A full project plan will be developed between the internal DCMS project team and the digital supplier early in the discovery phase.

Preparatory work (June - November 2021)
Phase 1 (3 months: November 2021 - February 2022)
Phase 2 (12: March 2022 - March 2023)
Project conclusion (1-2 months: March 2023)

Upon investment approval for this project, the internal DCMS project team will lead on developing the full project plan, detailing, for example: scope, key activities, milestones, dates for decision-making, the baseline financial forecast, and a resourcing plan. This plan will also specify the project's intended outcomes (benefits) and how these will be measured and evaluated (for more details on evaluation see below). The plan will be produced with input from x-Whitehall stakeholders and external suppliers to ensure the complexity of the data solution and stakeholder needs are adequately considered.

When procuring delivery partners, the ability to comply with the milestones established above will be tested and capacity will be ensured in order to mitigate and decrease potential risks.

# Supplier costs and delivery for project



Plan for conclusion of project

Following the conclusion of the project, the options for scaling up this proposal will be considered (set out below)
There may be elements of this project which require continued funding to enable the Government to make use of the technology developed during the project. This includes sufficient data storage for the repository
Scalability

# 6.3 Risk and Issue Management

For potential risks relating to project management and delivery capacity please see the risk register and risk mitigations identified in Annex B.

Throughout the project, risk management will be led by the project manager and reported on frequently via a log regularly updated by the responsible project manager containing scoring, mitigations, responsible team members etc. In practice most risk mitigation is by team members but we have arrangements for escalation to the project senior lead, functional leads or, by exception, the Programme Director.

The risk log will allocate each risk an owner, following the general principle that risks should be passed to 'the party best able to manage them', subject to value for money. This may include allocation of risks to project partners and contractors.

Using an agile approach, risks and issues can be managed through regular feedback and meetings with stakeholders and external suppliers. With regular review periods in fortnightly meetings, contingency plans can be put in place if aspects of the project face setbacks within the agile methodology. Agile project management allows unsuccessful ideas to 'fail fast', meaning less time is wasted on poor outcomes and the project team can plan alternatives with x-Whitehall stakeholders. As the agile approach involves constant review of progress and inputs affecting the project, the external digital provider will be able to make adjustments to the project as necessary should the need arise in a timely manner, whilst still taking into account key milestones, performance indicators and stakeholder needs.

Our approach to key risks facing the project is outlined in the risk register (Annex B). The risks listed have been taken into account during procurement and when outlining the project plan, and will form a key part of discussions when meeting with suppliers and x-Whitehall stakeholders. Using the agile project management approach, should any risks develop into

issues, we will address these swiftly so as to limit their impact on project scope, time and cost.

### 6.4 Project Reporting

The project will comply with the reporting requirements set out by HM Treasury in the letter sent April 2021.

Reporting will be as follows:

### **Quarterly reports**

As one of the conditions for receiving SOF funding, we will submit quarterly updates for the Chief Secretary to the Treasury. DCMS will send quarterly reports to both the Shared Outcomes Fund Team and to the HM Treasury Spending Team on the project's progress during the preceding quarter including ongoing evaluation. The first quarterly return will be due by COP Friday 29th October 2021 covering Q3 2021 (July to September).

These reports will be light touch, and concise in keeping with a regular check-in on projects and cover:

- Delivery progress in past quarter
- Priorities for the coming quarter and how deliverables will be measured.
- Key risks and issues and how these are being mitigated.
- Sharing cross-departmental successes and challenges

Should any critical issues or risks arise, we will contact the SOF team and Spending Team directly as soon as possible.

### Yearly reports

These will be submitted to both the Shared Outcomes Fund Team and to the HM Treasury Spending Team by 30 April every year, for the duration of the project. These will cover work on the project over the preceding financial year.

These reports will be more detailed than the quarterly reports but no more than five pages. They will cover:

- A summary of the quarterly reports, and an overview of how the project is progressing against the yearly delivery plan and proposed outcomes.
- A breakdown of spending, comparing it to initial spending plans.
- Further detail on what evaluation has been carried out over the last year.
- Clearly demonstrating that pre-agreed outcomes (or conditions/terms agreed when funding was allocated) have or are being met.

As detailed below (6.6), we will share details of the project's evaluation to both the Shared Outcomes Fund Team and to the HM Treasury Spending Team.

In addition, as agreed, we will submit a review detailing the feasibility of the project, and providing assurances that the proposed approach is viable after the end of the planned discovery work in Year 1 to the Shared Outcomes Fund team.

### 6.5 Monitoring and Evaluation

Evaluation and monitoring is a key process for any organisation or project to undertake, in order to judge the success and value of work produced, and is a crucial development tool which, when used correctly, can support informed decision making, planning, advocacy, and investment. The process involves collecting relevant evidence, then analysing and interpreting it in order to reach informed conclusions about what worked and what could be done better.

We have ensured that plans for evaluation, and the levels of resource needed to carry this out, are built into the project from the outset. These will be more fully developed further in consultation with the project team (once recruited), relevant HMT teams and our Independent Evaluator, who we will tender for in the initial phase of the project ensuring that data is effectively captured throughout the project lifecycle. While the operational specifics of the evaluation are yet to be confirmed, the below summarises our approach to evaluation, informed by our programme outcomes, objectives and outputs, as well as the theory of change model (Annex A) created to make the evaluation process more intuitive.

#### **Objectives**

The overarching objective of this pilot is to improve HMG's ability to understand and articulate the threat of disinformation in the UK, with a focus upon improving cross-Governmental working, to enable more effective and targeted interventions. This encapsulates a number of sub-objectives which will guide the work undertaken throughout the project:

- 1. Improve coordination of x-WH counter-disinformation efforts
  - a. Improve counter-disinformation data sharing across relevant government stakeholders.
  - b. Improve consistency and effectiveness of government analysis of counterdisinformation data.
  - c. Improve counter-disinformation threat information sharing with wider Government departments.
- 2. Improve HMG's understanding of the threat of disinformation and therefore its ability to respond to disinformation threats, including baseline, trends, how narratives

develop and move across platforms, and the risks of disinformation campaigns targeted at people with protected characteristics.

Evaluation of this project will form the basis of future plans for the Government's counterdisinformation capability. As such, evaluation will focus on the extent to which the technology and model developed in the project achieves this objective. Evaluation will allow us to more meaningfully define what 'success' in this space looks like.

In addition, monitoring of progress in the project will be embedded from the start, conducted at regular intervals and help to inform the evaluation processes and build into the delivery of the project a process of self-reflection and evaluation to determine if we are achieving our goals. As well as regular meetings with the internal DCMS project team and x-Whitehall stakeholders, the independent evaluator will also work with stakeholders to ensure their needs are embedded into the project evaluation throughout. This will capture whether individual milestones have been met, risks to the project, regular feedback from customers and teams, and the effectiveness of individual steps.

### **Evaluation approach**

The evaluation of the pilot will involve both a process evaluation and an impact evaluation:

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<ul><li>Process evaluation:</li></ul>	
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Impact evaluation:	

#### **Evaluation Criteria**

While the specific evaluation criteria will be confirmed in consultation with the Independent Evaluator, our monitoring and evaluation activity will be designed to measure the project's

impact relative to our project objectives, against the broader objectives of the Shared Outcomes Fund and HMG. This will be achieved by answering some core questions:

- 1. What did we set out to achieve? (objective setting)
- 2. What did we do? (inputs and outputs)
- 3. What was the impact? (outcomes)
- 4. What went well? What went badly/ what would we have done differently? What factors were within/outwith our control? (assessment)
- 5. What have we learned and how can we apply this going forward? (forward planning)

The following proposes a framework of potential evaluation questions, against which the impact and outcomes of the project can be measured against, drawing from the project objectives outlined above and in the Strategic Case:

- 2. Did the project improve counter-disinformation data sharing across relevant government stakeholders.
- 3. Did the project improve the consistency and effectiveness of government analysis of counter-disinformation data and threat information sharing with wider Government departments.



Project evaluation specific objectives are as follows:

- 1. Did we effectively deliver the work we were funded to delivery through the Shared Outcomes Fund?
- 2. Did we achieve the aims we were funded to through the Shared Outcomes Fund?
- 3. What are the key benefits delivered by the project to our stakeholders?
- 4. What are the lessons learnt and how can these be used to plan for the future.

These questions will form the basis of the framework to be agreed with the independent evaluator, which will in turn inform the data collection process across both the process evaluation and impact evaluation strands which are outlined in greater detail below.

### **Process evaluation**

The process evaluation is designed to ensure the effective running of the pilot, in particular whether resources are being used effectively to reach the desired objectives and sub-objectives.

This strand of evaluation is focussed on assessing joint working approaches and the

throughout the life of the project and will include assessment which is regularly fed back into the project, allowing continual adapting and updating on the direction of travel.	associated tools which will be developed to improve this. The process evaluation will run
the project, allowing continual adapting and updating on the direction of travel.	throughout the life of the project and will include assessment which is regularly fed back into
	the project, allowing continual adapting and updating on the direction of travel.

KPIs for the process evaluation will be set at the start of the project and will be informed by the initial audit of current systems (and ways of working).

Regular feedback from the process evaluation will be vital to the success of the pilot and where appropriate, findings and recommendations will be used to inform all stages of the impact evaluation.
Impact evaluation
While the process evaluation will assess the day to day running of the project and implementation of developed data products, the impact evaluation will assess how far these 'inputs' have gone in improving the government's understanding of counter-disinformation and therefore its operational ability to respond to threats.

#### Key stakeholders

As this project is aimed at improving and facilitating cross-Government working, it is important that key stakeholders will be regularly consulted and their feedback integrated into monitoring and evaluation processes. As identified above, there are three key groups of internal stakeholders:

Monitoring (process evaluation) will focus on engaging the first of these groups, given their role in delivery, whereas impact evaluation will collate views from Groups 1 and 2, bringing in feedback from the final group where and if applicable.



### 6.6 Data Management

Quantitative and qualitative data relevant to the process and impact evaluations will be shared with HM Treasury and other Government departments.

Data from the process evaluation is likely to include:

- key financials of the project
- performance metrics related to the developed data products
- qualitative feedback from key stakeholders (e.g. surveys or roundtable discussions)

For the process evaluation, regular reports (including supporting evidence and data) will be shared with HMT.



For the impact evaluation, the results (including supporting evidence and data) from the audits will be shared with HMT.

Data shared will adhere to the Technology Code of Practice, Service Manual and Service Standard.

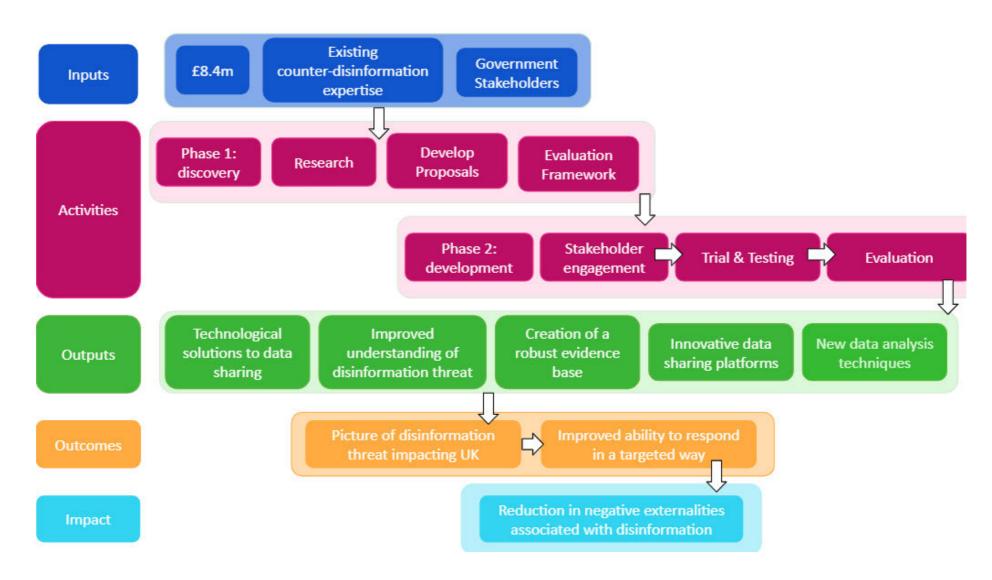
# 6.7 Public Sector Equality Duty assessment

We have given due consideration to an Equalities Impact Assessment when writing this business case. We do not anticipate any impacts on people from protected characteristic groups or from different income groups as the proposed project will not result in any initial public interventions. However, people from protected characteristic groups (such as race or religion) may be more likely to be the target of disinformation campaigns, and therefore be subject to physical, emotional or psychological harm as a result. By improving our ability to monitor for these campaigns, we will be able to better mitigate against them, limiting their spread and impact. Measuring the impact of disinformation campaigns on people with protected characteristics is incorporated in our evaluation process.

### 6.8 Family Test assessment

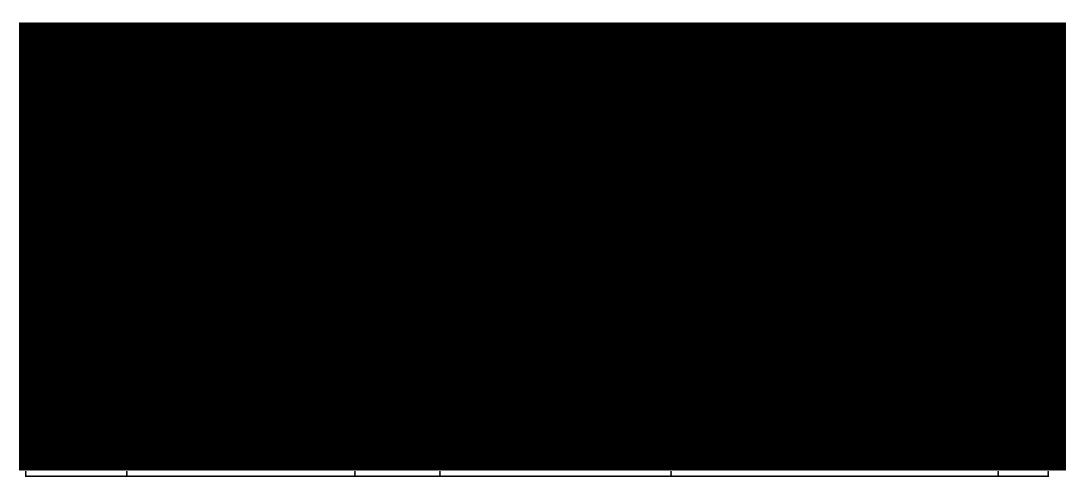
We have given due consideration to the Family Test Questions and considered those aspects of family life and relationships that this project could impact on. We deem there to be no specific impact on strong and stable families, or the relationships at the heart of family life through the work of this project. Therefore, in our view, this project is unlikely to impact families, and The Family Test assessment is therefore not applicable in this instance.

# **Annex A - Theory of Change Model**

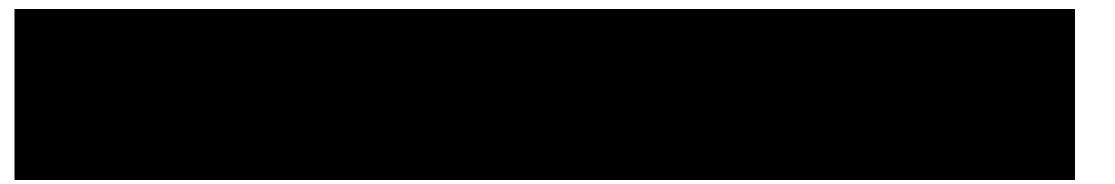


# Annex B - Risk Register

The following table summarises the risk factors identified in the <u>full project risk register</u> and considered relevant to the business plan for the delivery of the Counter Disinformation Data Platform project. In all cases the probability of the risk, its impact and mitigation measures are stated, and an overall RAG rating has been assigned.







# Annex C - Impact of mis and disinformation

**Evidence on the realised cost of mis/disinformation is limited.** It is often difficult to establish a causal link between exposure online to real world impacts and in addition, many of the impacts manifest in difficult to monetise areas such as democracy and trust.

## **Non-monetised impacts**

We have identified but not fully monetised the following societal impacts:

**Health impacts**: health misinformation leads to individuals avoiding or delaying medical interventions, e.g. vaccinations, and in some cases risking their lives based on fake cures. Following Elon Musk's and then-President Donald Trump's endorsement of hydroxychloroquine as a treatment for Covid-19 on Twitter, internet searches for purchasing the drug surged by 1389%<sup>45</sup>. Findings about the efficacy of this drug were inconclusive at the time it was promoted, however, it was known that when consumed unsupervised hydroxychloroquine can have dangerous health implications including death. This misinformation led to individuals purchasing and consuming chloroquine products resulting in multiple poisonings and at least one fatality<sup>46</sup>. Moreover, the off-label use of hydroxychloroquine had wider consequences causing a shortage of the drug, this put individuals that were prescribed this medication, to treat conditions such as lupus, at risk<sup>47</sup>.

**Impacts on democratic institutions**: Attempts to interfere in our democratic processes of the kind we saw in advance of the 2019 General Election have the potential not only to impact the outcome of our democratic events, but also to lead to questions about their validity, resulting in decreasing trust in government and democratic institutions. The British Social Attitudes Survey<sup>48</sup> found that only 15% of respondents trust the government either 'most of the time' or 'just about always' - the lowest level in more than 40 years. Another clear example of the impact of misinformation on trust in democratic institutions, is the recent US election with 70% of republican voters not believing the election was 'free and fair'. While this lack of trust may not entirely be due to misinformation, between election day and the inauguration of President Biden, one organisation<sup>49</sup> identified 166 websites spreading misinformation about voting, ballot counting, and the results.

<sup>&</sup>lt;sup>45</sup> Man Fat<u>ally Poisons Himself While Self-Medicating for Coronavirus, Doctor Says</u> - NYT 2020

<sup>46</sup> Man Dead From Taking Chloroquine Product After Trump Touts Drug For Coronavirus - Forbes 2020

<sup>&</sup>lt;sup>47</sup> COVID-19 Global Rheumatology Alliance discourages off-label use of hydroxychloroquine - Healio 2020

<sup>&</sup>lt;sup>48</sup> Fairness and justice in Britain

<sup>&</sup>lt;sup>49</sup> 2020 Election Misinformation Tracking Center

**Impacts on trust in media**: trust in media is decreasing, in part due to disinformation and the difficulty in assessing the validity of online news.

**Market impacts**: misinformation has led to large scale falls in the value of the stock market. One well-known example includes a fall of 38 points in the S&P 500 based on false information relating to the US-Russia election inquiry<sup>50</sup>.

**Wasted advertising revenue**: well-known brands are finding that a large part of their advertising spend is going to disinformation sites, including extremist websites. This spend can damage advertisers' brands and make spreading disinformation a profitable activity.

**Counter-disinformation costs**: businesses like Facebook are spending large amounts of money annually on their safety systems, which includes countering disinformation - one estimate puts this spend at over £2.3bn<sup>51</sup>. Governments around the world are also incurring costs to counter disinformation, e.g. Australia's Electoral Integrity Task Force created to counter cyber-attacks including disinformation campaigns.

## **Monetised impacts**

- One study estimates that a range of political actors may spend up to £300m on promoting "fake news", equivalent to 2% of all spend on pre-election campaigning <sup>52</sup>
- Disinformation sources related to Russia paid £110k to Facebook for political ads between 2015 and 2017<sup>53</sup>
- One study estimates that the direct impact of online mask misinformation on the NHS was £22.1 m with potential indirect impacts of £3.6bn<sup>54</sup>
- Using Public Health England data on laboratory confirmed cases of MMR in 2019, we estimate the cost of vaccine-preventable MMR cases could be between £1.1m - £6.3m per year.<sup>55</sup>
- Based on telecom data, we estimate that 223 cases of arson/sabotage against telecoms infrastructure resulted in a total cost of £2.8m.<sup>56</sup>
- Market impacts: Based on analysis of past cases involving fake news inflicting damage on global stock markets, one study estimates a potential loss of up to 0.05% of stock market value is at risk due to fake news. This amounts in the UK to a £1.7bn annual loss as a direct result of fake news.<sup>57</sup>
- The Global Disinformation Index estimates that globally at least £179m is spent

<sup>&</sup>lt;sup>50</sup> The Economic Cost of Bad Actors on the Internet - Fake News - 2019

<sup>&</sup>lt;sup>51</sup> The Economic Cost of Bad Actors on the Internet - Fake News - 2019

<sup>&</sup>lt;sup>52</sup> The Economic Cost of Bad Actors on the Internet - Fake News - 2019

<sup>&</sup>lt;sup>53</sup> Thousands of Facebook Ads Tied to Bogus Russian Accounts - Wired

 $<sup>^{54}</sup>$  The Cost of Lies: Assessing the human and financial impact of COVID-19 related online misinformation on the UK - London Economics - 2020

<sup>&</sup>lt;sup>55</sup> DCMS analysis from multiple sources

<sup>&</sup>lt;sup>56</sup> DCMS analysis from multiple sources

<sup>&</sup>lt;sup>57</sup> The Economic Cost of Bad Actors on the Internet - Fake News - 2019

annually from advertisements running on extremist and disinformation websites

– this equates to an annual cost of approximately £11m in the UK alone.

 One study puts a conservative estimate of the annual global economic impact of fake news at £59bn.<sup>58</sup>

**Mask misinformation**: by testing the impact of online misinformation on mask wearing through surveys, the effectiveness of masks on the spread of Covid-19, and the resulting increase in cases, hospitalisation and deaths - London Economics<sup>59</sup> estimates that **the direct impact of online mask misinformation on the NHS was £22.1 million** (up to Q4 2020). This report estimated that online mask misinformation could have resulted in indirect costs of £3.6bn over the same time-period. This figure was calculated by estimating the required increased stringency of government measures to account for increased cases, hospitalisations, and deaths. These results rely on modelled estimates and should therefore be treated with caution; however, they do illustrate the potentially significant cost of specific misinformation events.

**5G conspiracy theories**: this has resulted in a surge in criminal damage of telecoms masts and abusive behaviour towards staff. Data provided by the main telecom providers indicates 130 incidents of arson/sabotage in 2020 (data up to July 31st). Assuming that the rate of incidents continued through 2020, there were approximately 223 cases of arson/sabotage against telecoms infrastructure. Using shadow prices from the Home Office's Cost of Crime report, we are able to estimate a total monetised cost for this event. The unit cost of commercial arson is £12,391<sup>60</sup> **giving a total cost of £2.8 million.** 

**Vaccine preventable measles, mumps and rubella (MMR)**: Between 2014 and 2018<sup>61</sup>, vaccination rates<sup>62</sup> for MMR have fallen from 93.4% to 90.4%<sup>63</sup>. The WHO sets a target of 95% coverage, below which countries are unable to guarantee herd immunity and risk MMR outbreaks. Over the same time-period, confirmed cases of measles in England have risen from 102 in 2014 to 968 in 2018<sup>64</sup>. Mumps and rubella show less of a consistent rise with mumps falling between 2014 and 2016 but rising again to the highest in a decade in 2019 with 5,718 confirmed cases - rubella has remained stable with around 3 cases per year. Changes in MMR vaccination rates (and their corresponding impact on outbreaks) are complex and are affected by a number of factors; however, the WHO<sup>65</sup>, the House of

<sup>&</sup>lt;sup>58</sup> The Economic Cost of Bad Actors on the Internet - Fake News - 2019

<sup>&</sup>lt;sup>59</sup> <u>The Cost of Lies</u>: Assessing the human and financial impact of COVID-19 related online misinformation on the UK - London Economics - 2020

<sup>&</sup>lt;sup>60</sup> Uplifted to 2020 prices using Bank of England inflation data.

<sup>&</sup>lt;sup>61</sup> Financial years

<sup>&</sup>lt;sup>62</sup> This refers to the percentage of children vaccinated in England and Wales by their first or second birthday.

<sup>63</sup> The Real-World Effects of 'Fake News' - 2020

<sup>&</sup>lt;sup>64</sup> Vaccination coverage for children and mothers - Nuffield Trust - 2021

<sup>&</sup>lt;sup>65</sup> Measles cases spike globally due to gaps in vaccination coverage - WHO - 2018

Lords<sup>66</sup>, and Unicef<sup>67</sup> all identify misinformation as an important driver. One study estimates that when controlling for confounding factors, misinformation could explain over half of the recent fall in vaccination rates<sup>68</sup>.

Using Public Health England data on laboratory confirmed cases of MMR in 2019<sup>69</sup>, the number of vaccine-preventable cases can be estimated. The total number of unvaccinated MMR cases<sup>70</sup> in 2019 was 3,161. For the unit cost of an MMR case we have two estimates the first, an average UK-specific cost<sup>71</sup> which includes treatment costs and missed school days of £346<sup>72</sup> per confirmed case<sup>73</sup>. The second, comes from estimating the cost of a specific outbreak of measles in 2012-13 in Merseyside. This includes NHS treatment costs, public health costs, and societal productivity losses and totals £1,995.<sup>74</sup> Taking 2019 as an example year, and using the two unit cost estimates as a range, **the cost of vaccine-preventable MMR cases could be between £1.1m - £6.3m**.

<sup>&</sup>lt;sup>66</sup> Falling Vaccination Rates: The Case of the MMR Jab - 2020

<sup>67</sup> Measles explained: What's behind the recent outbreaks? - UNICEF - 2019

<sup>&</sup>lt;sup>68</sup> The Real-World Effects of 'Fake News' - 2020

<sup>&</sup>lt;sup>69</sup> Measles, mumps and rubella: lab-confirmed cases in England 2019 - PHE - updated 2020

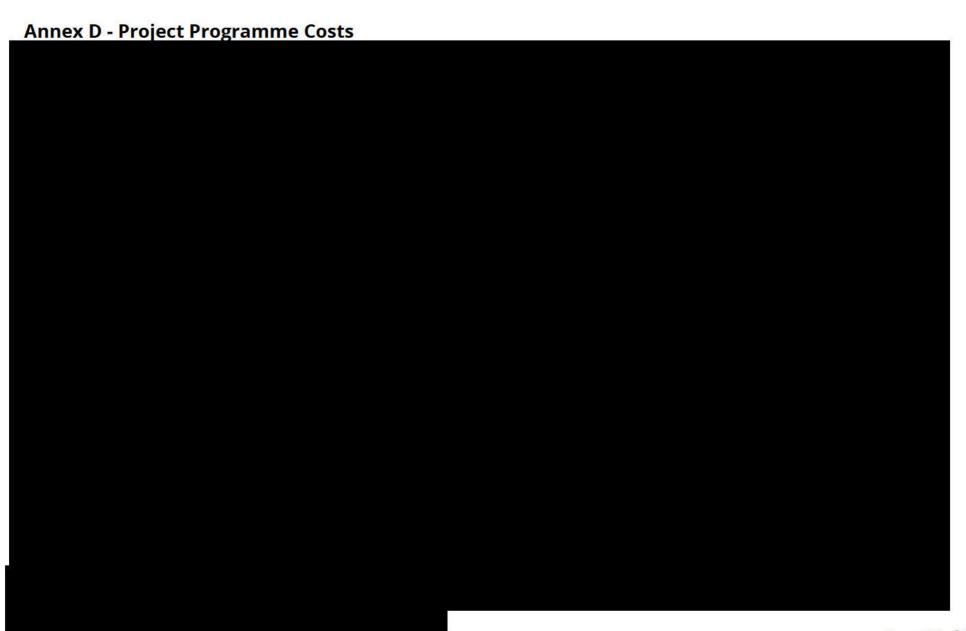
<sup>&</sup>lt;sup>70</sup> By including only unvaccinated cases, we are likely to underestimate the number of preventable cases as MMR relies on a two dose system and this approach does not reflect cases which had only had one vaccine or through vaccine hesitancy, had left vaccination late.

<sup>&</sup>lt;sup>71</sup> The average cost of measles cases and adverse events following vaccination in industrialised countries - Carabin et al. 2002

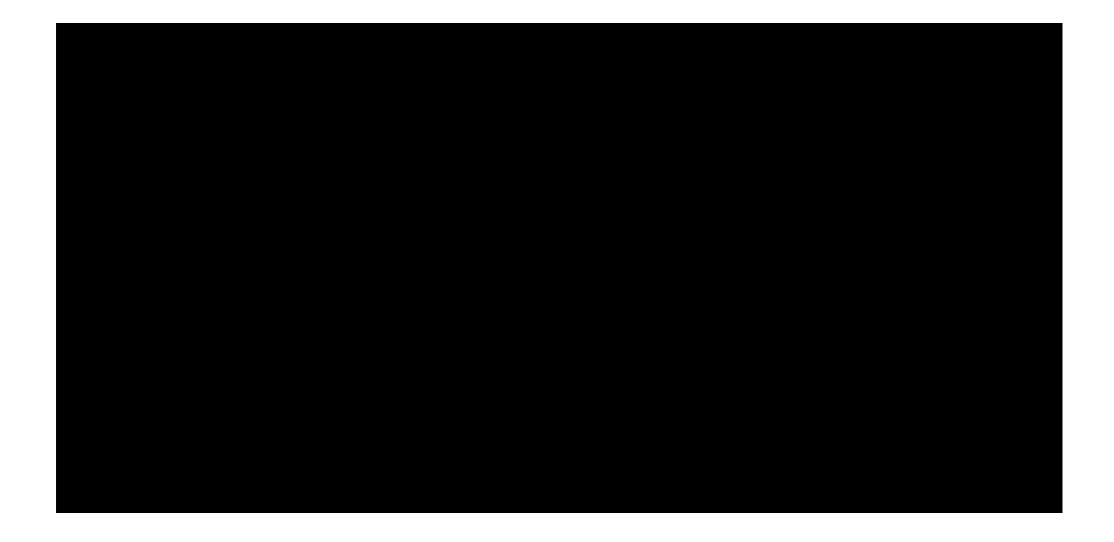
<sup>&</sup>lt;sup>72</sup> Figures have been adjusted for inflation and converted to GBP.

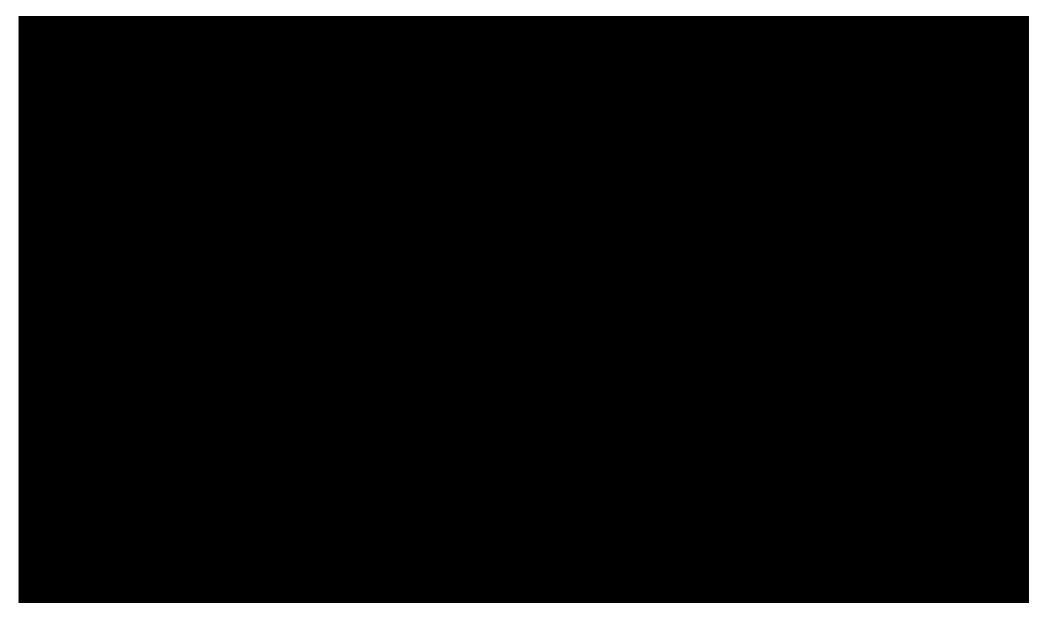
<sup>&</sup>lt;sup>73</sup> In the absence of mumps specific figures, we use the average cost of a measles case for all MMR confirmed cases - suggested NHS treatment is similar for both.

<sup>&</sup>lt;sup>74</sup> The total cost of the outbreak is estimated to be £4.9m for an outbreak of 2,458 reported cases of measles. Additional <u>analysis</u> from US outbreaks of measles is similarly in the low millions and therefore, we think this is a reasonable assessment of the upper bound cost.

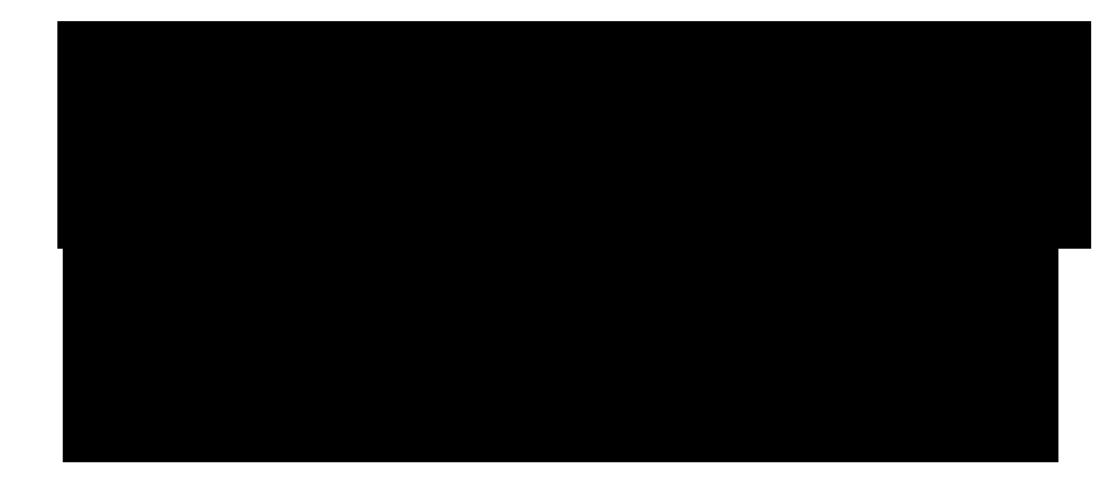






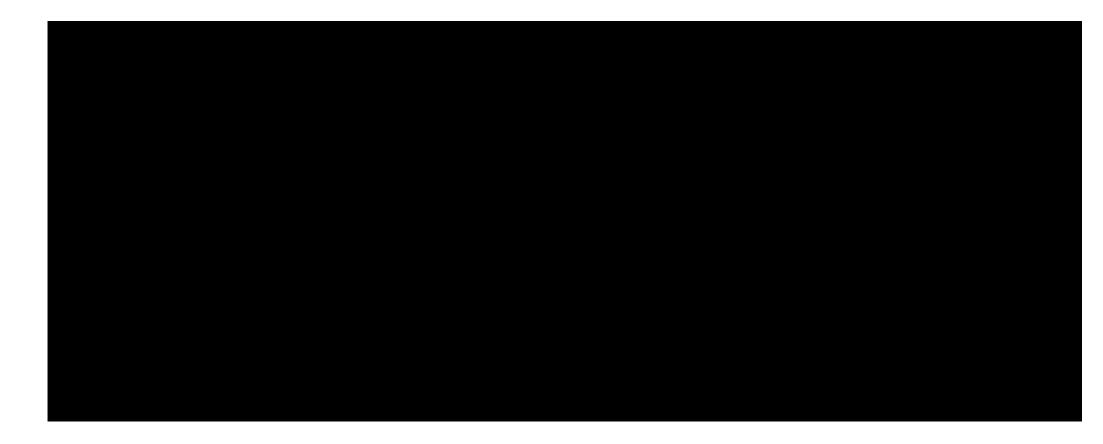


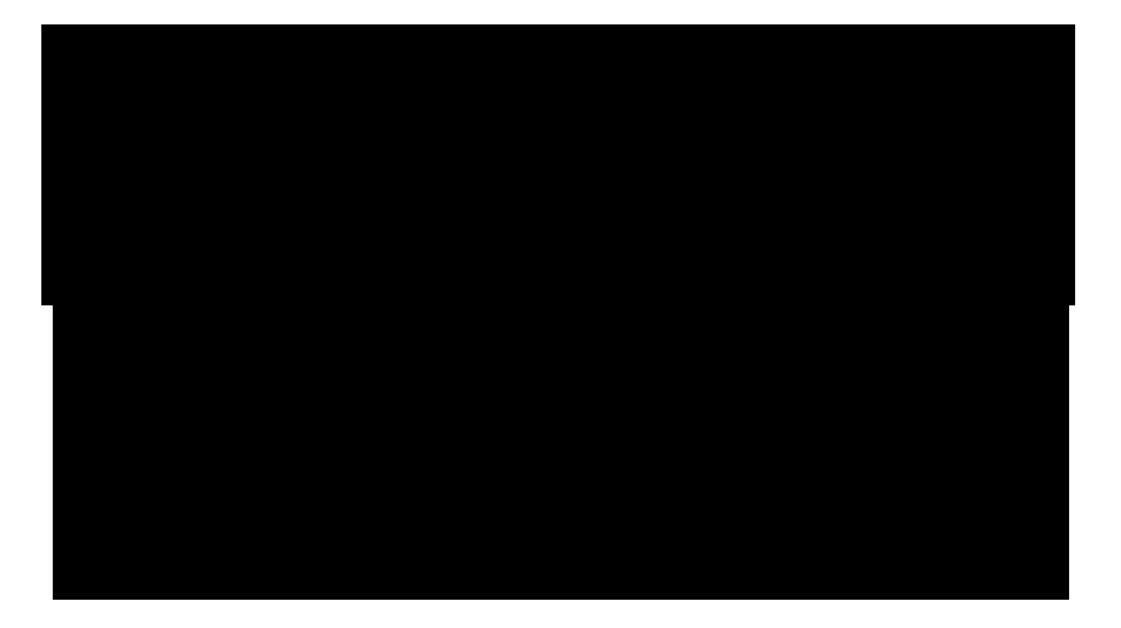












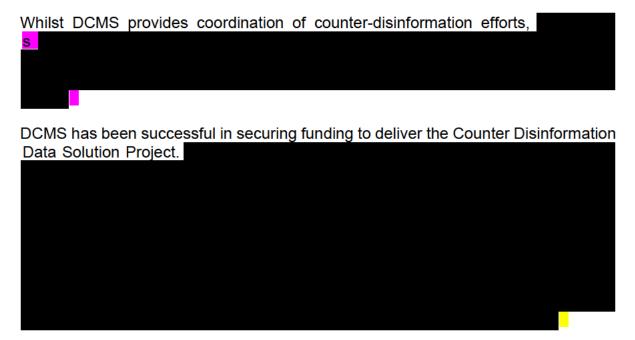
# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

#### 1. INTRODUCTION

## Background

Disinformation is a challenging and multifaceted issue which requires a number of areas of cross-government expertise and, as a result, monitoring, analysis and policy functions are spread across a number of government departments and agencies. The Department for Digital, Culture, Media and Sport (DCMS) ('the Department') leads on the policy and operational response to disinformation, coordinating and bringing together cross government expertise and structures and working with a range of partners, including social media platforms, academia and civil society, to produce the most comprehensive picture of disinformation and misinformation possible.



DCMS is currently in the process of appointing an external Digital Project Management team, who will be responsible for delivering the Counter Disinformation Data Solution project. Their role will be to work with an internal project team of three to design, develop and deliver the digital solution.

To achieve this, the Digital Project Management team will lead a Discovery phase (approx 3 months to February 2022), exploring and testing innovative ways of DCMS Contract ref: 102384

Framework Ref: RM6187 Project Version: v1.0 Model Version: v3.0

1

Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

addressing barriers, understanding users' needs and working through a range of questions which will need to be answered to ensure the feasibility of the project. The team will then manage the subsequent project development and technical build (delivered by a separately contracted team) in a Delivery phase (lasting approx 12-14 months to March 2023) informing the design of the solution.

Suppliers will work alongside an internal DCMS project management team, who's responsibilities will include administering contracts, providing secretariat for project delivery meetings and governance and leading cross Government engagement. Other relevant government departments will also be providing support and input on the project.

#### 2. REQUIREMENT

- 2.1 We are seeking to appoint an expert independent evaluation supplier ("the evaluator") to deliver the evaluation and monitoring programme alongside the lifecycle of the project (December 2021 March 2023). We anticipate that the evaluator will provide both regular reporting and reporting around key milestones, which will both be established as the project is scoped.
- 2.2 The evaluator will provide strong independent monitoring and evaluation services and will oversee the end-to-end delivery of the Counter Disinformation Data Solution project to ensure it is delivering best value, positive outcomes and improving overall ways of working across Government and industry.
- 2.3 We anticipate that the evaluator role will need to cover at least three specialisms including: evaluation of process, coordination, structure, value for money etc; evaluation of the effectiveness of the project in correctly and innovatively identifying mis/dis trends; assessment of digital best practice; and evaluation of current ways of working and practices in government disinformation teams.
- 2.4 We anticipate that the role of the evaluator will include:

## 1. Providing monitoring for project

Monitoring of progress in the project will be embedded from the start, conducted at regular intervals and help to inform the evaluation processes and build into the delivery of the project a process of self-reflection and evaluation to determine if we are achieving our goals. This will involve analysing data from key stakeholders to capture whether milestones and objectives have been met, and ensure regular feedback on project progress is gathered This will capture whether individual milestones have been met, identify potential risks to the project, and ensure regular feedback from customers and teams on the effectiveness of individual steps.

1

## 2. Sharing learning in an accessible way

DCMS Contract ref: 102384 Framework Ref: RM6187 Project Version: v1.0 Robust evaluation of activities that test innovative ways of working across the public sector is a key strand of the pilot projects funded through the Shared Outcomes Fund, so that the outcomes of the projects inform future policy development and programmes. The independent evaluator will compile a final report which will explore the impact of the innovative ways of working adopted for this project and whether the project has met its key aims. Given the cross-government nature of the project, reporting will be in a format that is translatable to other government projects and will communicate findings to Senior Civil Servants from across Whitehall.

It is our intention for others to learn from the successes and failures of the project and therefore the report will provide an honest appraisal of the approach taken analysing what value this approach added to the project, whether it fulfilled the expected needs and, where appropriate, areas for improvement. The report would, where appropriate, give recommendations for supporting the solution delivered by the project on a long-term basis.

Given the potential for light-touch A/B testing as part of the technological solution, we are also interested to hear potentials for experimental evaluation designs as a part of this tender. If a causal impact evaluation is not possible, recommendations on the feasibility of an experimental or quasi-experimental evaluation of the project should be included in the final report.

- 3. Ensuring best practice project delivery processes are followed Given the sensitive nature of disinformation projects and the data they potentially ingest, process, and store, we need independent, expert evaluation to help ensure that the project is maintaining its commitment to following best practice guidelines for digital development and openness, and to build in any new and innovative industry best practice if that is not already being followed.
- 2.5 In addition, an audit will be conducted at the beginning of the project. This will seek to:
  - Build a picture of existing ways of working between core departmental teams, which includes the Department for Digital, Culture, Media and Sport;

    and the Cabinet Office.

    and
  - Establish KPIs to inform the project's process evaluation.

DCMS Contract ref: 102384 Framework Ref: RM6187 Project Version: v1.0 Model Version: v3.0 Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
Crown Copyright 2018

- 2.6 The specific objectives for the project evaluation are below. These questions will form the basis of the framework to be agreed with the evaluation, which will in turn inform the data collection process across both the process evaluation and impact evaluation strands which are outlined in greater detail in the business case.
  - Did we deliver the work we were funded to deliver through the Shared Outcomes Fund?
  - Did we achieve the aims we were funded to through the Shared Outcomes Fund?
  - If A/B testing is implemented, can we gauge the causal impact of this Shared Outcomes Fund on the intended aims/outcomes?
  - What are the key benefits delivered by the project to our stakeholders?
  - What are the lessons learnt and how can these be used to plan for the future?

#### 3.0 TIMETABLE

Milestone timings for activities to be undertaken in each project phase are as follows. To note, these are subject to change on the basis of the scoping activity to be carried out by the provider in the discovery phase.

Phase / activity	Provisional Dates				
Procurement October - December 2021					
Procurement of Provider to market	November 2021				
Contract begins, kick-off meeting	December 2021				
Phase 1 (Discovery) November - February 2021					
Phase kick-off	November 2021				
Scoping of project, baselining	December 2021				
Process evaluation report	December/January 2021				
Phase 1 end, including feasibility report to HMT	February 2022				
Phase 2 decision from HMT	(provisional) March 2022				
Phase 2 (Development) March 2022 - March 2023					
Phase kick off	March 2022				
Process evaluation report	May 2022				
Interim evaluation gateway	August 2022				
Bimonthly process evaluation reporting	July 2022-December 2022				
Final evaluation gateway	February 2023				
Phase end	March 2023				

DCMS Contract ref: 102384 Framework Ref: RM6187 Project Version: v1.0 Model Version: v3.0 Call-Off Schedule 20 (Call-Off Specification)
Call-Off Ref:
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The duration of the Evaluation and Monitoring services required is anticipated to last until the end of the project (currently set as March 2023) but could be extendable in line with any extension to the project duration. Due to conditions on spend, the Discovery phase of the project must be completed by February 2022 and the solution must be in place by March 2023. The customer reserves the right to review the Evaluation and Monitoring services required from time to time, including in accordance with any changes in the capacity of DMCS to provide further support and any required Government approvals.

Note that following the Discovery phase the project team will collaborate with the internal project management team to submit a review detailing the feasibility of the project, and providing assurances that the proposed approach is viable. Funding for subsequent phases of the work will be dependent on an assessment of this review and approval by HM Treasury officials.

#### 4. CONTRACT MANAGEMENT

## Responsibilities of the Department

4.1 DCMS will maintain a good relationship with the successful suppliers by working collaboratively and openly with them. Upon confirmation of the evaluator the project team will host an introductory meeting which will outline further practical details of the service and details of points of contact.

## Responsibilities of the Supplier

4.2 It is planned that there will be regular contract management meetings to provide feedback in order to fine tune the service to DCMS requirements. This will help to ensure that the service delivered is per DCMS requirement and within timescales agreed. Any issues or potential breaches of contract will be escalated immediately. The supplier will be expected to outline escalation procedures as part of their response.

#### 5. LOCATION AND SECURITY CLEARANCES

5.1 Due to COVID-19 restrictions, we expect the supplier will conduct a majority of their work remotely however, as restrictions ease there may be a requirement for entry to the London Office (100 Parliament Street, London, SW1A 2BQ) for face to face meetings and may also be required to co-locate for delivery of some tasks, in particular during intense periods of work.

5.2

DCMS Contract ref: 102384 Framework Ref: RM6187 Project Version: v1.0 Model Version: v3.0



# **Call-Off Schedule 5 (Pricing Details)**

## **Table A: Provision of Services**

Activity / Milestone Description	Price (excluding VAT):
Phase 1	£108,400
Phase II	£547,600
Total Fixed Tender Price (total of the above)	£656,000

Table B: Breakdown of Table A

Table C: Rate card for any additional services

Day rates shall be fixed for the period of the contract, include expenses and shall provide a baseline for any contract variations or extensions.

Phase 1 and Phase 2 pricing shall be a Fixed Price for delivering the full scope of work, including all fees, costs and expenses. This shall include incorporating comments and feedback from the Department and its stakeholders into the deliverables, where appropriate.

All pricing shall be exclusive of VAT.

Payment will be in arrears, on completion of all relevant deliverables to the satisfaction of DCMS

DCMS ref 102384 Framework Ref: RM6187 Project Version: v1.0 Model Version: v3.1

# **Crown Commercial Service**

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Call-Off Order Form for RM6187 Management Consultancy Framework Three (MCF3)

# Framework Schedule 6 (Order Form and Call-Off Schedules)

## **Order Form**

Call-off reference: 102384 - Evaluation and Monitoring Services to

support the Counter Disinformation Data Platform Project

The buyer: Department for Digital, Culture, Media and Sport

Buyer address: 100 Parliament Street, London, SW1A 2BQ

The supplier: Supplier address:

Registration number:

DUNS number: Sid4gov id:

N/A

## **Applicable framework contract**

This Order Form is for the provision of the Call-Off Deliverables and dated

## 14th January 2022

It is issued under the Framework Contract with the reference number RM6187 for the provision of management consultancy services.

#### Call-off lot:

Lot 2, Strategy & Policy

## Call-off incorporated terms

The following documents are incorporated into this Call-Off Contract.

Where schedules are missing, those schedules are not part of the agreement and can not be used. If the documents conflict, the following order of precedence applies:

- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2. Joint Schedule 1(Definitions and Interpretation) RM6187
- 3. The following Schedules in equal order of precedence:

## Joint Schedules for RM6187 Management Consultancy Framework Three

- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 6 (Key Subcontractors)
- Joint Schedule 9 (Minimum Standards of Reliability)
- Joint Schedule 11 (Processing Data)

#### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 7 (Key Supplier Staff)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)

- Call-Off Schedule 10 (Exit Management)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.10)
- 5. Joint Schedule 5 (Corporate Social Responsibility)
- 6. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

Supplier terms are not part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

## Call-off special terms

The following Special Terms are incorporated into this Call-Off Contract: None

Call-off start date: 20<sup>th</sup> December 2022

Call-off expiry date: 31<sup>st</sup> March 2023 (end of Phase 2)

Call-off initial period: 3 months

The Buyer reserves the right to extend the contract at the end of Phase 1 for delivery of Phase 2:

See details in Call-Off Schedule 20 (Call-Off Specification)

## **Maximum liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first contract year are:

£656,000

#### Call-off charges

See details in Call-Off Schedule 5 (Pricing Details)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the

## Supplier because of:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

## Reimbursable expenses

Recoverable as stated in Framework Schedule 3 (Framework Prices) paragraph 4.

## Payment method

Payment will be made by BACS upon receipt of a valid invoices, quoting the relevant Purchase Order number.

All invoices must be sent to:

Invoices must be compliant and include a valid Contract reference number and PO Number, and the details (name and telephone number) of your Supplier Contract Manager. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact

## Buyer's invoice address

Department for Digital, Culture, Media and Sport

100 Parliament Street London SW1A 2BQ

Buyer's authorised representative

**Buyer's security policy** 

Not used

Supplier's authorised representative

Supplier's contract manager

## **Progress report frequency**

See details in Call-Off Schedule 20 (Call-Off Specification)

## **Progress meeting frequency**

See details in Call-Off Schedule 20 (Call-Off Specification)

**Key staff** 



**Key subcontractor(s)** 

Not applicable

## **Commercially sensitive information**

Call-Off Schedule 4 (Call-Off Tender)

#### Service credits

Not applicable

## **Additional insurances**

Not applicable

#### Guarantee

Not applicable

## Buyer's environmental and social value policy

Not used

#### Social value commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

## Formation of call off contract

By signing and returning this Call-Off Order Form the Supplier agrees to enter a Call-Off Contract with the Buyer to provide the Services in accordance with the Call-Off Order Form and the Call-Off Terms.

The Parties hereby acknowledge and agree that they have read the Call-Off Order Form and the Call-Off Terms and by signing below agree to be bound by this Call-Off Contract.

For and on behalf of the Supplier:

Signature:
Name:
Role:
Date:
For and on behalf of the Buyer:
Signature:
Signature: Name:
Name:



#### CALL-OFF CONTRACT VARIATION FORM

CALL-OFF CONTRACT TITLE: Counter Disinformation Data Project - Technical Project Management Team

CALL-OFF CONTRACT REF NUMBER: 102548

**VARIATION NUMBER: 2** 

DATE: 16/08/23

BETWEEN:

The Secretary of State for the Department for Science Innovation and Technology (hereinafter called "the Buyer") and Faculty Science Ltd (hereinafter called the "Supplier")

1. The Call-Off Contract is varied as follows:

#### Details of Variation:

- A. The Call-Off Contract Term shall be extended by a period of 12 months and accordingly the Call-Off Expiry Date shall be 31 March 2024;
- B. The Services shall be adjusted to the extent that the Supplier shall undertake the activities, functions and responsibilities more particularly described in Appendix A (Additional Services);
- C. Delivery of the services described in paragraph B shall be chargeable on a capped time and materials (CTM) basis and subject to a maximum charging cap of £510,000, as more particularly described below ("Capped Fee"); relevant charges shall be payable monthly in arrears,
  - Phase 3 costs are estimated at £255,000
  - Phase 4 costs are estimated at £255,000
- D. Charges pursuant to Paragraph C shall be calculated in accordance with the schedule of rates set out in the Call-Off Order Form
- E. (i) Appendix C sets out a conformed position with regards to ownership and licensing of the Retained Licensed IPRs (as defined in Appendix C) in and relating to the Counter Disinformation Data Platform which has been built and maintained by the Supplier pursuant to two contracts:
- G Cloud 12 call off contract between the parties effective from 11 April 2022 ("G Cloud Call Off"); and

- this Call-Off Contract.
- (ii) The position set out in Appendix C shall apply to all activities performed during the term of G Cloud Call Off and this Call-Off Contract (retrospectively and for future activities).
- (iii) This Variation also amends the G Cloud Call Off where specified, and if there is any conflict between the existing terms of the G Cloud Call Off and this Variation in respect of the subject matter of this Variation as it applies to the G Cloud Call Off, then the terms of this Variation shall prevail.

Variation effective from: 17 March 2023

Value of Variation: Up to a maximum value of £510,000 excluding VAT (the Capped Fee)

Revised Total Contract Value (if applicable): £2,373,873

Revised Contract expiry date (if applicable): 31 March 2024

- 2. Words and expressions in this Variation shall have the meaning given to them in the Call-Off Contract.
- 3. The Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:	
For: The Buyer	For: The Supplier
Signature:	Signature:
Full Name:	Full Name:
Title:	Title:
Date:	Date:

### **Appendix A: Additional Services**

- 1) The Supplier shall deliver two phases of activity as more particularly described in paragraphs 5 and 6 and in accordance with the Call-Off Order.
- 2) The specific activities to be undertaken by the Supplier during each phase shall be as defined and directed by the Buyer in weekly prioritisation meetings; during such meetings the Supplier shall also alert the Buyer to any emerging critical risks or issues regarding Counter Disinformation Data Platform (CDDP) maintenance.
- 3) The Supplier acknowledges that activity associated with achievement of the service levels set out in Appendix B (Service Level Agreement) shall be prioritised above other tasks unless expressly directed by the Buyer.
- 4) If the Buyer does not define particular activities to be delivered by the Supplier during a weekly prioritisation meeting the Supplier shall, until otherwise directed, prioritise the resolution of any emerging issues in respect of access to and operation of CDDP, in accordance with the Service Level Agreement.



6) During the course of Phase 4 the Supplier shall:





- 7) Phase 3 is expected to run from April September 2023. Phase 4 is expected to run from September 2023 March 2024. If the Buyer requires these outline timelines to change, it will endeavour to give the supplier reasonable notice of these changes.
- 8) The Supplier's ability to recover costs from the Buyer (via Charges) for carrying out exit and transition activities shall be subject to the following conditions:
  - a) the Capped Fee cannot be exceeded;
  - b) the Supplier shall comply with the Scope Review process set out in paragraph 9) below; and
  - c) the Supplier shall comply with the costs transparency requirements set out in paragraph 10) below.



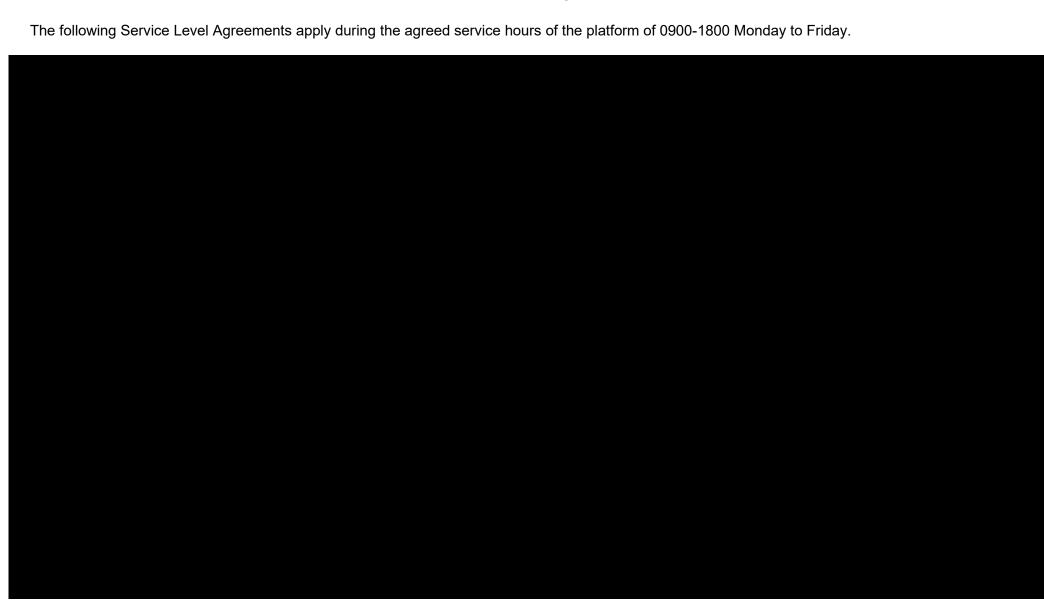
10) For all costs for exit and transition activities which the Supplier wishes to recover via the Charges, the Supplier shall follow the Scope Reviews process set out in paragraph 9) above and shall provide the following transparency for all costs (estimates and actual sums):

- a) the Supplier shall provide details of the proposed costs for the relevant exit and transition activities which it seeks to recover via charges to the Buyer ensuring the aggregate Charges are within the Capped Fee;
- b) the Supplier shall provide details which demonstrate:
  - i. the costs are reasonable; and
  - ii. how the Supplier has mitigated, and will continue to mitigate, those costs including that in accordance with Schedule 10 paragraph 6 it has used and will use all reasonable endeavours to reallocate resources to provide such assistance without additional costs to the Buyer;
- c) the Buyer shall consider the submitted costs proposals in relation to the exit and transition activities, and shall not unreasonably withhold its consent to the proposed costs (or may adjust the scope and timeframes for delivery of exit and transition activities via the Scope Reviews process); and
- d) if the Supplier does not agree with the decision of the Buyer to reject a costs proposal for any exit and transition activities, it shall comply with its obligations to provide the relevant activities but may raise a Dispute under the Dispute Resolution Procedure.

11)The	work	described	in th	is Appe	ndix A	will	require	the	deployme	nt o	f two
supp	olier ro	les, in add	ition to	the role	es curr	ently	defined	in th	e supplier	rate	card:
	Day	, Oc Engin	oor.								

aj	Dev Os Engineer.	
b)	Full stack / Dev Ops Engineer:	

# Appendix B: Service Level Agreement









## Appendix C

- 1. The parties agree to vary the ownership and licensing arrangements in this Call-Off Contract to align with the G Cloud Call Off such that New IPRs and Specially Written Software (i) shall be owned by the Supplier; (ii) shall not be assigned to the Buyer; and (iii) shall be licensed by the Supplier to the Buyer subject to the terms of the perpetual licence granted by the Supplier to the Buyer in clause 11.2 of the G Cloud Call-Off. For the avoidance of doubt, ownership and licensing of Project Specific IPRs as described in the G Cloud Call Off shall not change.
- 2. The parties agree that rights to use the Retained Licensed IPRs as set out in clause 11.2 of the G Cloud Call-Off shall include the right for the Buyer to authorise third parties to use the Retained Licensed IPRs for the Permitted Purposes, subject to the terms of this Appendix C.
- 3. "Retained Licensed IPRs" shall mean collectively:
  - a. the Project Specific IPRs under the G Cloud Call Off;
  - b. the New IPRs and Specially Written Software under this Call-Off Contract; and
  - c. all Software, Background IPRs and documentation embedded within, or otherwise incidentally required to use and enjoy the benefit of the Project Specific IPRs, New IPRs and/or Specially Written Software (but excluding for the avoidance of doubt any commercial off the shelf software in common use within the Buyer's estate, or otherwise listed in the project specifications as a dependency for receipt of the Services).
- 4. "Permitted Purposes" means third parties shall be able to use, adapt and modify the Retained Licensed IPRs solely for the purpose of delivering services to the Buyer, in accordance with the provisions of Schedule 6 (IPRs) and Schedule 10 (Exit) of this Call-Off Contract, which shall include for maintenance, hosting and development, but third parties shall not be permitted to:

- a. use the Retained Licensed IPRs for their own commercial benefit other than providing services to the Buyer (including not to license, sell, rent, lease, transfer, assign, distribute, display or disclose the Retained Licensed IPRs);
- b. access all or any part of the Retained Licensed IPRs with the purpose of building a product or service which the third party intends to commercially exploit for itself to compete with the Retained Licensed IPRs;
- c. except to the extent that any such activities are necessary to perform in order to provide services to the Buyer:
  - i. attempt to copy, modify, duplicate, create derivative works from, download, or distribute all or any part of the Retained Licensed IPRs;
  - ii. attempt to de-compile, reverse compile, disassemble, or reverse engineer the Retained Licensed IPRs.
- 5. The third parties referred to in this Appendix C shall not be required to enter into a direct licence or any other agreement with the Supplier.
- 6. If the Supplier provides reasonable evidence to the Buyer that third parties have not complied with the Permitted Purposes when using the Retained Licensed IPRs, then the Buyer shall investigate the matter and shall use reasonable endeavours to provide appropriate assurances with respect to use of the Retained Licensed IPRs (including, if applicable, liaising with and escalating issues to the relevant third party users). Where the relevant party is using the Retained Licensed IPRs in breach of the Permitted Purpose, Buyer shall use reasonable endeavours to procure the relevant party to correct such usage. Where the relevant party's use is in continued, sustained or ongoing breach of the Permitted Purpose, Buyer shall terminate the applicable sub-license. Buyer's obligations under this paragraph 6 shall be subject to applicable public procurement rules, regulations or guidance.
- 7. The Supplier shall ensure that the Source Code for the Retained Licensed IPRs and all relevant documentation required to use, adapt and modify the Retained Licensed IPRs in accordance with the Permitted Purpose shall be available to the Buyer and third parties

acting on its behalf in an accessible repository and in a useable format.



# **Digital Outcomes and Specialists 5 (RM1043.7)**

# Framework Schedule 6 (Order Form)

Version 2

Crown Copyright 2020

# Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)

#### **Order Form**

Call-Off Reference: 102548

Call-Off Title: Counter Disinformation Data Platform Digital/Technical Project

**Management Team** 

Call-Off Contract Description: **DCMS** are seeking a supplier team to lead on an outcomebased contract to provide the necessary knowledge, skills and experience to lead a process of discovery, development and delivery for a prototype technological solution

The Buyer: Department for Digital, Culture, Media and Sport (DCMS)

Buyer Address: 100 Parliament Street, London SW1A 2BQ

The Supplier: Faculty Science Limited

Supplier Address: 54 Welbeck Street, London, W1G 9XS

Registration Number: 08873131

#### **Applicable Framework Contract**

This Order Form is for the provision of the Call-Off Deliverables and dated 10th January 2022.

It's issued under the Framework Contract with the reference number RM1043.7 for the provision of Digital Outcomes and Specialists Deliverables.

The Parties intend that this Call-Off Contract will not, except for the first Statement of Work which shall be executed at the same time that the Call-Off Contract is executed, oblige the Buyer to buy or the Supplier to supply Deliverables.

The Parties agree that when a Buyer seeks further Deliverables from the Supplier under the Call-Off Contract, the Buyer and Supplier will agree and execute a further Statement of Work (in the form of the template set out in Annex 1 to this Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules).

Upon the execution of each Statement of Work it shall become incorporated into the Buyer and Supplier's Call-Off Contract.

#### Call-Off Lot

Lot 1: Digital Outcomes

#### **Call-Off Incorporated Terms**

The following documents are incorporated into this Call-Off Contract. Where numbers are missing we are not using those schedules. If the documents conflict, the following order of precedence applies:

- 1 This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 2 Joint Schedule 1 (Definitions) RM1043.7
- 3 Framework Special Terms
- 4 The following Schedules in equal order of precedence:
  - Joint Schedules for RM1043.7
    - o Joint Schedule 2 (Variation Form)
    - o Joint Schedule 3 (Insurance Requirements)
    - o Joint Schedule 4 (Commercially Sensitive Information)
    - o Joint Schedule 10 (Rectification Plan)
    - o Joint Schedule 11 (Processing Data) RM1043.7
  - Call-Off Schedules for RM1043.7
    - o Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - o Call-Off Schedule 3 (Continuous Improvement)
    - o Call-Off Schedule 5 (Pricing Details and Expenses Policy)
    - o Call-Off Schedule 6 (Intellectual Property Rights and Additional Terms on Digital Deliverables)
    - o Call-Off Schedule 7 (Key Supplier Staff)
    - o Call-Off Schedule 9 (Security)
    - o Call-Off Schedule 10 (Exit Management)
    - o Call-Off Schedule 13 (Implementation Plan and Testing)

- o Call-Off Schedule 20 (Call-Off Specification)
- 5 CCS Core Terms (version 3.0.9)
- 6 Joint Schedule 5 (Corporate Social Responsibility) RM1043.7
- 7 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

#### **Call-Off Special Terms**

The following Special Terms are incorporated into this Call-Off Contract:

Call-Off Start Date: 24<sup>th</sup> November 2021 Call-Off Expiry Date: 31<sup>st</sup> March 2023

Call-Off Initial Period:

a) Phase 1: 26th November 2021 to 4th March 2022; and

b) **Phase 2:** It is anticipated that Phase 2 will start on 7<sup>th</sup> March 2022 to 31st March 2023 subject to the Phase 2 Postponement provision below.

Call-Off Optional Extension Period: 3 Months

Minimum Notice Period for Extensions: 7 days

Call-Off Contract Value:

a) Phase 1: £286,305 (Excluding VAT)

b) Phase 2: Capped at £1,327,568 (excluding VAT).

#### **Call-Off Deliverables**

Summarised in Appendix 1, below.

#### **Buyer's Standards**

From the Start Date of this Call-Off Contract, the Supplier shall comply with the relevant (and current as of the Call-Off Start Date) Standards referred to in Framework Schedule 1 (Specification). The Buyer requires the Supplier to comply with the following additional Standards for this Call-Off Contract:

#### **Cyber Essentials Scheme**

The Buyer requires the Supplier, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme) to provide a Cyber Essentials Plus Certificate prior to commencing the provision of any Deliverables under this Call-Off Contract.

#### **Maximum Liability**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by the Framework Award Form Special Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £286,305 (Excluding VAT)

#### **Call-Off Charges**

1. Phase 1

Fixed Price - £286,305. Pricing shall be a Fixed Price for delivering the full scope of

work, including all fees, costs and expenses. All pricing shall be exclusive of VAT. This shall include responding to reasonable feedback from DCMS and their stakeholders, for example by amending reports, where appropriate, subject to a maximum of three rounds of comments and amendments. A detailed breakdown of the Phase 1 Fixed Price is attached separately as Appendix 1 – Part 3

2. The Supplier may invoice for payment of fees, and the Buyer will pay the fees in accordance with the framework terms and conditions.

Total Fees to be paid	Milestone		Delivery Date
Phase 1			
25% (£71,576.25)	D1 (Draft)	Project Scoping Report	14/01/2022
25% (£71,576.25)	D1 (Final)	Revised Project Scope Report	04/02/2022
25% (£71,576.25)	D2 (Draft)	Draft Phase 1 Report (feasibility)	04/02/2022
25% (£71,576.25)	D2 (Final)	Phase 1 report	04/03/2022
Phase 2			
Two weeks in arrears on a T&M Basis	Phase 2	Sprint 1	18/03/2022
Monthly in arrears on a capped T&M Basis	Phase 2	Sprint 2 until completion.	Monthly at the end of each month from 30/03/2022

Payment will be in arrears, on completion of all relevant deliverables in accordance with the framework terms and conditions.

The Supplier understands that the commencement of Phase 2 is subject to the approval of funding from Her Majesty's Treasury.

The Buyer understands and agrees that the Supplier requires a minimum termination notice period in order to redeploy its team and resources. Therefore, the Buyer will pay the Supplier on a time and materials basis for all work carried out in Sprint 1 of Phase 2 as per the above table.

In the event that the Buyer does not confirm in writing by 11/03/2022 that Phase 2 will continue beyond Sprint 1, the Supplier will not be obligated to provide any Services after the completion of Sprint 1 of Phase 2 unless it receives at least 30 days prior written notice of a request to do so.

Such notice must be provided prior to 30<sup>th</sup> May 2022, after which date, the Supplier shall not be obligated under the terms of this Agreement to provide any further services.

#### 3. Phase 2

Phase 2, from Sprint 2 onwards, will only commence on the written instruction from the Buyer confirming the scope, period and works to be undertaken during Phase 2. The Parties will use reasonable endeavours to collaborate during Phase 2 to enable the implementation of agile methodologies by the Supplier such that each sprint may be progressed in accordance with Government Digital Services standards and the Technology Code of Practice. However, this agile approach shall not lead to the scope exceeding the overall boundaries agreed for Phase 2 without a the prior written agreement of both of the Parties.

Payment for Phase 2, from Sprint 2 onwards, will be paid in accordance with the framework terms and conditions, in instalments, monthly in arrears and shall be based on the table below.

Phase 2 will be charged on a Capped Time and Materials (CTM) basis and shall not exceed a total of £1,327,568 excluding VAT.

The Phase 2 day rates shall be fixed for the period of the contract, and shall include expenses and provide a baseline for any contract variations or extensions.

Key Roles	FTE	Days (per role)*	Day Rate (£)	Total Price (£)*
Project and Technical Director	0.3	94.5		
Product Manager	0.2	63		
Project Delivery Manager	1	315		
Business Analyst	1	315		
Service Designer	0.2	63		

Lead Data Scientist	0.2	63	
Legal	0.2	63	
Security architect/engineer	0.5	157.5	
QAT analyst	0.5	157.5	
Disinformation and social media advisor (role doesn't exist in DDaT)	0.1	31.5	
Disinformation advisor (role doesn't exist in DDaT)	0.1	31.5	

Where non-UK Supplier Staff (including Subcontractors) are used to provide any element of the Deliverables under this Call-Off Contract, the applicable rate card(s) shall be incorporated into Call-Off Schedule 5 (Pricing Details and Expenses Policy) and the Supplier shall, under each SOW, charge the Buyer a rate no greater than those set out in the applicable rate card for the Supplier Staff undertaking that element of work on the Deliverables

Deliverables.
Reimbursable Expenses
None
Payment Method
BACS
Buyer's Invoice Address  All invoices must be sent, quoting a valid contract number and purchase order number (PO Number), to:  If you have a query regarding an outstanding payment please contact:  Enquiry telephone No:
Buver's Authorised Representative

Supplier's Authorised Representative

Supplier's Contract Manager

#### **Progress Report Frequency**

Weekly programme highlight reports to the customer, updating on key activities that week, emerging risks, dependencies, and plans for the following week, which can then inform a weekly stakeholder newsletter, delivered every Friday.

Management reports will be generated monthly (three in total for Phase 1).

A final feasibility report for Phase 1, reporting the findings from the discovery phase and recommendations for the build phase, will be delivered before or on Friday 4 February 2022.

#### **Progress Meeting Frequency**

Bi-weekly check-ins every Tuesday and Thursday.

Fortnightly sprint updates.

Monthly retrospectives (minimum 3 in Phase 1) for the project and customer team, at both the work stream and programme level.

#### **Key Staff**



## **Key Subcontractor(s)**

By entering into this Framework Schedule 6 Buyer provides written approval of the following subcontractors for purposes of Paragraph 1.5 of Framework Schedule 1 (Specification).



#### **Commercially Sensitive Information**

Not applicable

#### **Balanced Scorecard**

Not applicable

#### **Material KPIs**

Not applicable

#### **Additional Insurances**

Not applicable

#### Guarantee

Not applicable

#### **Social Value Commitment**

Not applicable

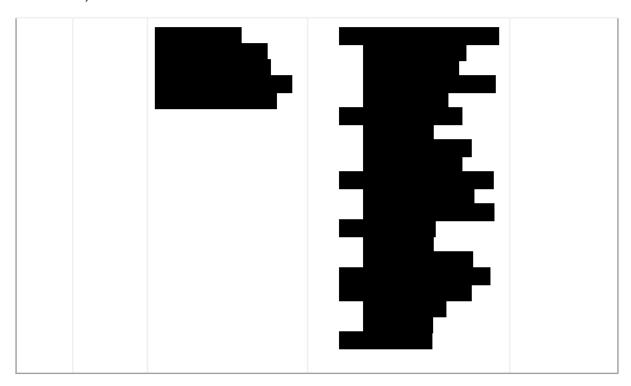
#### **Statement of Works**

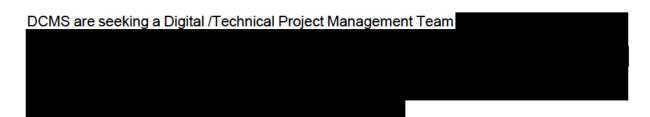
During the Call-Off Contract Period, the Buyer and Supplier may agree and execute completed Statement of Works. Upon execution of a Statement of Work the provisions detailed therein shall be incorporated into the Call-Off Contract to which this Order Form

Framework Schedule 6 (Order Form Template, Statement of Work Template and Call-Off Schedules)
relates.
For and on behalf of the Supplier:
Signature:
Name:
Role:
Date:
For and on behalf of the Buyer:
Signature:
Name:
Role:
Date:

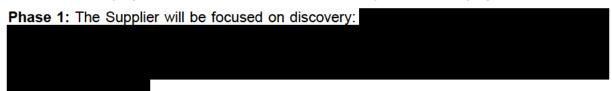
# Appendix 1 – Part 1 – Buyer's Requirement

DCMS Delivera	able:	Description	Minimum Content	Due date:
D1 (Draft)	Project Scoping Report			14/01/2022
D1 (Final)	Revised Project Scope Report			04/02/2022
D2 (Draft)	Draft Phase 1 Report (feasibilit y)			04/02/2022
D2 (Final)	Phase 1 report			04/03/2022





The contracted project team will be involved across two phases of the project.

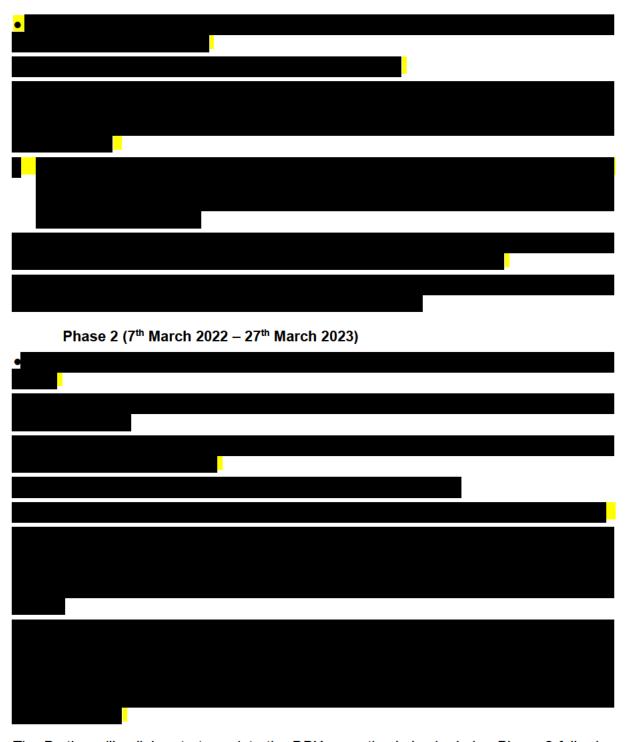


**Phase 2:** The Supplier will, in conjunction with the consultation and collaboration with the Buyer's internal project team and other government stakeholders as reasonably required by the Supplier, determine the design of the solution, then use reasonable endeavours to provide:

- a) the project development and the process of the technical build of the Phase 2 solution;
- b) protections for freedom of expression and privacy are embedded into the platform design;
- c) opportunities for regular stakeholder testing.

A separate technical team, which may be provided by the Buyer subject to further contract, will be contracted to build the Phase 2 solution itself, responsive to the findings of the Discovery phase. The key activity the Buyer will expect in each stage are listed below:

Phase 1 (26<sup>th</sup> November 2021 – 4<sup>th</sup> March 2022)



The Parties will collaborate to update the DPIA on a timely basis during Phase 2 following relevant changes to the types of data being processed and the means and purpose processing.



Contract Management
---------------------

The Supplier will work alongside the Buyer's who shall provide all reasonable support and collaboration to enable the delivery of Phase 1 and, if approved, Phase 2.

The Supplier

will not be expected to deliver the technical build of the solution, but product manage this process and will work alongside and interact with the successful tenderer as required.

Throughout the duration of the project the Buyer and Supplier shall conduct:

- Weekly check-in calls with the internal project team, over video call;
- Monthly updates on progress remotely/ over video call while Covid restrictions are in place and in person when it becomes safe to do so;
- Ad-hoc calls/meetings as needed by default video calls but if necessary these can happen in person if it is in line with government guidance.

The Buyer will separately procure an Independent Evaluator to provide expert assurance on the above categories and report on the success of the overall project approach, and ways in which it may be further iterated in future. The Evaluator will report jointly to on at least a quarterly basis. The Supplier will be required to discuss and address specific action points where these are required by Departments. The Evaluator would work with the successful supplier and DCMS to develop a set of KPIs and/or Critical Success Factors against which project quality can be assessed, and processes for reporting progress against these and for capturing risks and issues.

#### Location

Due to COVID-19 restrictions, we expect the supplier will conduct a majority of their work remotely in the UK, however, as restrictions ease there may be a requirement for entry to the London Office (100 Parliament Street, London SW1A 2BQ) for face to face meetings.

Appendix 1 – Part 2 – Supplier proposal Phase 1 Attached separately

Appendix 1 – Part 3 – Detailed Price Breakdown Phase Attached separately 1

## **Annex 1 (Template Statement of Work)**

#### 1 Statement of Works (SOW) Details

Upon execution, this SOW forms part of the Call-Off Contract (reference below).

The Parties will execute a SOW for each set of Buyer Deliverables required. Any ad-hoc Deliverables requirements are to be treated as individual requirements in their own right and the Parties should execute a separate SOW in respect of each, or alternatively agree a Variation to an existing SOW.

All SOWs must fall within the Specification and provisions of the Call-Off Contact.

The details set out within this SOW apply only in relation to the Deliverables detailed herein and will not apply to any other SOWs executed or to be executed under this Call-Off Contract, unless otherwise agreed by the Parties in writing.

Date of SOW:
SOW Title:
SOW Reference:
Call-Off Contract Reference:
Buyer:
Supplier:
SOW Start Date:
SOW End Date:
Duration of SOW:
Key Personnel (Buyer):
Key Personnel (Supplier):
Subcontractors:

#### 2 Call-Off Contract Specification – Deliverables Context

**SOW Deliverables Background**: [Insert details of which elements of the Deliverables this SOW will address]

**Delivery phase(s)**: [Insert item and nature of Delivery phase(s), for example, Discovery, Alpha, Beta or Live]

**Overview of Requirement**: [Insert details including Release Type(s), for example Ad hoc, Inception, Calibration or Delivery]

#### 3 Buyer Requirements – SOW Deliverables

#### **Outcome Description:**

Milestone Ref	Milestone Description	Acceptance Criteria	Due Date
MS01			
MS02			

Del	liv	erv	PI	lan	1:
-----	-----	-----	----	-----	----

#### **Dependencies:**

#### **Supplier Resource Plan:**

#### **Security Applicable to SOW:**

The Supplier confirms that all Supplier Staff working on Buyer Sites and on Buyer Systems and Deliverables, have completed Supplier Staff Vetting in accordance with Paragraph 6 (Security of Supplier Staff) of Part B – Annex 1 (Baseline Security Requirements) of Call-Off Schedule 9 (Security).

[If different security requirements than those set out in Call-Off Schedule 9 (Security) apply under this SOW, these shall be detailed below and apply only to this SOW:

#### [Insert if necessary] ]

#### **Cyber Essentials Scheme:**

The Buyer requires the Supplier to have and maintain a **[Cyber Essentials Certificate][OR Cyber Essentials Plus Certificate]** for the work undertaken under this SOW, in accordance with Call-Off Schedule 26 (Cyber Essentials Scheme).

#### **SOW Standards:**

[Insert any specific Standards applicable to this SOW (check Annex 3 of Framework Schedule 6 (Order Form Template, SOW Template and Call-Off Schedules)]

#### **Performance Management:**

[Insert details of Material KPIs that have a material impact on Contract performance]

Material KPIs	Target	Measured by

Schedules)					

[Insert Service Levels and/or KPIs – See Call-Off Schedule 14 (Service Levels and Balanced Scorecard]

#### **Additional Requirements:**

**Annex 1** – Where Annex 1 of Joint Schedule 11 (Processing Data) in the Call-Off Contract does not accurately reflect the data Processor / Controller arrangements applicable to this Statement of Work, the Parties shall comply with the revised Annex 1 attached to this Statement of Work.

## **Key Supplier Staff:**

Key Role	Key Staff	Contract Details	Employment / Engagement Route (incl. inside/outside IR35)

[Indicate: whether there is any requirement to issue a Status Determination Statement]

#### **SOW Reporting Requirements:**

[Further to the Supplier providing the management information detailed in Paragraph 6 of Call-Off Schedule 15 (Call Off Contract Management), the Supplier shall also provide the following additional management information under and applicable to this SOW only:

Ref.	Type of Information	Which Services does this requirement apply to?	Required regularity of Submission
1.	[insert]		
1.1	[insert]	[insert]	[insert]

#### 4 Charges

#### **Call Off Contract Charges:**

The applicable charging method(s) for this SOW is:

- [Capped Time and Materials]
- [Incremental Fixed Price]
- [Time and Materials]

- [Fixed Price]
- [2 or more of the above charging methods]

[Buyer to select as appropriate for this SOW]

The estimated maximum value of this SOW (irrespective of the selected charging method) is  $\mathfrak{L}[\textbf{Insert detail}]$ .

# **Rate Cards Applicable:**

[Insert SOW applicable Supplier and Subcontractor rate cards from Call-Off Schedule 5 (Pricing Details and Expenses Policy), including details of any discounts that will be applied to the work undertaken under this SOW.]

# Reimbursable Expenses:

[See Expenses Policy in Annex 1 to Call-Off Schedule 5 (Pricing Details and Expenses Policy)]

[Reimbursable Expenses are capped at [£[Insert] [OR [Insert] percent ([X]%) of the Charges payable under this Statement of Work.]

[None]

[Buyer to delete as appropriate for this SOW]

# Signatures and Approvals

# Agreement of this SOW

BY SIGNING this Statement of Work, the Parties agree that it shall be incorporated into gally

Appendix 1 of the Order Form and incorporated into the Call-Off Contract and be lebinding on the Parties:
For and on behalf of the Supplier
Name:
Title:
Date:
Signature:
For and on behalf of the Buyer
Name:
Title:
Date:
Signature:

# **Annex 1 Data Processing**

# Joint Schedule 11 (Processing Data)

The following table shall apply to the Processing activities undertaken under this Statement of Work only:

Description	Details
Identity of Controller for each Category of	The Relevant Authority is Controller and the Supplier is Processor
Personal Data	The Parties acknowledge that in accordance with paragraph 2 to paragraph 15 and for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor of the following Personal Data:
	<ul> <li>Supplier Staff data – Name, Email Address, Contact Number and Job Titles</li> </ul>
	<ul> <li>Any personal data that is acquired by or on behalf of the Buyer (or its stakeholders) to enable the Supplier to carry out its obligations under the terms of this Agreement and to create the Deliverables. Such data may include social media data and or other data [provided by the Buyer or other government departments]. Any such data will be processed in accordance with the DPIA agreed between the Buyer and the Supplier.</li> </ul>
	The Supplier is Controller and the Relevant Authority is Processor
	The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Relevant Authority is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:
	<ul> <li>Buyer's Staff &amp; Stakeholder data – Name, Email Address, Contact Number, Job Titles, relationship to and role within the project, and role within government</li> </ul>
	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	Business contact details of Supplier Personnel for which the Supplier is the Controller,
	Business contact details of any directors, officers, employees, agents, consultants and contractors of Relevant Authority (excluding the Supplier Personnel) engaged in the performance of the Relevant Authority's duties under the Contract) for which the Relevant Authority is the Controller.

Duration of the Processing	November 2022 - March 2023
Nature and purposes of the Processing	Personal data of buyer and supplier staff and stakeholders will be processed for the purposes of communication and user research to support and inform the delivery of the product. As some data will be OFFICIAL SENSITIVE, it must be stored so as to prevent those without security clearance accessing it. The data must be destroyed at the end of the project, in March 2023.
	The purpose of the processing is to support delivery of the required services.
Type of Personal Data	name, address, telephone number, job roles (including level of seniority)
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers
Plan for return and destruction of the data once the Processing is complete	All personal data destroyed upon completion of the contract (March 2023)
UNLESS requirement under Union or Member State law to preserve that type of data	



#### CONTRACT VARIATION FORM

CONTRACT TITLE: Counter Disinformation Data Platform Digital/Technical Project

Management Team

**CONTRACT REF NUMBER: 102548** 

PO NUMBER:

VARIATION NUMBER:

DATE: 16/02/2022

BETWEEN:

The Secretary of State for the Department for Digital, Culture, Media & Sport (hereinafter called "the Customer") and Faculty Science Ltd (hereinafter called the "Supplier")

#### 1. The Contract is varied as follows:

Details of Variation:

The contract will be altered to allow for the building of a as per the attached Supplier Proposal, dated 1st February 2022. The value of this work is £250,000 (excluding VAT), to be completed by 31st March 2022. The deliverables of this are:

1.



#### 2. Design Document:

- outlining how the solution works
- evaluation of its performance
- how it can be developed, tested and deployed by DCMS on their own toolset
- technical dependencies
- 3. PoC report covering the following:
  - key findings and lessons learned
  - methods/techniques developed

<ul> <li>usability and usefulness of the model</li> </ul>
- benefit analysis (inc. value for money)
Additionally, notwithstanding Schedule 1 of the Call Off Contract (Transparency Reports)
Variation effective from: 15th February 2022
Value of Variation: £250,000
Revised Total Contract Value (if applicable): £1,863,873 (£536,305 fixed price plus £1,327,568
Capped price) excluding VAT
Revised Contract expiry date (if applicable): n/a

- 2. Words and expressions in this Variation shall have the meaning 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:	
For: The Customer	For: The Supplier
Signature:	Signature:
Full Name:	Full Name:
Title:	Title:
Date:	Date:



#### **CALL-OFF CONTRACT VARIATION FORM**

CALL-OFF CONTRACT TITLE: Counter Disinformation Data Project

CALL-OFF CONTRACT REF NUMBER: 102887

**VARIATION NUMBER: 1** 

DATE: 13/12/2022

**BETWEEN:** 

The Secretary of State for the Department for Digital, Culture, Media & Sport (hereinafter called "the Customer") and Faculty Science Ltd (hereinafter called the "Supplier")

1. The Call-Off Contract is varied as follows:

#### Details of Variation:

- A. The Services shall be adjusted to the extent that the Supplier has produced the deliverables more particularly described in paragraph E; such deliverables form part of Milestone 2 (MVP), completed on 30th September 2022.
- B. The Milestone 2 price in Table C (Payment Milestones: Milestones 1 and 2) shall be increased by £250,000 in respect of the additional costs of this work.
- C. Pursuant to paragraph B, the maximum total, capped expenditure available for the Call-Off Contract shall be increased from £1,264,650 to £1,514,650.
- D. Pursuant to paragraph A, the additional deliverables are more particularly described in sections 1-9 below:



Variation effective fro	om: 6 Sep 2022	
	250,000 excluding VAT	
	act Value (if applicable): £1,514,65	50
Revised Contract exp	piry date (if applicable): N/A	

- 2. Words and expressions in this Variation shall have the meaning given to them in the Call-Off Contract.
- 3. The Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:	
For: The Buyer	For: The Supplier
Signature:	Signature:
Full Name:	Full Name:
Title:	Title: Head of Legal
Date:	Date: 13/12/22



#### CALL-OFF CONTRACT VARIATION FORM

CALL-OFF CONTRACT TITLE: Counter Disinformation Data Project

CALL-OFF CONTRACT REF NUMBER: 102887

**VARIATION NUMBER: 2** 

DATE: 01/03/2023

**BETWEEN:** 

The Secretary of State for the Department for Digital, Culture, Media & Sport (hereinafter called "the Buyer") and Faculty Science Ltd (hereinafter called the "Supplier")

1. The Call-Off Contract is varied as follows:

#### Details of Variation:

- A. The Services shall be adjusted to the extent that the Supplier shall produce the deliverables more particularly described in Appendix A (Additional Services);
- B. The Buyer shall pay the Supplier a fixed fee of £400,000 in respect of the services described in paragraph A; such fee shall be payable in two instalments, the first upon the delivery of £200,000) and the second upon the delivery of the remaining £200,000. Payment shall be made upon Buyer acceptance of agreed deliverables and functionality.

Variation effective from: 16 January 2023
Value of Variation: £400,000 excluding VAT

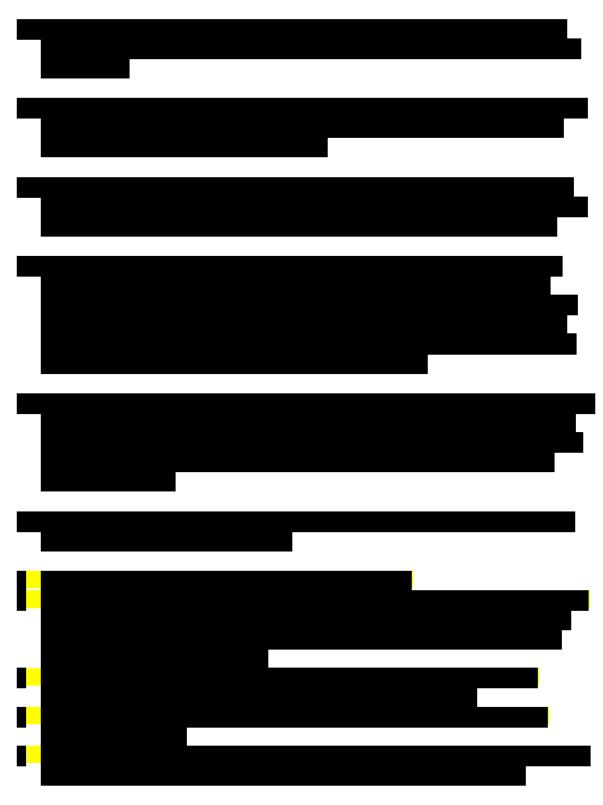
Revised Total Contract Value (if applicable): £1,944,650

Revised Contract expiry date (if applicable): N/A

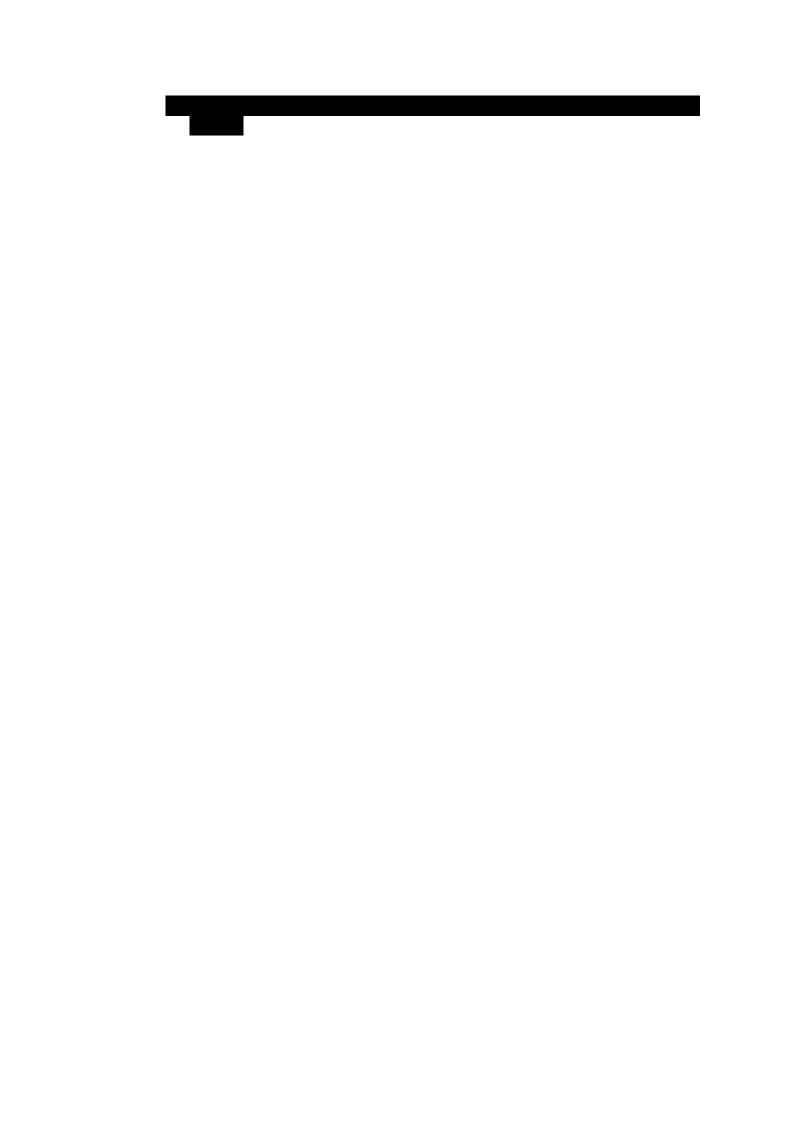
- 2. Words and expressions in this Variation shall have the meaning given to them in the Call-Off Contract.
- 3. The Call-Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

SIGNED:	
For: The Buyer	For: The Supplier
Signature:	Signature:
Full Name:	Full Name:
Title:	Title:
Date:	Date:

**Appendix A: Additional Services** 



7. The Supplier shall also undertake 2x two week discovery phases uncovering the needs of users in relation to;





# **CONTRACT FOR SERVICES:**

Real Time Social and Predictive Media News Monitoring and Intelligence Tool

**Contract Reference Number**: 103186

**Issue Date**: 27/10/22

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# **Contract Details**

Contract Title:	Real Time Social and Predictive Media News Monitoring and Intelligence Tool
Contract Ref No:	103186
Customer:	Department for Digital, Culture, Media and Sport (DCMS)
	Of 100 Parliament Street, London SW1A 2BQ
Supplier:	NewsWhip Media Limited
	Of Huckletree D2, 42 Pearse Street, Dublin 2, D02 YX88
	Company Registration No485016
Contract Commencement Date:	28 October 2022
Contract Expiry Date:	27 October 2023
Optional extension end date:	The Customer may seek, at its sole discretion, to extend the Contract for a further period of 1 year
Minimum notice period for extension:	10 working days prior to the Expiry Date
Customer Contract Manager:	
Supplier Contract Manager:	
Address for notices (Customer):	Department for Digital, Culture, Media and Sport, 100 Parliament Street, London SW1A 2BQ
Address for notices (Supplier):	Huckletree D2, 42 Pearse Street, Dublin 2, D02 YX88 and copy by email to legal@newswhip.com
Location of the Services:	to be delivered remotely
Invoice Address:	All invoices must be sent to:
	Invoices must be compliant and include a valid Contract reference number and PO Number, and the details (name and telephone number) of your Supplier Contract Manager. Non-compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact or

Order of Precedence:

Save as may be expressly provided or otherwise agreed in writing between the Parties, in the event of any discrepancy, inconsistency or divergence arising between any parts of this Contract, then the order of precedence shall be (i) Annex 1 (Terms and Conditions), (ii) Annex 3 (Specification/Services), (iii) Annex 2 (Charges), (iv) Annex 4 (Supplier Proposal).

Signed for and on behalf of the Customer:

## The Department for Digital, Culture, Media & Sport (DCMS)

Name:	
Title:	Head of Commercial Operations
Signature:	
Date:	

Signed for and on behalf of the Supplier:

NewsWhip Media Limited

We accept the terms set out in this Contract including its Annexes and Schedules.

Name:			
Title:	Sales Director		
Signature:			
Date:	27/10/22		

Annex 1
Terms and Conditions of Contract for Services

# 1 Interpretation

# 1.1 In these terms and conditions:

	means the contract between (i) the Customer acting as part of the Crown and (ii) the Supplier constituted by the Supplier's signature of this document;					
"Central Government Body"	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:					
	(a) Government Department;					
	(b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);					
	(c) Non-Ministerial Department; or					
	(d) Executive Agency;					
"Charges"	means the charges for the Services as specified in Annex 2;					
"Confidential Information"	means all information, whether written or oral (however recorded), provided by the disclosing Party to the receiving Party and which (i) is known by the receiving Party to be confidential; (ii) is marked as or stated to be confidential; or (iii) ought reasonably to be considered by the receiving Party to be confidential;					
"Contract Amendment"	means a change to the terms and conditions of the Agreement					
	means the information relating to this Agreement as printed above these terms and conditions					
	means a written agreement as set out at Schedule 4 (Variation Form – Part 3), to be agreed and signed by the Parties in the event of an agreed Variation or Contract Amendment					
"Contact Data"	means together the Customer Contact Data and the Supplier Contact Data;					
"Controller"	takes the meaning given in the UK GDPR;					
"Customer"	means the person named as Customer in the Contract Details;					
	means the Personal Data of the Customer's Employees Processed by the Supplier, under, or in connection with, this Agreement;					
	means the Personal Data Processed by the Supplier on behalf of the Customer, under, or in connection with, this Agreement (as may be more particularly described in Schedule 1);					
"Cyber Essentials" or "Cyber Essentials Plus"	takes the meaning set out at:					
"DPA"	means the Data Protection Act 2018.					

"Data Loss Event"	
	means any event that results, or may result, in unauthorised access to Customer Data held by the Supplier under this Agreement, and/or actual or potential loss and/or destruction of Customer Data in breach of this Agreement, including any Personal Data Breach, which for the avoidance of doubt includes a breach of the Protective Measures;
	means an assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data;
J	eans: (i) the UK GDPR and any applicable national implementing Laws as amended from time to time; (ii) the DPA to the extent that it relates to Processing of Personal Data and privacy; and (iii) all applicable Law about the Processing of Personal Data and privacy;
"Data Protection Officer"	takes the meaning given in the UK GDPR;
"Data Subject"	takes the meaning given in the UK GDPR;
'	eans an actual or purported request, notice or complaint made by, or on behalf of, a Data Subject in accordance with the exercise of rights granted pursuant to the Data Protection Legislation;
"Employees"	means all staff, including directors, officers and employees, as well as the agents and workers of either party together with the directors, officers and employees of such party's sub-contractors or suppliers and further down any contractual chain, and "Employee" shall mean any one of them individually as the context dictates;
"Expiry Date"	means the date for expiry of the Agreement as set out in the Contract Details;
"FOIA"	means the Freedom of Information Act 2000;
"UK GDPR"	means the retained EU law version of the General Data Protection Regulation (Regulation (EU) 2016/679) as transposed into UK Law by the Data Protection, Privacy and electronic communications (Amendments ETC) (EU Exit) Regulations 2019, which applies in the UK from 1 January 2021;
	takes the meaning as set out at: https://www.gov.uk/government/publications/government-security-classifications
"Information"	has the meaning given under section 84 of the FOIA;
	means the performance measurements and targets in respect of the Supplier's performance of the Agreement as set out in Schedule 2;
	means any persons specified as such in Schedule 5 or otherwise notified as such by the Customer to the Supplier in writing;
"Law"	means any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the Supplier is bound to comply;

"Losses"	means losses, liabilities, damages, compensation, awards, payments made under settlement arrangements, claims, proceedings, costs and other expenses including fines, interest and penalties, whether arising in contract, tort (including negligence) breach of statutory duty or otherwise, legal and other professional fees and expenses;		
"Option"	means scope or Services set out by the Customer and quoted for by the Supplier (e.g. as part of a tender process), which are included within the scope of the Agreement but are not committed to by the Customer under the Agreement until formally activated by the Customer via a Contract Variation;		
"Party"	means the Supplier or the Customer (as appropriate) and "Parties" shall mean both of them;		
"Personal Data"	means personal data (as defined in the UK GDPR) and for the purposes of this Agreement, includes Sensitive Personal Data;		
"Personal Data Breach"	takes the meaning given in the UK GDPR;		
"Process", "Processed" "Processor", "Processing"	take the meanings given in the UK GDPR;		
"Protective Measures"	eans appropriate technical and organisational measures which may include: Cyber Essentials Certification, specific security requirements as specified by the Customer from time to time, and otherwise pseudonymising 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 the measures adopted by it;		
"Purchase Order Number"	means the Customer's unique number relating to the supply of the Services;		
"Regulated Activity"	means in relation to children as defined in Part 1 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006, and in relation to vulnerable adults as defined in Part 2 of Schedule 4 to the Safeguarding Vulnerable Groups Act 2006;		
"Request for Information"	has the meaning set out in the FOIA or the Environmental Information Regulations 2004 as relevant (where the meaning set out for the term "request" shall apply);		
"Sensitive Personal Data"	has the meaning set out in the Data Protection Legislation and from 25 May 2018, shall mean the special categories of Personal Data, as described in Article 9 of the UK GDPR;		
"Services"	means the services to be supplied by the Supplier to the Customer under the Agreement, as set out at Annex 3 and (where applicable) Annex 4;		
"SME"	means Small and Medium sized Enterprise as defined by EU recommendation 2003/361;		
"Specification"	means the specification for the Services (including as to quantity, description and quality) as specified in Annex 3;		

"Staff"	means all directors, officers, employees, agents, consultants and contractors of the Supplier and/or of any sub-contractor of the Supplier engaged in the performance of the Supplier's obligations under the Agreement;
"Staff Vetting Procedures"	means vetting procedures that accord with good industry practice or, where requested by the Customer, the Customer's procedures for the vetting of personnel as provided to the Supplier from time to time;
"Sub-processor"	eans any third Party appointed to Process Customer Data on behalf of the Supplier related to this Agreement;
"Supplier"	means the person named as Supplier in the Contract Details;
	means the Personal Data of the Supplier's Employees Processed by the Customer, under, or in connection with this Agreement; including any Key Personnel;
"Term"	means the period from the start date of the Agreement set out in the Contract Details to the Expiry Date as such period may be extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement;
"Third Party Request"	means a request from any third party for disclosure of Customer Data where compliance with such request is required or purported to be required by Law;
"Variation"	means a change to the Services or Term, as agreed by execution of a Contract Variation Form;
"Variation Request"	means a request for a Variation in the form set out at Schedule 4 (Variation Form - Part 1);
"Variation Quotation"	means a quotation issued by the Supplier for an amendment to the Charges, in the form set out at Schedule 4 (Variation Form - Part 2), in response to a Variation Request;
"VAT"	means value added tax in accordance with the provisions of the Value Added Tax Act 1994; and
"Working Day"	means a day (other than a Saturday or Sunday) on which banks are open for business in the City of London.

- 1.2 In these terms and conditions, unless the context otherwise requires:
  - 1.2.1 references to numbered clauses are references to the relevant clause in these terms and conditions;
  - 1.2.2 any obligation on any Party not to do or omit to do anything shall include an obligation not to allow that thing to be done or omitted to be done;
  - 1.2.3 the headings to the clauses of these terms and conditions are for information only and do not affect the interpretation of the Agreement;
  - 1.2.4 any reference to an enactment includes reference to that enactment as amended or replaced from time to time and to any subordinate legislation or byelaw made under that enactment; and UNCLASSIFIED

1.2.5 the word 'including' shall be understood as meaning 'including without limitation'.

## 2 Basis of Agreement

- 2.1 This Agreement constitutes an offer by the Customer to purchase the Services subject to and in accordance with these terms and conditions.
- 2.2 This offer shall be deemed to be accepted by the Supplier on receipt by the Customer of a copy of the Agreement signed by the Supplier.

#### 3 Supply of Services

- 3.1 In consideration of the Customer's agreement to pay the Charges, the Supplier shall supply the Services to the Customer for the Term subject to and in accordance with the terms and conditions of the Agreement.
- 3.2 In supplying the Services, the Supplier shall:
  - 3.2.1 co-operate with the Customer in all matters relating to the Services and comply with all the Customer's instructions;
  - 3.2.2 perform the Services with all reasonable care, skill and diligence in accordance with good industry practice in the Supplier's industry, profession or trade;
  - 3.2.3 use Staff who are suitably skilled and experienced to perform tasks assigned to them, and in sufficient number to ensure that the Supplier's obligations are fulfilled in accordance with the Agreement;
  - 3.2.4 ensure that the Services shall conform with all descriptions and specifications set out in the Specification;
  - 3.2.5 comply with all applicable laws; and
  - 3.2.6 provide all equipment, tools and vehicles and other items as are required to provide the Services.

#### 4 Term

- 4.1 The Agreement shall take effect on the commencement date specified in the Contract Details and shall expire on the Expiry Date, unless it is otherwise extended in accordance with clause 4.2 or terminated in accordance with the terms and conditions of the Agreement.
- 4.2 The Customer may extend the expiry date of the Agreement as set out in the Contract Details, by giving notice to the Supplier in accordance with any minimum notice period set out in the Contract Details, and

by way of a Contract Variation. The terms and conditions of the Agreement shall apply throughout any extended period.

#### 5 Contract Amendments and Variations

- 5.1 A Contract Amendment may only be made with the written agreement of both Parties.
- 5.2 The Customer may at any time before the Expiry Date or earlier termination of this Agreement, order any Variation to be made to the original Services. Such Variations may include without limitation the following:-
  - 5.2.1 the addition or substitution of any Services,
  - 5.2.2 changes in the type, standard or quality of Services
  - 5.2.3 changes to the order, sequence or timing of the provision of the Services or any part of the Services,
  - the postponement of any part of the Services desired by the Customer,
  - 5.2.5 extension of the Term
- 5.3 Where additional or substitute Services are required, the Customer shall issue a Variation Request (Schedule 4, Variation Form Part 1) to the Supplier detailing the scope and programme of the additional Services required.
- On receipt of a Variation Request, the Supplier shall issue a response for acceptance using a Variation Quotation (Schedule 4, Variation Form Part 2), to be received by the Customer within 1 week from issue of the Variation Request, or within such timescale as otherwise identified by the Customer. Such response is to include the detail and method of calculation of any additional charges. Charges for additional Services will be calculated in accordance with clause 5.10.
- On receipt of a Variation Quotation from the Supplier, the Customer shall assess and either accept or reject the quotation. Where the quotation is accepted, the Customer shall issue a Contract Variation Form (Schedule 4, Variation Form Part 3) to the Supplier. Where rejected the Customer shall assess the charge in consultation with the Supplier.
- 5.6 Where the Supplier does not respond within the timescales defined in clause 5.4, the Customer shall assess the charges for the additional Services in accordance with clause 5.10 and issue a Contract Variation Form to the Supplier.
- 5.7 The Supplier shall comply with all Contract Variation Forms that have been signed and issued by the Customer.
- 5.8 Reserved.
- Variations to the Services are only authorised through the issue of a Contract Variation Form that has been signed and approved by the Customer. The Customer is not liable for any charges for additional Services performed for which the Supplier has not received a signed Contract Variation Form.
- 5.10 The valuation of Variations shall be assessed by the Customer after consultation with the Supplier in accordance with the following principles:

- 5.10.1 where Services are, in the opinion of the Customer, of similar character and executed under similar conditions to Services priced in the original Agreement, they shall be valued at such rates and prices contained in the original Charges as may be applicable,
- 5.10.2 where Services are, in the opinion of the Customer, not of a similar character or not executed under similar conditions to Services priced in the original Agreement, then the original Charges shall be used as the basis for valuation so far as may be reasonable failing which a fair valuation shall be made.
- 5.11 Payment in respect of any Variation is made in accordance with clause 7.
- 5.12 Where there are Options set out in Annex 2, Annex 3 and/or Annex 4, such Options shall only be activated by way of a Variation.

## 6 Contract Management

- The Supplier and the Customer shall each appoint a nominated contract manager who shall be the key point of contact for each Party; these individuals shall be named in the Contract Details.
- The Supplier shall comply with any contract management and reporting requirements, and Key Performance Indicators set out in Schedule 2, including KPI targets.

#### 7 Charges, Payment and Recovery of Sums Due

- 7.1 The Charges for the Services shall be as set out in Annex 2 and shall be the full and exclusive remuneration of the Supplier in respect of the supply of the Services. Unless otherwise agreed in writing by the Customer, the Charges shall include every cost and expense of the Supplier directly or indirectly incurred in connection with the performance of the Services.
- 7.2 The Supplier shall invoice the Customer as specified in the Agreement. Each invoice shall include such supporting information required by the Customer to verify the accuracy of the invoice, including the relevant Purchase Order Number and a breakdown of the Services supplied in the invoice period.
- 7.3 In consideration of the supply of the Services by the Supplier, the Customer shall pay the Supplier the invoiced amounts no later than 30 days after receipt of a valid invoice which includes a valid Purchase Order Number. The Customer may, without prejudice to any other rights and remedies under the Agreement, withhold or reduce payments in the event of unsatisfactory performance.
- 7.4 All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Customer shall, following the receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.

- 7.5 If there is a dispute between the Parties as to the amount invoiced, the Customer shall pay the undisputed amount. The Supplier shall not suspend the supply of the Services unless the Supplier is entitled to terminate the Agreement for a failure to pay undisputed sums in accordance with clause 16.4. Any disputed amounts shall be resolved through the dispute resolution procedure detailed in clause 19.
- 7.6 If a payment of an undisputed amount is not made by the Customer by the due date, then the Customer shall pay the Supplier interest at the interest rate specified in the Late Payment of Commercial Debts (Interest) Act 1998.
- 7.7 If any sum of money is recoverable from or payable by the Supplier under the Agreement (including any sum which the Supplier is liable to pay to the Customer in respect of any breach of the Agreement), that sum may be deducted unilaterally by the Customer from any sum then due, or which may come due, to the Supplier under the Agreement or under any other agreement or contract with the Customer. The Supplier shall not be entitled to assert any credit, set-off or counterclaim against the Customer in order to justify withholding payment of any such amount in whole or in part.

#### 8 Premises and equipment

- 8.1 If necessary, the Customer shall provide the Supplier with reasonable access at reasonable times to its premises for the purpose of supplying the Services. All equipment, tools and vehicles brought onto the Customer's premises by the Supplier or the Staff shall be at the Supplier's risk.
- 8.2 If the Supplier supplies all or any of the Services at or from the Customer's premises, on completion of the Services or termination or expiry of the Agreement (whichever is the earlier) the Supplier shall vacate the Customer's premises, remove the Supplier's plant, equipment and unused materials and all rubbish arising out of the provision of the Services and leave the Customer's premises in a clean, safe and tidy condition. The Supplier shall be solely responsible for making good any damage to the Customer's premises or any objects contained on the Customer's premises which is caused by the Supplier or any Staff, other than fair wear and tear.
- 8.3 If the Supplier supplies all or any of the Services at or from its premises or the premises of a third party, the Customer may, during normal business hours and on reasonable notice, inspect and examine the manner in which the relevant Services are supplied at or from the relevant premises.
- The Customer shall be responsible for maintaining the security of its premises in accordance with its standard security requirements. While on the Customer's premises the Supplier shall, and shall procure that all Staff shall, comply with all the Customer's security requirements.
- 8.5 Where all or any of the Services are supplied from the Supplier's premises, the Supplier shall, at its own cost, comply with all security requirements specified by the Customer in writing.

- 8.6 Without prejudice to clause 3.2.6, any equipment provided by the Customer for the purposes of the Agreement shall remain the property of the Customer and shall be used by the Supplier and the Staff only for the purpose of carrying out the Agreement. Such equipment shall be returned promptly to the Customer on expiry or termination of the Agreement.
- 8.7 The Supplier shall reimburse the Customer for any loss or damage to the equipment (other than deterioration resulting from normal and proper use) caused by the Supplier or any Staff. Equipment supplied by the Customer shall be deemed to be in a good condition when received by the Supplier or relevant Staff unless the Customer is notified otherwise in writing within 5 Working Days.

#### 9 Staff and Key Personnel

- 9.1 If the Customer reasonably believes that any of the Staff are unsuitable to undertake work in respect of the Agreement, it may, by giving written notice to the Supplier:
  - 9.1.1 refuse admission to the relevant person(s) to the Customer's premises;
  - 9.1.2 direct the Supplier to end the involvement in the provision of the Services of the relevant person(s); and/or
  - 9.1.3 require that the Supplier replace any person removed under this clause with another suitably qualified person and procure that any security pass issued by the Customer to the person removed is surrendered,

and the Supplier shall comply with any such notice.

- 9.2 The Supplier shall:
  - 9.2.1 ensure that all Staff are vetted in accordance with the Staff Vetting Procedures;
  - 9.2.2 if requested, provide the Customer with a list of the names and addresses (and any other relevant information) of all persons who may require admission to the Customer's premises in connection with the Agreement; and
  - 9.2.3 procure that all Staff comply with any rules, regulations and requirements reasonably specified by the Customer.
- 9.3 Any Key Personnel shall not be released from supplying the Services without the agreement of the Customer, except by reason of long-term sickness, maternity leave, paternity leave, termination of employment or other extenuating circumstances.
- 9.4 Any replacements to the Key Personnel shall be subject to the prior written agreement of the Customer (not to be unreasonably withheld). Such replacements shall be of at least equal status or of equivalent experience and skills to the Key Personnel being replaced and be suitable for the responsibilities of that person in relation to the Services.

## **Regulated Activity**

- 9.5 Where the Agreement includes a Regulated Activity, the Supplier will put in place safeguards to protect children and vulnerable adults from any risk of significant harm which could arise from the performance of this Agreement.
- 9.6 In addition, the Supplier will carry out checks with the Disclosure and Barring Service (DBS checks) on all Staff engaged on the Agreement in a Regulated Activity. Suppliers must have a DBS check at least done every three years for each relevant member of Staff for as long as this Agreement applies. The DBS check must be completed before any Staff work with children and/or vulnerable adults in Regulated Activity. This will also apply to any sub-contractors or volunteers who will, in the performance of this Agreement, supervise, care or otherwise have significant direct contact with children or vulnerable adults.
- 9.7 The Supplier shall immediately notify the Customer of any information that it reasonably requests to enable it to be satisfied that their obligations in relation to Safeguarding children and vulnerable adults have been met.
- 9.8 Where the Agreement includes a Regulated Activity, the Supplier shall not employ or use the services of any person who is barred from, or whose previous conduct or records indicate that it or she would not be suitable to carry out Regulated Activity or who may otherwise present a risk to children or vulnerable adults.

#### 10 Assignment and sub-contracting

- 10.1 The Supplier shall not without the written consent of the Customer assign, sub-contract, novate or in any way dispose of the benefit and/ or the burden of the Agreement or any part of the Agreement. The Customer may, in the granting of such consent, provide for additional terms and conditions relating to such assignment, sub-contract, novation or disposal. The Supplier shall be responsible for the acts and omissions of its sub-contractors as though those acts and omissions were its own.
- 10.2 Where the Supplier enters into a sub-contract for the purpose of performing its obligations under the Agreement, it shall ensure that a provision is included in such sub-contract which requires payment to be made of all sums due by the Supplier to the sub-contractor within a specified period not exceeding 30 days from the receipt of a valid invoice.
- 10.3 Where the Customer has consented to the placing of sub-contracts, the Supplier shall, at the request of the Customer, send copies of each sub-contract, to the Customer as soon as is reasonably practicable.
- 10.4 The Customer may assign, novate, or otherwise dispose of its rights and obligations under the

Agreement without the consent of the Supplier provided that such assignment, novation or disposal shall not increase the burden of the Supplier's obligations under the Agreement.

# 11 Intellectual Property Rights

- 11.1 All intellectual property rights in any materials provided by the Customer to the Supplier for the purposes of this Agreement shall remain the property of the Customer but the Customer hereby grants the Supplier a royalty-free, non-exclusive and non-transferable licence to use such materials as required until termination or expiry of the Agreement for the sole purpose of enabling the Supplier to perform its obligations under the Agreement.
- 11.2 All intellectual property rights in any materials created or developed by the Supplier pursuant to the Agreement or arising as a result of the provision of the Services shall vest in the Supplier. If, and to the extent, that any intellectual property rights in such materials vest in the Customer by operation of law, the Customer hereby assigns to the Supplier by way of a present assignment of future rights that shall take place immediately on the coming into existence of any such intellectual property rights all its intellectual property rights in such materials (with full title guarantee and free from all third party rights).
- 11.3 The Supplier hereby grants the Customer:
  - a perpetual, royalty-free, irrevocable, non-exclusive licence (with a right to sub-license) to use all intellectual property rights in the materials created or developed pursuant to the Agreement and any intellectual property rights arising as a result of the provision of the Services (For the avoidance of doubt, the license granted pursuant to this clause 11.3.1, includes any reports, dashboards or data collected by Customer through use of the Services in accordance with this Agreement); and
  - 11.3.2 a perpetual, a royalty-free, irrevocable and non-exclusive licence (with a right to sub-license) to use:
    - (a) any intellectual property rights vested in or licensed to the Supplier on the date of the Agreement; and
    - (b) any intellectual property rights created during the Term but which are neither created or developed pursuant to the Agreement nor arise as a result of the provision of the Services.
      - (including any modifications to or derivative versions of any such intellectual property rights which the Customer reasonably requires in order to exercise its rights and take the benefit of the Agreement including the Services provided.)
    - 11.3.3 For the avoidance of doubt such licence granted pursuant to clause 11.3.2 shall not

entitle the Customer to perpetual use of the Supplier's 'Newswhip API' product licence or 'NewsWhip Spike and/or Analytics' product licences should they be added to the Services pursuant to clause 5 of this Agreement; such API licence or other product licence shall endure for the relevant Contract Term.

- 11.4 The Supplier shall indemnify, and keep indemnified, the Customer in full against all costs, expenses, damages and losses (whether direct or indirect), including any interest, penalties, and reasonable legal and other professional fees awarded against or incurred or paid by the Customer as a result of or in connection with any claim made against the Customer for actual or alleged infringement of a third party's intellectual property arising out of, or in connection with, the supply or use of the Services itself, to the extent that the claim is attributable to the acts or omission of the Supplier or any Staff. For the avoidance of doubt, this does not include any indemnity in relation to the Customer's use of any information or data obtained by the Customer through use of the Services.
- 11.5 For the avoidance of doubt, the Services do not provide any copyright or permissions to the Customer for use of the news story or social media content associated with the data presented outside of the Services or the terms of this Agreement. All data is presented "as-is" and the Supplier disclaims all warranties to the content, data, links, and third-party information presented in the Services, including any warranties of merchantability, non-infringement of copyright or other intellectual property rights, and fitness for a particular purpose.

#### 12 Governance and Records

- 12.1 The Supplier shall:
  - 12.1.1 attend progress meetings with the Customer at the frequency and times specified by the Customer and shall ensure that its representatives are suitably qualified to attend such meetings; and
  - 12.1.2 submit progress reports to the Customer at the times and in the format specified by the Customer.
- 12.2 The Supplier shall keep and maintain until 6 years after the end of the Agreement, or as long a period as may be agreed between the Parties, full and accurate records of the Agreement including the Services supplied under it and all payments made by the Customer. The Supplier shall on request afford the Customer or the Customer's representatives such access to those records as may be reasonably requested by the Customer in connection with the Agreement.

## 13 Confidentiality, Transparency and Publicity

- 13.1 Subject to clause 13.2, each Party shall:
  - 13.1.1 treat all Confidential Information it receives as confidential, safeguard it accordingly and not disclose it to any other person without the prior written permission of the disclosing Party; and
  - 13.1.2 not use or exploit the disclosing Party's Confidential Information in any way except for the purposes anticipated under the Agreement.
- 13.2 Notwithstanding clause 13.1, a Party may disclose Confidential Information which it receives from the other Party:
  - 13.2.1 where disclosure is required by applicable law or by a court of competent jurisdiction;
  - 13.2.2 to its auditors or for the purposes of regulatory requirements;
  - 13.2.3 on a confidential basis, to its professional advisers;
  - 13.2.4 to the Serious Fraud Office where the Party has reasonable grounds to believe that the other Party is involved in activity that may constitute a criminal offence under the Bribery Act 2010;
  - 13.2.5 where the receiving Party is the Supplier, to the Staff on a need to know basis to enable performance of the Supplier's obligations under the Agreement provided that the Supplier shall procure that any Staff to whom it discloses Confidential Information pursuant to this clause 13.2.5 shall observe the Supplier's confidentiality obligations under the Agreement; and
  - 13.2.6 where the receiving Party is the Customer:
    - (a) on a confidential basis to the employees, agents, consultants and contractors of the Customer;
    - (b) on a confidential basis to any other Central Government Body, any successor body to a Central Government Body or any company to which the Customer transfers or proposes to transfer all or any part of its business;
    - to the extent that the Customer (acting reasonably) deems disclosure necessary or appropriate in the course of carrying out its public functions; or
    - (d) in accordance with clause 12.

and for the purposes of the foregoing, references to disclosure on a confidential basis shall mean disclosure subject to a confidentiality agreement or arrangement containing terms no less stringent than those placed on the Customer under this clause 13.

- 13.3 The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of the Agreement is not Confidential Information and the Supplier hereby gives its consent for the Customer to publish this Agreement in its entirety to the general public (but with any information that is exempt from disclosure in accordance with the FOIA redacted) including any changes to the Agreement agreed from time to time. The Customer may consult with the Supplier to inform its decision regarding any redactions but shall have the final decision in its absolute discretion whether any of the content of the Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
- 13.4 The Supplier shall not, and shall take reasonable steps to ensure that the Staff shall not, make any press announcement or publicise the Agreement or any part of the Agreement in any way, except with the prior written consent of the Customer.
- 13.5 The Supplier shall ensure the protective marking and applicable protection of any material passed to, or generated by, the Supplier; in accordance with the relevant Government Security Classifications.

#### 14 Freedom of Information

- 14.1 The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations 2004 and shall:
  - 14.1.1 provide all necessary assistance and cooperation as reasonably requested by the Customer to enable the Customer to comply with its obligations under the FOIA and the Environmental Information Regulations 2004;
  - 14.1.2 transfer to the Customer all Requests for Information relating to this Agreement that it receives as soon as practicable and in any event within 2 Working Days of receipt;
  - 14.1.3 provide the Customer with a copy of all Information belonging to the Customer requested in the Request for Information which is in its possession or control in the form that the Customer requires within 5 Working Days (or such other period as the Customer may reasonably specify) of the Customer's request for such Information; and
  - 14.1.4 not respond directly to a Request for Information unless authorised in writing to do so by the Customer.
- 14.2 The Supplier acknowledges that the Customer may be required under the FOIA and the Environmental

Information Regulations 2004 to disclose Information concerning the Supplier or the Services (including commercially sensitive information) without consulting or obtaining consent from the Supplier. In these circumstances the Customer shall, in accordance with any relevant guidance issued under the FOIA, take reasonable steps, where appropriate, to give the Supplier advance notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

14.3 Notwithstanding any other provision in the Agreement, the Customer shall be responsible for determining in its absolute discretion whether any Information relating to the Supplier or the Services is exempt from disclosure in accordance with the FOIA and/or the Environmental Information Regulations 2004.

#### 15 Protection of Personal Data and Security of Data

- 15.1 The Supplier shall, and shall procure that all Staff shall, comply with any notification requirements under the DPA and both Parties shall duly observe all their obligations under the DPA which arise in connection with the Agreement.
  - In circumstances where the Supplier shall process Customer Data in its provision of the Services, the Parties acknowledge that for the purposes of the Data Protection Legislation, the Customer is the Controller and the Supplier is the Processor of any Customer Data made available to the Supplier by the Customer (whether directly or indirectly. The Supplier shall in such circumstances only Process Customer Data for and on behalf of the Customer for the purposes of performing its obligations under this Agreement and only in accordance with the terms of this Agreement and any written instructions from the Customer, including the instructions set out in Schedule 1.
  - 15.3 The parties further acknowledge for the purposes of the Data Protection Legislation that:
    - the Customer shall be the Data Controller of (i) the Customer Contact Data for its own internal business purposes and (ii) the Supplier Contact Data where it is Processed by the Customer in accordance with Clause 15.4;
    - the Supplier shall be the Data Controller of (i) the Supplier Contact Data for its own internal business purposes and (ii) the Customer Contact Data where it is Processed by the Supplier in accordance with Clause 15.4.
  - Each party shall Process the other party's Contact Data (in its capacity as a Data Controller for that Contact Data) in order to administer this Agreement.
  - 15.5 Each party shall Process the other party's Contact Data for the purposes set out in Clause 15.4 in accordance with that party's relevant privacy policy. Each party may be required to share the other party's Contact Data referred to in Clause 15.4 with its affiliates and other relevant parties, within or outside the country of origin, in order to carry out the activities specified in Clause 15.4, but in doing so, each party will ensure that the sharing and use of the Contact Data complies with the applicable Data Protection Legislation.

#### Data sharing obligations

- 15.6 Where acting as a Data Controller:
  - 15.6.1 for the purposes of the Contact Data, each party shall make available to the other a copy of their applicable privacy policy and the receiving party shall ensure that this policy is provided to the applicable Employees whose Personal Data has been shared with the other party for the purposes set out in this Agreement; and
  - 15.6.2 for the purposes of the Customer Data, the Customer shall ensure that all fair processing notices have been given (and/or, as applicable, consents obtained), including in relation to any Sensitive Personal Data, and are sufficient in scope to allow the Customer to disclose the Customer Data to the Supplier in accordance with the Data Protection Legislation and for the purposes set out in this Agreement.
- 15.7 Each party warrants, represents and undertakes that it is not subject to any prohibition or restriction which would prevent or restrict it from disclosing or transferring either Contact Data or Customer Data (as applicable) to the other party in accordance with the terms of this Agreement.

#### **Data Processing obligations**

- 15.8 Where the Supplier is acting as Data Processor in accordance with Clause 15.2 the following clauses shall apply.
- 15.9 The Supplier shall notify the Customer immediately (and prior to any Processing) if it considers that any of the Customer's instructions infringe the Data Protection Legislation.
- 15.10 The Supplier shall provide all reasonable assistance to the Customer in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Customer, include:
  - 15.10.1 a systematic description of the envisaged Processing operations and the purpose of the Processing:
  - 15.10.2 an assessment of the necessity and proportionality of the Processing operations in relation to the Services;
  - 15.10.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 15.10.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Customer Data.
- 15.11 The Supplier shall, in relation to any Customer Data Processed in connection with its obligations under this Agreement:
  - 15.11.1 Process that Customer Data only in accordance with the terms of this Agreement unless the Supplier is required to do otherwise by Law. If it is so required the Supplier shall promptly notify the Customer before Processing the Customer Data unless prohibited by Law;
  - 15.11.2 ensure that it has in place Protective Measures, which, without limiting the Supplier's direct responsibility under Article 32 of the UK GDPR, may be reviewed and approved by the Customer at its discretion, to protect against a Data Loss Event having taken account of the:

- 15.11.2.1 nature of the data to be protected;
- 15.11.2.2 harm that might result from a Data Loss Event;
- 15.11.2.3 state of technological development; and
- 15.11.2.4 cost of implementing any measures;
- 15.11.3 ensure that:
- 15.11.3.1 the Staff do not Process Customer Data except in accordance with this Agreement (and in particular Schedule 1);
- 15.11.3.2 it takes all reasonable steps to ensure the reliability and integrity of any Staff who have access to the Customer Data and ensure that they:
  - (a) are aware of and comply with the Supplier's duties under this clause;
  - (b) are subject to appropriate confidentiality undertakings with the Supplier or any Subprocessor;
  - (c) are informed of the confidential nature of the Customer Data and do not publish, disclose or divulge any of the Customer Data to any third party unless directed in writing to do so by the Customer or as otherwise permitted by this Agreement; and
  - (d) have undergone adequate training in the use, care, protection and handling of Customer Data; and
  - 15.11.4 not transfer Customer Data outside of the UK unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- 15.11.4.1 the Customer or the Supplier has provided appropriate safeguards in relation to the transfer (in accordance with Data Protection Legislation (as applicable) ) as determined by the Customer:
- the Data Subject has enforceable rights and effective legal remedies;
- 15.11.4.3 the Supplier complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Customer Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Customer in meeting its obligations); and
- 15.11.4.4 the Supplier complies with any reasonable instructions notified to it in advance by the Customer with respect to the Processing of the Customer Data;
  - 15.11.5 at the written direction of the Customer, delete or return Customer Data (and any copies of it) to the Customer on termination of the Agreement unless the Supplier is required by Law to retain the Customer Data.
  - 15.12 Subject to clause 15.23, the Supplier shall notify the Customer immediately if it:
    - 15.12.1 receives a Data Subject Request (or purported Data Subject Request);
    - 15.12.2 receives a request to rectify, block or erase any Customer Data;
    - 15.12.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
    - 15.12.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Customer Data Processed under this Agreement;
    - 15.12.5 receives a Third Party Request; or
    - 15.12.6 becomes aware of a Data Loss Event.

- 15.13 The Supplier's obligation to notify under clause 15.12 shall include the provision of further information to the Customer in phases, as details become available.
- Taking into account the nature of the Processing, the Supplier shall provide the Customer with full assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under clause 15.12 (and insofar as possible within the timescales reasonably required by the Customer) including by promptly providing:
  - 15.14.1 the Customer with full details and copies of the complaint, communication or request;
  - 15.14.2 such assistance as is reasonably requested by the Customer to enable the Customer to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 15.14.3 the Customer, at its request, with any Customer Data it holds in relation to a Data Subject;
  - 15.14.4 assistance as requested by the Customer following any Data Loss Event;
  - 15.14.5 assistance as requested by the Customer following a Third Party Request;
  - 15.14.6 assistance as requested by the Customer with respect to any request from the Information Commissioner's Office, or any consultation by the Customer with the Information Commissioner's Office.
- 15.15 The Supplier shall maintain complete and accurate records and information to demonstrate its compliance with this clause. This requirement does not apply where the Supplier employs fewer than 250 staff, unless:
  - 15.15.1 the Customer determines that the Processing is not occasional;
  - 15.15.2 the Customer determines the Processing includes special categories of data as referred to in Article 9(1) of the UK GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the UK GDPR; and
  - 15.15.3 the Customer determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 15.16 The Supplier shall allow for audits of its Data Processing activity by the Customer or the Customer's designated auditor.
- 15.17 The Supplier shall designate a Data Protection Officer if required by the Data Protection Legislation, alternatively a dedicated point of contact for data protection.
- 15.18 Before allowing any Sub-processor to Process any Customer Data related to this Agreement, the Supplier must:
  - 15.18.1 notify the Customer in writing of the intended Sub-processor and Processing;
  - 15.18.2 obtain the written consent of the Customer;
  - 15.18.3 enter into a written agreement with the Sub-processor which give effect to the terms set out in this clause 15 such that they apply to the Sub-processor; and
  - 15.18.4 provide the Customer with such information regarding the Sub-processor as the Customer may reasonably require.

- 15.19 The Supplier shall remain fully liable for all acts or omissions of any Sub-processor.
- 15.20 The Customer may, at any time, on not less than 30 Working Days' notice, revise this clause by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to this Agreement).
- 15.21 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Customer may on not less than 30 Working Days' notice to the Supplier amend this Agreement to ensure that it complies with any guidance issued by the Information Commissioner's Office.
- 15.22 The Supplier shall obtain Cyber Essentials Certification where any of the following characteristics apply to the Agreement:
  - 15.22.1 where personal information of citizens, such as home addresses, bank details, or payment information is handled,
  - 15.22.2 where personal information of HMG employees, Ministers and Special Advisors such as payroll, travel booking or expenses information is handled, or
  - 15.22.3 where ICT systems and services are supplied which are designed to store, or Process, data at the OFFICIAL level of the Government Security Classifications.
- Where any or all of 15.22.1– 15.22.3 apply, depending on the nature of the information being handled, the Customer may at its discretion require the Supplier to obtain Cyber Essentials Plus certification.

#### 16 Liability

- 16.1 The Supplier shall not be responsible for any injury, loss, damage, cost or expense suffered by the Customer if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Agreement.
- 16.2 Subject always to clauses 16.3 and 16.4:
  - 16.2.1 the aggregate liability of the Supplier in respect of all Losses howsoever caused, whether arising from breach of the Agreement, the supply or failure to supply of the Services, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall in no event exceed a sum equal to 125% of the Charges paid or payable to the Supplier; and
  - 16.2.2 except in the case of claims arising under clauses 11.4 and 20.3, in no event shall the Supplier be liable to the Customer for any:
    - (a) loss of profits;

- (b) loss of business;
- (c) loss of revenue;
- (d) loss of or damage to goodwill;
- (e) loss of savings (whether anticipated or otherwise); and/or
- (f) any indirect, special or consequential loss or damage.
- 16.3 Nothing in the Agreement shall be construed to limit or exclude either Party's liability for:
  - 16.3.1 death or personal injury caused by its negligence or that of its Staff;
  - 16.3.2 fraud or fraudulent misrepresentation by it or that of its Staff;
  - 16.3.3 any other matter which, by law, may not be excluded or limited.
- 16.4 The Supplier's liability under both (a) the indemnities set out in clause 11.4 and 20.3 and (b) its obligations set out in clause 15 shall be unlimited.
- 16.5 The Supplier is required to maintain appropriate insurance cover with a reputable insurance company for the term of the Agreement. Appropriate insurance means a policy or policies of insurance providing an adequate level of cover in respect of all risks arising out of the Supplier's performance of its obligations under the Agreement, including as required by Law, and covering death or personal injury, loss of or damage to property or any other loss. The Supplier must provide evidence of such insurances on the Customer's request.

#### 17 Force Majeure

Neither Party shall have any liability under or be deemed to be in breach of the Agreement for any delays or failures in performance of the Agreement which result from circumstances beyond the reasonable control of the Supplier. Each Party shall promptly notify the other Party in writing when such circumstances cause a delay or failure in performance and when they cease to do so. If such circumstances continue for a continuous period of more than two months, either Party may terminate the Agreement by written notice to the other Party.

#### 18 Termination

- 18.1 The Customer may terminate the Agreement for any reason in the period between 6 months after the Contract Commencement Date and before seven months after the Contract Commencement Date by notice in writing to the Supplier to take effect on any date falling at least 10 calendar days later than the date of service of the relevant notice.
- 18.2 Without prejudice to any other right or remedy it might have, the Customer may terminate the Agreement

by written notice to the Supplier with immediate effect if the Supplier:

- 18.2.1 (without prejudice to clause 18.2.5), is in material breach of any obligation under the Agreement which is not capable of remedy;
- 18.2.2 repeatedly breaches any of the terms and conditions of the Agreement in such a manner as to reasonably justify the opinion that its conduct is inconsistent with it having the intention or ability to give effect to the terms and conditions of the Agreement;
- 18.2.3 is in material breach of any obligation which is capable of remedy, and that breach is not remedied within 30 days of the Supplier receiving notice specifying the breach and requiring it to be remedied;
- 18.2.4 undergoes a change of control within the meaning of section 416 of the Income and Corporation Taxes Act 1988;
- 18.2.5 breaches any of the provisions of clauses 9.2, 13, 14, 15 and 19; or
- 18.2.6 becomes insolvent, or if an order is made or a resolution is passed for the winding up of the Supplier (other than voluntarily for the purpose of solvent amalgamation or reconstruction), or if an administrator or administrative receiver is appointed in respect of the whole or any part of the Supplier's assets or business, or if the Supplier makes any composition with its creditors or takes or suffers any similar or analogous action (to any of the actions detailed in this clause 18.2.6) in consequence of debt in any jurisdiction.
- 18.3 The Supplier shall notify the Customer as soon as practicable of any change of control as referred to in clause 18.2.4 or any potential such change of control.
- 18.4 The Supplier may terminate the Agreement by written notice to the Customer if the Customer has not paid any undisputed amounts within 90 days of them falling due.
- 18.5 Termination or expiry of the Agreement shall be without prejudice to the rights of either Party accrued prior to termination or expiry and shall not affect the continuing rights of the Parties under this clause and clauses 2, 3.2, 8.1, 8.2, 8.6, 8.7, 9, 11, 12.2, 13, 14, 15, 16, 18.6, 19.4, 20.3, 21 and 22.7 or any other provision of the Agreement that either expressly or by implication has effect after termination.
- 18.6 Upon termination or expiry of the Agreement, or as notified by the Customer in advance of expiry of the Agreement, the Supplier shall:
  - 18.6.1 give all reasonable assistance to the Customer and any incoming supplier of the Services; and
  - 18.6.2 return all requested documents, information and data to the Customer as soon as reasonably practicable.
  - 18.6.3 comply with any requirements specified in Schedule 3 (Exit Management).

## 19 Compliance

- 19.1 The Supplier shall promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Agreement. The Customer shall promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer's premises and which may affect the Supplier in the performance of its obligations under the Agreement.
- 19.2 The Supplier shall:
  - 19.2.1 comply with all the Customer's health and safety measures while on the Customer's premises; and
  - 19.2.2 notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Agreement on the Customer's premises where that incident causes any personal injury or damage to property which could give rise to personal injury.
- 19.3 The Supplier shall:
  - 19.3.1 perform its obligations under the Agreement in accordance with all applicable equality Law and the Customer's equality and diversity policy as provided to the Supplier from time to time; and
  - 19.3.2 take all reasonable steps to secure the observance of clause 19.3.1 by all Staff.
- 19.4 The Supplier shall supply the Services in accordance with the Customer's environmental policy as provided to the Supplier from time to time.
- 19.5 The Supplier shall comply with, and shall ensure that its Staff shall comply with, the provisions of:
  - 19.5.1 the Official Secrets Acts 1911 to 1989; and
  - 19.5.2 section 182 of the Finance Act 1989.

# 20 Prevention of Fraud and Corruption

- 20.1 The Supplier shall not offer, give, or agree to give anything, to any person an inducement or reward for doing, refraining from doing, or for having done or refrained from doing, any act in relation to the obtaining or execution of the Agreement or for showing or refraining from showing favour or disfavour to any person in relation to the Agreement.
- 20.2 The Supplier shall take all reasonable steps, in accordance with good industry practice, to prevent fraud by the Staff and the Supplier (including its shareholders, members and directors) in connection with the Agreement and shall notify the Customer immediately if it has reason to suspect that any fraud has occurred or is occurring or is likely to occur.
- 20.3 If the Supplier or the Staff engages in conduct prohibited by clause 20.1 or commits fraud in relation to UNCLASSIFIED

the Agreement or any other contract with the Crown (including the Customer) the Customer may:

- 20.3.1 terminate the Agreement and recover from the Supplier the amount of any loss suffered by the Customer resulting from the termination, including the cost reasonably incurred by the Customer of making other arrangements for the supply of the Services and any additional expenditure incurred by the Customer throughout the remainder of the Agreement; or
- 20.3.2 recover in full from the Supplier any other loss sustained by the Customer in consequence of any breach of this clause.

## 21 Dispute Resolution

- 21.1 The Parties shall attempt in good faith to negotiate a settlement to any dispute between them arising out of or in connection with the Agreement and such efforts shall involve the escalation of the dispute to an appropriately senior representative of each Party.
- 21.2 If the dispute cannot be resolved by the Parties within one month of being escalated as referred to in clause 21.1, the dispute may by agreement between the Parties be referred to a neutral adviser or mediator (the "**Mediator**") chosen by agreement between the Parties. All negotiations connected with the dispute shall be conducted in confidence and without prejudice to the rights of the Parties in any further proceedings.
- 21.3 If the Parties fail to appoint a Mediator within one month, or fail to enter into a written agreement resolving the dispute within one month of the Mediator being appointed, either Party may exercise any remedy it has under applicable law.

#### 22 General

- Each of the Parties represents and warrants to the other that it has full capacity and authority, and all necessary consents, licences and permissions to enter into and perform its obligations under the Agreement, and that the Agreement is executed by its duly authorised representative.
- 22.2 A person who is not a party to the Agreement shall have no right to enforce any of its provisions which, expressly or by implication, confer a benefit on him, without the prior written agreement of the Parties.
- 22.3 The Agreement cannot be varied except in writing signed by a duly authorised representative of both the Parties.
- 22.4 The Agreement contains the entire agreement between the Parties and supersedes and replaces any prior written or oral agreements, representations or understandings between them. The Parties confirm that they have not entered into the Agreement on the basis of any representation that is not expressly

incorporated into the Agreement. Nothing in this clause shall exclude liability for fraud or fraudulent misrepresentation.

- 22.5 Any waiver or relaxation either partly, or wholly of any of the terms and conditions of the Agreement shall be valid only if it is communicated to the other Party in writing and expressly stated to be a waiver. A waiver of any right or remedy arising from a breach of contract shall not constitute a waiver of any right or remedy arising from any other breach of the Agreement.
- 22.6 The Agreement shall not constitute or imply any partnership, joint venture, agency, fiduciary relationship or other relationship between the Parties other than the contractual relationship expressly provided for in the Agreement. Neither Party shall have, nor represent that it has, any authority to make any commitments on the other Party's behalf.
- 22.7 Except as otherwise expressly provided by the Agreement, all remedies available to either Party for breach of the Agreement (whether under the Agreement, statute or common law) are cumulative and may be exercised concurrently or separately, and the exercise of one remedy shall not be deemed an election of such remedy to the exclusion of other remedies.
- 22.8 If any provision of the Agreement is prohibited by law or judged by a court to be unlawful, void or unenforceable, the provision shall, to the extent required, be severed from the Agreement and rendered ineffective as far as possible without modifying the remaining provisions of the Agreement, and shall not in any way affect any other circumstances of or the validity or enforcement of the Agreement.
- 22.9 If the Supplier's SME status changes over the duration of the Agreement they shall notify the Customer in writing.

#### 23 Notices

- 23.1 Any notice to be given under the Agreement shall be in writing and may be served by personal delivery, first class recorded or, subject to clause 23.3, e-mail to the address of the relevant Party set out in the Contract Details, or such other address as that Party may from time to time notify to the other Party in accordance with this clause:
- 23.2 Notices served as above shall be deemed served on the Working Day of delivery provided delivery is before 5.00pm on a Working Day. Otherwise delivery shall be deemed to occur on the next Working Day. An email shall be deemed delivered when sent unless an error message is received.
- 23.3 Notices under clauses 17 (Force Majeure) and 18 (Termination) may be served by email only if the original notice is then sent to the recipient by personal delivery or recorded delivery in the manner set out in clause 23.1.

# 24 Governing Law and Jurisdiction

24.1 The validity, construction and performance of the Agreement, and all contractual and non contractual matters arising out of it, shall be governed by English law and shall be subject to the exclusive jurisdiction of the English courts to which the Parties submit.

# Annex 2

## Charges

Save as otherwise expressly set out in this Annex or as otherwise agreed in accordance with Clause 5 (Contract Amendments and Variation), the Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Contract, and the Customer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Annex.

The Customer reserves the right to require evidence of costs incurred to support open book contract management and/or cost reimbursement.

All pricing shall be exclusive of VAT. Pricing shall not be subject to any indexation or inflationary uplift.

## Fixed Fee

The Customer shall pay the Supplier a fixed fee of £47,940 for delivery of the Services, such fee to be payable in accordance with Table A (Charges) and in two equal six-monthly instalments.

# Table A (Charges)

Product Nam e	Number of Seats/Panels/ Users	Price (per month)	Term in months	Total Price
1) API – Historical	1 key	£3,995	12	£47,940
2) Training & Support				£2,500
Subtotal				£50,440
Discount(s): - Training & Support				(£2,500)
Sales Tax				Applicable sales tax/VAT to be included upon invoicing
TOTAL	,	,		£47,940 GBP per Initial Term (excluding sales tax)

#### Annex 3

## **Specification**

The Supplier shall provide the Customer with access to relevant social media data sources via its 'Newswhip API' product licence, as more particularly described in Annex 4 (Supplier Proposal)

The Customer acknowledges that use of such licence is subject to the terms of third party sources as described below.

# **Terms of Third Party Sources**

Upon entering into this Contract and accessing NewsWhip Data, Customer agrees to also comply
with the terms of third party sources which are incorporated herein by reference including, but



Schedule 1: Processing, Personal Data and Data Subjects
[NOT USED]

- 1. The Supplier shall comply with any further written instructions with respect to Processing by the Customer.
- 2. Any such further instructions shall be incorporated into this Schedule.

Description	Details
Subject matter of the Processing	
Duration of the Processing	
Nature and purposes of the Processing	
Type of Personal Data	
Categories of Data Subject	
Data Storage and Flow	
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Law to preserve that type of data	

Schedule 2: Performance & Contract Management [NOT USED]

- 1.1 The purpose of this Schedule is to set out the contract management requirements.
- 1.2 The Customer reserves the right to adjust, introduce new, or remove KPIs or reporting requirements throughout the Term, however any significant changes shall be agreed between the Customer and the Supplier in writing via a Contract Variation Form.
- 1.3 The below table sets out the **Key Performance Indicators (KPIs)** by which the Supplier's overall performance under this Agreement shall be monitored and managed.
- 1.4 The Supplier shall use all reasonable endeavours to meet the KPI targets identified in the table below.

KPI	KPI target

1.5 The Supplier shall provide contract management reporting as set out in the table below.

REPORT TITLE	CONTENT	FORMAT	FREQUENCY

1.6 The Parties shall hold **contract management meetings** as set out in the table below.

EETING TLE	CONTENT	LOCATION	· ·	ADMIN RESPONSIBILITY	ATTENDEES

# Schedule 3: Exit Management [NOT USED]

- 1. The Supplier shall comply with the below requirements, upon expiry or termination of the Agreement, or upon notice thereof.
- 2. The Supplier shall comply with any further written instructions with respect to exit management reasonably requested by the Customer.
- 3. Any such further instructions shall be incorporated into this Schedule via execution of a Contract Variation Form.

#### **Responsibilities of the Customer:**

The Customer shall notify the Supplier with X days of any information being required, and shall provide details of the information required to be provided by the Supplier and the required format, dates, process, means, and recipient for transfer of information.

#### Responsibilities of the Supplier:

The Supplier shall provide the data and/or information requested by the Customer within X days of their request, and complying with the details of the request.

Hand over of data / Confidential Information / other [provide details]

Destroy data / Personal Data / Confidential Information / other [provide details]

Provide knowledge transfer / training sessions to Customer staff as follows: [provide details]

Provide a lessons learned report. [provide details]

Return equipment / information to the Customer [provide details]

Work as reasonably required with any new supplier taking over the Service to ensure a smooth transition [provide details]

#### Schedule 4: Variation Form



CONTRACT TITLE: [insert]

CONTRACT REF NUMBER: [10XXXX]

VARIATION NUMBER: [1]

AGREEMENT (CONTRACT) DATE: [DD/MM/YYYY]

DCMS Requestor details: [name, title, email]

PARTIES:

Customer: Department for Digital, Culture, Media & Sport (DCMS)

Supplier: [Supplier Name]

Words and expressions in this Variation shall have the meaning given to them in the Agreement.

The Agreement, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

PART 1: SCOPE OF REQUEST:			
REQUEST DATE: [insert]			
Background and substantiation for request: [insert]			
Outline Scope of request: [insert]			
Assumptions & Exclusions: [insert]			
Activity Start date(s) / Finish date(s): [insert]			
PART 1 APPROVAL:			
Customer Contract Manager:	Customer Commercial Lead:		
Signature:	Signature:		
Full Name:	Full Name:		
Title:	Title:		
Date:	Date:		

PART 2: QUOTATION DETAILS:				
QUOTATION DATE: [insert]				
Assumptions & Exclusions: [insert]				
A akin iku Chamb daka/a\ / Finish daka/a\ [inaamb]				
Activity Start date(s) / Finish date(s): [insert]				
Resources: [insert]				
Quotation: [insert]				
DADT 2 ADDD 0 // //				
PART 2 APPROVAL:				
Supplier:				
Signature:				
oightear c.				
Full Name:				
Title:				
Date:				
PART 3: VARIATION DETAILS:				
VARIATION EFFECTIVE DATE: [insert]				
Deliverable(s)/Activity: [insert]				
6 1				
Resources: [insert]				
Authorised Charges: [insert]				
PART 3 APPROVAL:				
Customer Contract Manager / Budget Holder:	Customer Commercial Director:			
Signature:	Signature:			
Full Names	Eull Name:			
Full Name:	Full Name:			
Title:	Title:			
Date:	Date:			

# Schedule 5: Key Personnel [NOT USED]

Name	Title	Emai	I

# Annex 4 Supplier Proposal

The Services to be delivered are as defined in the Supplier's product and service offering, <a href="https://www.newswhip.com/newswhip-api/">https://www.newswhip.com/newswhip-api/</a>



# G-Cloud 12 Call-Off Contract

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

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# Part A: Order Form

Digital Marketplace service ID number	323736077960643
Call-Off Contract reference	102887
Call-Off Contract title	Counter Disinformation Data Project - Technical Build Team
Call-Off Contract description	Design and build of a prototype
Start date	Effective from 11th April 2022
Expiry date	31st March 2023
Call-Off Contract value	Estimated as £1,300,000.00
Charging method	BACS Payment
Purchase order number	A purchase order number shall be issued following contract signature

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

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

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

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

From the Buyer	Department for Digital, Culture, Media and Sport  100 Parliament Street
	London
	SW1A 2BQ
To the Supplier	Faculty Science Ltd
	Level 6, 160 Old Street
	London
	EC1V 9BW
	Company number: 8873131
Together the 'Parties'	

Principal contact details

For the Buyer:

For the Supplier:

# Call-Off Contract term

Start date	This Call-Off Contract is effective from <b>11th April 2022</b> and is valid until 31 March 2023.
Ending (termination)	The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> Working Days from the date of written notice for undisputed sums (as per clause 18.6).

The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).  Extension period  This Call-off Contract can be extended by the Buyer for a period or periods of up to 6 months, by giving the Supplier 2 weeks written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.  Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.  The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.  If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the		
This Call-off Contract can be extended by the Buyer for a period or periods of up to 6 months, by giving the Supplier 2 weeks written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.  Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.  The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.  If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend		the date of written notice for Ending without cause (as per
Government Digital Service (GDS). Further guidance: <a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a>	Extension period	period or periods of up to 6 months, by giving the Supplier 2 weeks written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.  Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.  The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.  If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:

# Buyer contractual details

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

G-Cloud lot	This Call-Off Contract is for the provision of Services under:  • Lot 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:  • Build of a data sharing solution  • Testing of solution by initial analysis of content and trends

Additional Services  Location	The agile nature of the Counter Disinformation Data Project dictates that requirements may evolve and change over the course of the Term, resulting in a need for additional cloud support services.  Additional services as set out within the Supplier service definition as published on G-Cloud 12 may be called upon during the contractual Term. Any additional services will be priced in line with Schedule 2 of this Call-Off Contract.  The Services will be delivered to 100 Parliament Street, London, SW1A 2BQ, or as otherwise reasonably required by the Buyer.
Quality standards	The quality standards required for this Call-Off Contract are as defined in the Supplier's G-Cloud 12 Service Description, <a href="https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643">https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643</a>
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as defined in the Supplier's G-Cloud 12 Service Description; https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643 Such technical standards shall include, if relevant, compliance with:  PSN standards GDS service standards including the Service Design Manual, Technology Code of Practice and wider industry standards Cabinet Office service standard delivery methodology Government security requirements Cloud security principles Government data handling standards Microsoft best practice standards
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as defined in the Supplier's G-Cloud 12 Service Description; <a href="https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643">https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643</a>

Onboarding	An initial implementation meeting will take place between the Buyer and Supplier upon commencement of the Call-Off Contract. The Supplier will provide a delivery plan setting out how they will deliver the deliverables as required by the Buyer. This will be done in accordance with Schedule 1 of this Call-Off Contract.
Offboarding	The Supplier shall, if required by the Buyer, develop, for consideration by the Buyer, an exit plan that provides a detailed description of how the Services will be ceased and transferred to a replacement service provider, in the event that such exit assistance is required. The exit plan shall be produced within one (1) month of notification by the Buyer.  The exit plan shall include as a minimum:  • A detailed description of how the Services will be ceased and transferred to a replacement service provider.  • Details of how relevant knowledge and documentation will be transferred to the replacement service provider.  • Details of the Supplier Staff responsible for implementing the plan.  • Proposals for the supply of any other information or assistance reasonably required by the Buyer or replacement service provider in order to effect an orderly transition of the Services.  The Buyer shall notify the Supplier, within twenty (20) Working Days of receipt, of any suggested revisions to the exit plan and such suggested revisions shall be discussed and resolved within ten (10) Working Days. The agreed exit plan shall be signed as approved by each Party within (30) Working Days after submission of the draft exit plan.  The Supplier shall update the exit plan when reasonably requested by the Buyer.  The Supplier will provide all reasonable co-operation in the implementation of the exit plan over the exit assistance period required by the Buyer.
Collaboration agreement	Not used

Limit on Parties'	The annual liability of either Party for all Property Defaults will not exceed £1m.  The annual liability for Buyer Data Defaults will not exceed £1m or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).  The annual liability for all other Defaults will not exceed the greater of £1m or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance	<ul> <li>The insurance(s) required will be:</li> <li>a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits;  Clauses 7.4 to 7.13 of the Framework Agreement are applicable.

Buyer's responsibilities	The Buyer is responsible for arranging access for the Supplier to any of the Buyer's premises as required in order to meet the terms of this Call-Off Contract.  The Buyer is responsible for ensuring the Supplier has access to the appropriate systems, materials and stakeholders required to deliver the deliverables under this Call-Off Contract.
Buyer's equipment	The Buyer will, where appropriate, provide Supplier Staff with a laptop enabled with connectivity and appropriate access rights to the Buyer's ICT systems.

# Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners - Not Applicable	•

# Call-Off Contract charges and payment

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

Payment method	The payment method for this Call-Off Contract is BACS transfer
Payment profile	The payment profile for this Call-Off Contract is based on the payment milestones set out in Schedule 2
Invoice details	The Supplier will issue electronic invoices upon completion of the relevant milestones set out in Schedule 2. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

Who and where to send invoices to	Invoices will be sent to compliant invoices will be sent back to you, which may lead to a delay in payment. If you have a query regarding an outstanding payment please contact or
Invoice information required	All invoices must include:  • A valid Purchase Order reference as provided by the Buyer,  • A Supplier invoice reference as provided by the Supplier  • A full breakdown of services provided including:  • Name of Supplier Staff providing Services  • Day rate being charged against in accordance with Schedule 2  • Total number of days charged
Invoice frequency	Invoices will be sent to the Buyer upon completion of the relevant milestones set out in Schedule 2.
Call-Off Contract value	The total value of this Call-Off Contract is estimated to be £1,300,00.00
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2.

# Additional Buyer terms

Performance of the Service and Deliverables	The performance and deliverables of Services provided will be monitored in accordance with Schedule 1 of this Call-Off Contract.
Guarantee	Not used

# Warranties. **Supplier Warranties** representations In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that the Services will meet the Buyer's requirements and will be delivered with reasonable skill and care. If the Services do not conform to the foregoing undertaking the Supplier will, at its own expense, use all reasonable endeavours to correct any such non-conformance promptly, or provide the Buyer with an alternative means of accomplishing the required conformance. **Buyer Warranties** Not used Supplemental requirements in addition to the Call-Off terms Alternative clauses Not used **Buyer specific** The "Relevant person" definition in Schedule 6 shall be amendments amended and capitalised to be "Relevant Person". to/refinements of the Clause 11.3 shall be amended so that "IPRs" is deleted and **Call-Off Contract terms** replaced by "Project Specific IPRs". Clause 11.7.1 shall be amended so that following "supplied by the Buyer...", the following shall be inserted: "or used by the Supplier on the instructions of the Buyer..." The following shall be inserted as Clause 12.4: 12.4: Notwithstanding any clause or statement in this Call-off Contract, Framework Agreement,

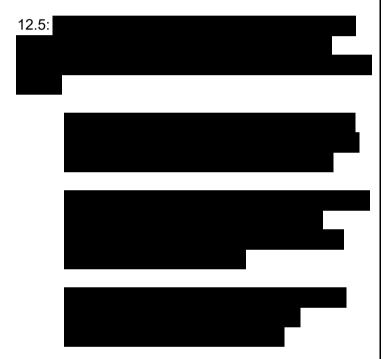
Order Form or related schedules or appendixes, the Buyer:

12.4.1 agrees that it shall be Data Controller, for purposes of all Buyer Data;

12.4.2 hereby appoints Supplier as Data Processor for purposes set out in Schedule 7 of this Call-off Contract; and

12.4.3 shall comply with all applicable Data Protection Laws that it is subject to as Data Controller.

The following shall be inserted as Clause 12.5:



The following shall be inserted as Clause 12.6:

12.6: At least 30 days prior to the Buyer transferring, assigning, or sub-licensing any of its rights under this Agreement, including under Clause 11 or under Clause 8.37 of the Framework Agreement:

12.6.1 the Buyer shall provide written notice to the Supplier of such transfer, assignment or sublicence, including (i) details of the transferee or assignee or sublicensee; the (ii) intent of the transfer; and (iii) any other relevant information for Supplier; and

12.6.2 the Buyer and Supplier shall discuss in good faith any changes or updates that may need to be made to the Services and whether

	any additional governance protocols should be adopted.
	The following shall be inserted as Clause 12.7:
	12.7 Subject to Clause 12.6, the Buyer acknowledges that best efforts shall be made to carry out its obligations in respect of Clauses 12.6.1 and 12.6.2 with notice of 60 days.
	Clause 15.1 shall be amended so that "software created for the Buyer" is deleted and replaced with "Project Specific IPRs".
Public Services Network (PSN)	Not Applicable
Personal Data and Data Subjects	Annex 1 of Schedule 7 shall apply to this Call-Off Contract

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

# 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name		
Title		
Signature		
Date		

# **Schedule 1: Services**

The Supplier shall meet and fulfil the services, functions, responsibilities, requirements and deliverables specified in this Schedule and elsewhere in this Call-Off Contract and any incidental services, functions, responsibilities, requirements and deliverables not specified in the Call-Off Contract as within the scope of Supplier's responsibilities to fulfil and perform but that are reasonably necessarily and inherent for, or related to, the proper and timely performance and provision of the services;

#### **Purpose and Policy Context**

The Counter Disinformation Data Platform (CDDP) project is an innovative project which focuses on the development of technological solutions to address the barriers of cross Whitehall working, in order to create a commonly understood information picture regarding disinformation narratives and make more effective use of departmental expertise.

Phase 1 of the project has led to the development of a discovery report for the Buyer that presents two routes for a Minimum Viable Product (MVP) to be delivered during Phase 2 of this project; this Discovery Report shall be made available to the Supplier as required.



#### **Overview of Requirement**

The Supplier shall support the Buyer in delivery of Phase 2 of the CDDP project through the design, build and testing of a prototype data sharing solution as scoped during Phase 1;

The Delivery Milestones of Phase 2 are outlined in Table B below.

#### **Delivery Approach**

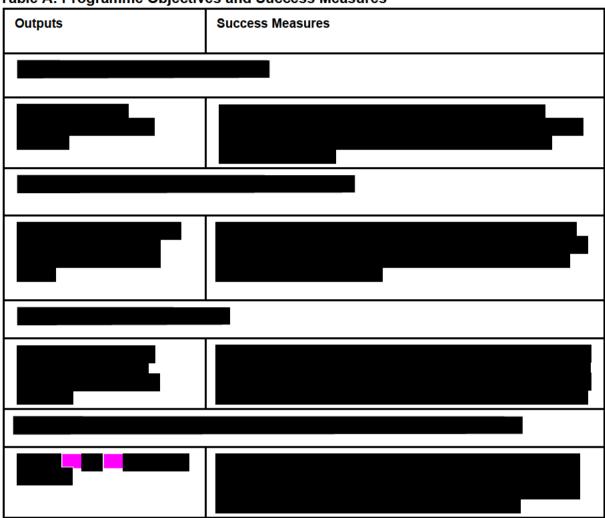
The Supplier shall adhere to the delivery approach outlined below:



Such activities as described above shall be undertaken in accordance with the Supplier's RFC response at Attachment A and service description and service definition document, details of which can be found at; <a href="https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643">https://www.digitalmarketplace.service.gov.uk/g-cloud/services/323736077960643</a>

The Supplier shall deliver the Services in such a manner as to align with, and proactively support the Buyer in achievement of, the relevant programme objectives and associated success measures described in Table A.

**Table A: Programme Objectives and Success Measures** 



## **Delivery Milestones**

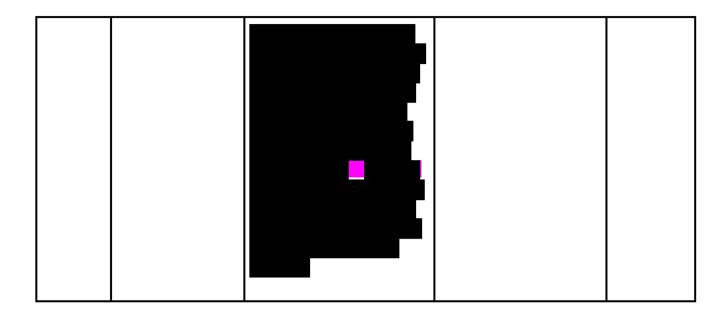
Activities shall be completed and outputs delivered in accordance with Table B (Delivery Milestones) and the Milestone Acceptance Process

**Table B: Delivery Milestones** 

Number	Milestone	Milestone Description	Milestone Acceptance Criteria	Milestone Delivery Timeline
1				15 July 2022



3		20th January 2023
4		10th March 2023



#### Milestone Acceptance Process

Upon completion of a milestone the Supplier shall submit the relevant deliverables to the Buyer for review; such review to include quality assurance by Buyer technical analysts regarding the extent to which the deliverables have met the relevant milestone acceptance criteria. The Buyer shall, within 15 days of receipt of deliverables, either confirm to the Supplier that such deliverables are satisfactory or notify the Supplier regarding any requirement for amendments or adjustments. The Supplier shall, within 10 days of notification by the Buyer, undertake any remedial action reasonably required and re-submit to the Buyer for approval. Should the deliverables remain unsatisfactory to the Buyer the matter shall be resolved in accordance with Clause 9 (Dispute Resolution Process)

For software release deliverables, in accordance with agile principles, the scope will fluctuate throughout the project lifecycle when agreed by the Buyer.



#### **Review Checkpoint Process**

Upon completion of Milestone 2 the Parties shall undertake a joint review process, to agree the detailed particulars of activity to be undertaken in respect of Milestones 3 and 4 and associated acceptance criteria. The Supplier acknowledges that such activity may include, but is not limited to;





The Parties agree that, when refining the scope of the MVP for Milestones 3 and 4 in the Review Checkpoint Process, they shall remain within the framework of the user acceptance testing outlined for Milestone 2, including that the tool has:

• any other criteria agreed between the Parties

#### **Project Management**

Supplier representatives shall be required to attend an introductory meeting with relevant Buyer representatives to review the particulars and practical detail of progress reporting, and agree points of contact. Supplier representatives shall, if required, attend weekly meetings with nominated Buyer representatives, to discuss any emerging delivery issues and review Supplier performance.

# Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. Save as otherwise expressly set out in this Schedule or as otherwise agreed in accordance with Clause 32 (Variation), the Charges are inclusive of all costs and expenses incurred by the Supplier in connection with providing the Services in accordance with this Call-Off Contract, and the Buyer shall not be charged for any costs of the Supplier to provide the Services unless a specific rate or charge is set out in this Schedule.

All monetary figures in this Schedule are exclusive of VAT.

#### Fixed Fees and Milestones

The Buyer shall pay the Supplier a fixed fee of £814,650 for delivery of Milestones 1 and 2, such fees to be payable in accordance with Table C (Payment Milestones). Relevant milestones shall become payable upon Buyer acceptance of the relevant deliverables, in accordance with the milestone acceptance process set out in Schedule 1.

A fixed fee for delivery of milestones 3 and 4 shall be agreed between the Parties in accordance with the Review Checkpoint Process set out in Schedule 1. Relevant milestones shall become payable upon Buyer acceptance of the relevant deliverables, in accordance with the milestone acceptance process set out in Schedule 1.

The fixed fee for milestones 3 and 4 shall be calculated in accordance with Table E (Rate Card); the Supplier acknowledges that such fees shall not, in any event, exceed the indicative charges set out in Table D (Indicative Charges - Milestones 3 and 4)

**Table C: Payment Milestones** 

Number	Milestone	Price Exc VAT
1		£352,720
2		£461,930
	Total Fixed Price for Delivery of MVP	£814,650

Table D (Indicative Charges - Milestones 3 and 4)

Number	Milestone	Indicative Price
3		£400,000
4		£50,000

#### **Compute & Storage Costs**

Additional compute and storage charges shall apply to data storage and compute resources that are incurred by the Supplier as a result of hosting the platform on the Supplier's Frontier Faculty Platform in relation to completion of the milestones. It is anticipated that such charges shall not exceed £30,000. Should the Supplier consider that such charges are materially likely to exceed £30,000 the following actions shall be undertaken: (i) prior to incurring such cost, the Supplier shall notify the Buyer of the expected increase in cost and shall detail the nature of such costs (including evidence and documentation as may be available); (ii) the Parties shall agree any cost mitigation measures to be put in place; and (iii) the Supplier shall provide the Buyer with an updated cost estimate for the Term.

The Supplier shall invoice the Buyer for any incurred storage and compute costs in accordance with the Payment Milestones detailed in Tables C and D.

#### **Contract Extension**

If the Buyer extends the Term in accordance with the Call-Off Contract, the terms and conditions of the Call-Off Contract shall continue to apply. Any requirement by the Buyer for additional services shall be calculated in accordance with Table E (Rate Card)

Table E: Rate Card

## **Exit Assistance Charges**

Exit assistance requested by the Buyer pursuant to its offboarding requirements shall be at no cost or charge to the Buyer if it is within the scope of an activity already covered by the Charges and has been paid for by the Buyer or is of general nature in accordance with the offboarding obligations of the Supplier pursuant to this Call-Off Contract. Any applicable fees will be subject to agreement between the Parties.

### Part B: Terms and conditions

- 1. Call-Off Contract Start date and length
- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
  - 4.1 (Warranties and representations)
  - 4.2 to 4.7 (Liability)
  - 4.11 to 4.12 (IR35)
  - 5.4 to 5.5 (Force majeure)
  - 5.8 (Continuing rights)
  - 5.9 to 5.11 (Change of control)
  - 5.12 (Fraud)
  - 5.13 (Notice of fraud)
  - 7.1 to 7.2 (Transparency)
  - 8.3 (Order of precedence)
  - 8.6 (Relationship)
  - 8.9 to 8.11 (Entire agreement)
  - 8.12 (Law and jurisdiction)
  - 8.13 to 8.14 (Legislative change)
  - 8.15 to 8.19 (Bribery and corruption)
  - 8.20 to 8.29 (Freedom of Information Act)
  - 8.30 to 8.31 (Promoting tax compliance)
  - 8.32 to 8.33 (Official Secrets Act)
  - 8.34 to 8.37 (Transfer and subcontracting)
  - 8.40 to 8.43 (Complaints handling and resolution)
  - 8.44 to 8.50 (Conflicts of interest and ethical walls)
  - 8.51 to 8.53 (Publicity and branding)
  - 8.54 to 8.56 (Equality and diversity)
  - 8.59 to 8.60 (Data protection
  - 8.64 to 8.65 (Severability)
  - 8.66 to 8.69 (Managing disputes and Mediation)
  - 8.80 to 8.88 (Confidentiality)

- 8.89 to 8.90 (Waiver and cumulative remedies)
- 8.91 to 8.101 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement glossary and interpretation
- any audit provisions from the Framework Agreement set out by the Buyer in the Order Form
- 2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:
  - 2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'
  - 2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'
  - 2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract
- 2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.
- 2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.
- 2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.
- 3. Supply of services
- 3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier's Application.
- 3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Order Form.
- 4. Supplier staff
- 4.1 The Supplier Staff must:
  - 4.1.1 be appropriately experienced, qualified and trained to supply the Services
  - 4.1.2 apply all due skill, care and diligence in faithfully performing those duties
  - 4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer
  - 4.1.4 respond to any enquiries about the Services as soon as reasonably possible
  - 4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer
- 4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

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

## 5. Due diligence

- 5.1 Both Parties agree that when entering into a Call-Off Contract they:
  - 5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party
  - 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms
  - 5.1.3 have raised all due diligence questions before signing the Call-Off Contract
  - 5.1.4 have entered into the Call-Off Contract relying on its own due diligence
- 6. Business continuity and disaster recovery
- 6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.
- 6.2 The Supplier's business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required.
- 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer's own plans.
- 7. Payment, VAT and Call-Off Contract charges
- 7.1 The Buyer must pay the Charges following clauses 7.2 to 7.11 for the Supplier's delivery of the Services.

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

#### 9. Insurance

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

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

- 9.8.1 premiums, which it will pay promptly
- 9.8.2 excess or deductibles and will not be entitled to recover this from the Buyer

## 10. Confidentiality

10.1 Subject to clause 24.1 the Supplier must during and after the Term keep the Buyer fully indemnified against all Losses, damages, costs or expenses and other liabilities (including legal fees) arising from any breach of the Supplier's obligations under the Data Protection Legislation or under incorporated Framework Agreement clauses 8.80 to 8.88. The indemnity doesn't apply to the extent that the Supplier breach is due to a Buyer's instruction.

## 11. Intellectual Property Rights

- 11.1 Unless otherwise specified in this Call-Off Contract, a Party will not acquire any right, title or interest in or to the Intellectual Property Rights (IPRs) of the other Party or its Licensors.
- 11.2 The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use the Project Specific IPRs and any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities.
- 11.3 The Supplier must obtain the grant of any third-party IPRs and Background IPRs so the Buyer can enjoy full use of the Project Specific IPRs, including the Buyer's right to publish the IPR as open source.
- 11.4 The Supplier must promptly inform the Buyer if it can't comply with the clause above and the Supplier must not use third-party IPRs or Background IPRs in relation to the Project Specific IPRs if it can't obtain the grant of a licence acceptable to the Buyer.
- 11.5 The Supplier will, on written demand, fully indemnify the Buyer and the Crown for all Losses which it may incur at any time from any claim of infringement or alleged infringement of a third party's IPRs because of the:
  - 11.5.1 rights granted to the Buyer under this Call-Off Contract
  - 11.5.2 Supplier's performance of the Services
  - 11.5.3 use by the Buyer of the Services
- 11.6 If an IPR Claim is made, or is likely to be made, the Supplier will immediately notify the Buyer in writing and must at its own expense after written approval from the Buyer, either:
  - 11.6.1 modify the relevant part of the Services without reducing its functionality or performance
  - 11.6.2 substitute Services of equivalent functionality and performance, to avoid the infringement or the alleged infringement, as long as there is no additional cost or burden to the Buyer
  - 11.6.3 buy a licence to use and supply the Services which are the subject of the alleged infringement, on terms acceptable to the Buyer

- 11.7 Clause 11.5 will not apply if the IPR Claim is from:
  - 11.7.1 the use of data supplied by the Buyer which the Supplier isn't required to verify under this Call-Off Contract
  - 11.7.2 other material provided by the Buyer necessary for the Services
- 11.8 If the Supplier does not comply with clauses 11.2 to 11.6, the Buyer may End this Call-Off Contract for Material Breach. The Supplier will, on demand, refund the Buyer all the money paid for the affected Services.
- 12. Protection of information
- 12.1 The Supplier must:
  - 12.1.1 comply with the Buyer's written instructions and this Call-Off Contract when Processing Buyer Personal Data
  - 12.1.2 only Process the Buyer Personal Data as necessary for the provision of the G-Cloud Services or as required by Law or any Regulatory Body
  - 12.1.3 take reasonable steps to ensure that any Supplier Staff who have access to Buyer Personal Data act in compliance with Supplier's security processes
- 12.2 The Supplier must fully assist with any complaint or request for Buyer Personal Data including by:
  - 12.2.1 providing the Buyer with full details of the complaint or request
  - 12.2.2 complying with a data access request within the timescales in the Data Protection Legislation and following the Buyer's instructions
  - 12.2.3 providing the Buyer with any Buyer Personal Data it holds about a Data Subject (within the timescales required by the Buyer)
  - 12.2.4 providing the Buyer with any information requested by the Data Subject
- 12.3 The Supplier must get prior written consent from the Buyer to transfer Buyer Personal Data to any other person (including any Subcontractors) for the provision of the G-Cloud Services.
- 13. Buyer data
- 13.1 The Supplier must not remove any proprietary notices in the Buyer Data.
- 13.2 The Supplier will not store or use Buyer Data except if necessary to fulfil its obligations.

- 13.3 If Buyer Data is processed by the Supplier, the Supplier will supply the data to the Buyer as requested.
- 13.4 The Supplier must ensure that any Supplier system that holds any Buyer Data is a secure system that complies with the Supplier's and Buyer's security policies and all Buyer requirements in the Order Form.
- 13.5 The Supplier will preserve the integrity of Buyer Data processed by the Supplier and prevent its corruption and loss.
- 13.6 The Supplier will ensure that any Supplier system which holds any protectively marked Buyer Data or other government data will comply with:
  - 13.6.1 the principles in the Security Policy Framework:

    <a href="https://www.gov.uk/government/publications/security-policy-framework and">https://www.gov.uk/government/publications/security-policy-framework and</a>

    the Government Security Classification policy:

    <a href="https://www.gov.uk/government/publications/government-security-classifications">https://www.gov.uk/government/publications/government-security-classifications</a>
  - 13.6.2 guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

    https://www.cpni.gov.uk/centent/adopt.risk.management.approach.and

https://www.cpni.gov.uk/content/adopt-risk-management-approach and Protection of Sensitive Information and Assets:

https://www.cpni.gov.uk/protection-sensitive-information-and-assets



13.6.4 government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint:

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



- 13.6.6 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:

  <a href="https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice">https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</a>
- 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
- The Supplier will immediately notify the Buyer of any breach of security of Buyer's Confidential Information (and the Buyer of any Buyer Confidential Information breach). Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer's Confidential Information however it may be recorded.



- 16.7 If a Buyer has requested in the Order Form that the Supplier has a Cyber Essentials certificate, the Supplier must provide the Buyer with a valid Cyber Essentials certificate (or equivalent) required for the Services before the Start date.
- 17. Guarantee
- 17.1 If this Call-Off Contract is conditional on receipt of a Guarantee that is acceptable to the Buyer, the Supplier must give the Buyer on or before the Start date:
  - 17.1.1 an executed Guarantee in the form at Schedule 5
  - 17.1.2 a certified copy of the passed resolution or board minutes of the guarantor approving the execution of the Guarantee
- 18. Ending the Call-Off Contract
- 18.1 The Buyer can End this Call-Off Contract at any time by giving 30 days' written notice to the Supplier, unless a shorter period is specified in the Order Form. The Supplier's obligation to provide the Services will end on the date in the notice.
- 18.2 The Parties agree that the:
  - 18.2.1 Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided
  - 18.2.2 Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's avoidable costs or Losses

- 18.3 Subject to clause 24 (Liability), if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any commitments, liabilities or expenditure which result in any unavoidable Loss by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Loss. If the Supplier has insurance, the Supplier will reduce its unavoidable costs by any insurance sums available. The Supplier will submit a fully itemised and costed list of the unavoidable Loss with supporting evidence.
- 18.4 The Buyer will have the right to End this Call-Off Contract at any time with immediate effect by written notice to the Supplier if either the Supplier commits:
  - 18.4.1 a Supplier Default and if the Supplier Default cannot, in the reasonable opinion of the Buyer, be remedied
  - 18.4.2 any fraud
- 18.5 A Party can End this Call-Off Contract at any time with immediate effect by written notice if:
  - 18.5.1 the other Party commits a Material Breach of any term of this Call-Off Contract (other than failure to pay any amounts due) and, if that breach is remediable, fails to remedy it within 15 Working Days of being notified in writing to do so
  - 18.5.2 an Insolvency Event of the other Party happens
  - 18.5.3 the other Party ceases or threatens to cease to carry on the whole or any material part of its business
- 18.6 If the Buyer fails to pay the Supplier undisputed sums of money when due, the Supplier must notify the Buyer and allow the Buyer 5 Working Days to pay. If the Buyer doesn't pay within 5 Working Days, the Supplier may End this Call-Off Contract by giving the length of notice in the Order Form.
- 18.7 A Party who isn't relying on a Force Majeure event will have the right to End this Call-Off Contract if clause 23.1 applies.
- 19. Consequences of suspension, ending and expiry
- 19.1 If a Buyer has the right to End a Call-Off Contract, it may elect to suspend this Call-Off Contract or any part of it.
- 19.2 Even if a notice has been served to End this Call-Off Contract or any part of it, the Supplier must continue to provide the Ordered G-Cloud Services until the dates set out in the notice.
- 19.3 The rights and obligations of the Parties will cease on the Expiry Date or End Date whichever applies) of this Call-Off Contract, except those continuing provisions described in clause 19.4.
- 19.4 Ending or expiry of this Call-Off Contract will not affect:
  - 19.4.1 any rights, remedies or obligations accrued before its Ending or expiration

- 19.4.2 the right of either Party to recover any amount outstanding at the time of Ending or expiry
- 19.4.3 the continuing rights, remedies or obligations of the Buyer or the Supplier under clauses
  - 7 (Payment, VAT and Call-Off Contract charges)
  - 8 (Recovery of sums due and right of set-off)
  - 9 (Insurance)
  - 10 (Confidentiality)
  - 11 (Intellectual property rights)
  - 12 (Protection of information)
  - 13 (Buyer data)
  - 19 (Consequences of suspension, ending and expiry)
  - 24 (Liability); incorporated Framework Agreement clauses: 4.2 to 4.7 (Liability)
  - 8.44 to 8.50 (Conflicts of interest and ethical walls)
  - 8.89 to 8.90 (Waiver and cumulative remedies)
- 19.4.4 any other provision of the Framework Agreement or this Call-Off Contract which expressly or by implication is in force even if it Ends or expires
- 19.5 At the end of the Call-Off Contract Term, the Supplier must promptly:
  - 19.5.1 return all Buyer Data including all copies of Buyer software, code and any other software licensed by the Buyer to the Supplier under it
  - 19.5.2 return any materials created by the Supplier under this Call-Off Contract if the IPRs are owned by the Buyer
  - 19.5.3 stop using the Buyer Data and, at the direction of the Buyer, provide the Buyer with a complete and uncorrupted version in electronic form in the formats and on media agreed with the Buyer
  - 19.5.4 destroy all copies of the Buyer Data when they receive the Buyer's written instructions to do so or 12 calendar months after the End or Expiry Date, and provide written confirmation to the Buyer that the data has been securely destroyed, except if the retention of Buyer Data is required by Law
  - 19.5.5 work with the Buyer on any ongoing work
  - 19.5.6 return any sums prepaid for Services which have not been delivered to the Buyer, within 10 Working Days of the End or Expiry Date
- 19.6 Each Party will return all of the other Party's Confidential Information and confirm this has been done, unless there is a legal requirement to keep it or this Call-Off Contract states otherwise.
- 19.7 All licences, leases and authorisations granted by the Buyer to the Supplier will cease at the end of the Call-Off Contract Term without the need for the Buyer to serve notice except if this Call-Off Contract states otherwise.

#### 20. Notices

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

### 21. Exit plan

- 21.1 The Supplier must provide an exit plan in its Application which ensures continuity of service and the Supplier will follow it.
- 21.2 When requested, the Supplier will help the Buyer to migrate the Services to a replacement supplier in line with the exit plan. This will be at the Supplier's own expense if the Call-Off Contract Ended before the Expiry Date due to Supplier cause.
- 21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.
- 21.4 The Supplier must ensure that the additional exit plan clearly sets out the Supplier's methodology for achieving an orderly transition of the Services from the Supplier to the Buyer or its replacement Supplier at the expiry of the proposed extension period or if the contract Ends during that period.
- 21.5 Before submitting the additional exit plan to the Buyer for approval, the Supplier will work with the Buyer to ensure that the additional exit plan is aligned with the Buyer's own exit plan and strategy.
- 21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:
  - 21.6.1 the Buyer will be able to transfer the Services to a replacement supplier before the expiry or Ending of the extension period on terms that are commercially reasonable and acceptable to the Buyer
  - 21.6.2 there will be no adverse impact on service continuity

- 21.6.3 there is no vendor lock-in to the Supplier's Service at exit
- 21.6.4 it enables the Buyer to meet its obligations under the Technology Code Of Practice
- 21.7 If approval is obtained by the Buyer to extend the Term, then the Supplier will comply with its obligations in the additional exit plan.
- 21.8 The additional exit plan must set out full details of timescales, activities and roles and responsibilities of the Parties for:
  - 21.8.1 the transfer to the Buyer of any technical information, instructions, manuals and code reasonably required by the Buyer to enable a smooth migration from the Supplier
  - 21.8.2 the strategy for exportation and migration of Buyer Data from the Supplier system to the Buyer or a replacement supplier, including conversion to open standards or other standards required by the Buyer
  - 21.8.3 the transfer of Project Specific IPR items and other Buyer customisations, configurations and databases to the Buyer or a replacement supplier
  - 21.8.4 the testing and assurance strategy for exported Buyer Data
  - 21.8.5 if relevant, TUPE-related activity to comply with the TUPE regulations
  - 21.8.6 any other activities and information which is reasonably required to ensure continuity of Service during the exit period and an orderly transition
- 22. Handover to replacement supplier
- 22.1 At least 10 Working Days before the Expiry Date or End Date, the Supplier must provide any:
  - 22.1.1 data (including Buyer Data), Buyer Personal Data and Buyer Confidential Information in the Supplier's possession, power or control
  - 22.1.2 other information reasonably requested by the Buyer
- 22.2 On reasonable notice at any point during the Term, the Supplier will provide any information and data about the G-Cloud Services reasonably requested by the Buyer (including information on volumes, usage, technical aspects, service performance and staffing). This will help the Buyer understand how the Services have been provided and to run a fair competition for a new supplier.
- 22.3 This information must be accurate and complete in all material respects and the level of detail must be sufficient to reasonably enable a third party to prepare an informed offer for replacement services and not be unfairly disadvantaged compared to the Supplier in the buying process.

# 23. Force majeure

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

# 24. Liability

- 24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for Defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:
  - 24.1.1 Property: for all Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form
  - 24.1.2 Buyer Data: for all Defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, will not exceed the amount in the Order Form
  - 24.1.3 Other Defaults: for all other Defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.

#### 25. Premises

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

- 25.5.4 immediately notify the Buyer of any incident on the premises that causes any damage to Property which could cause personal injury
- 25.6 The Supplier will ensure that its health and safety policy statement (as required by the Health and Safety at Work etc Act 1974) is made available to the Buyer on request.

# 26. Equipment

- 26.1 The Supplier is responsible for providing any Equipment which the Supplier requires to provide the Services.
- 26.2 Any Equipment brought onto the premises will be at the Supplier's own risk and the Buyer will have no liability for any loss of, or damage to, any Equipment.
- 26.3 When the Call-Off Contract Ends or expires, the Supplier will remove the Equipment and any other materials leaving the premises in a safe and clean condition.
- 27. The Contracts (Rights of Third Parties) Act 1999
- 27.1 Except as specified in clause 29.8, a person who isn't Party to this Call-Off Contract has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. This does not affect any right or remedy of any person which exists or is available otherwise.
- 28. Environmental requirements
- 28.1 The Buyer will provide a copy of its environmental policy to the Supplier on request, which the Supplier will comply with.
- 28.2 The Supplier must provide reasonable support to enable Buyers to work in an environmentally friendly way, for example by helping them recycle or lower their carbon footprint.
- 29. The Employment Regulations (TUPE)
- 29.1 The Supplier agrees that if the Employment Regulations apply to this Call-Off Contract on the Start date then it must comply with its obligations under the Employment Regulations and (if applicable) New Fair Deal (including entering into an Admission Agreement) and will indemnify the Buyer or any Former Supplier for any loss arising from any failure to comply.
- 29.2 Twelve months before this Call-Off Contract expires, or after the Buyer has given notice to End it, and within 28 days of the Buyer's request, the Supplier will fully and accurately disclose to the Buyer all staff information including, but not limited to, the total number of staff assigned for the purposes of TUPE to the Services. For each person identified the Supplier must provide details of:
  - 29.2.1 the activities they perform

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

- 29.3 The Supplier warrants the accuracy of the information provided under this TUPE clause and will notify the Buyer of any changes to the amended information as soon as reasonably possible. The Supplier will permit the Buyer to use and disclose the information to any prospective Replacement Supplier.
- 29.4 In the 12 months before the expiry of this Call-Off Contract, the Supplier will not change the identity and number of staff assigned to the Services (unless reasonably requested by the Buyer) or their terms and conditions, other than in the ordinary course of business.
- 29.5 The Supplier will co-operate with the re-tendering of this Call-Off Contract by allowing the Replacement Supplier to communicate with and meet the affected employees or their representatives.
- 29.6 The Supplier will indemnify the Buyer or any Replacement Supplier for all Loss arising from both:
  - 29.6.1 its failure to comply with the provisions of this clause
  - 29.6.2 any claim by any employee or person claiming to be an employee (or their employee representative) of the Supplier which arises or is alleged to arise from any act or omission by the Supplier on or before the date of the Relevant Transfer
- 29.7 The provisions of this clause apply during the Term of this Call-Off Contract and indefinitely after it Ends or expires.
- 29.8 For these TUPE clauses, the relevant third party will be able to enforce its rights under this clause but their consent will not be required to vary these clauses as the Buyer and Supplier may agree.
- 30. Additional G-Cloud services
- 30.1 The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.

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

#### 31. Collaboration

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

### 32. Variation process

- 32.1 The Buyer can request in writing a change to this Call-Off Contract if it isn't a material change to the Framework Agreement/or this Call-Off Contract. Once implemented, it is called a Variation.
- 32.2 The Supplier must notify the Buyer immediately in writing of any proposed changes to their G-Cloud Services or their delivery by submitting a Variation request. This includes any changes in the Supplier's supply chain.
- 32.3 If Either Party can't agree to or provide the Variation, the Buyer may agree to continue performing its obligations under this Call-Off Contract without the Variation, or End this Call-Off Contract by giving 30 days notice to the Supplier.
- 33. Data Protection Legislation (GDPR)
- 33.1 Pursuant to clause 2.1 and for the avoidance of doubt, clauses 8.59 and 8.60 of the Framework Agreement are incorporated into this Call-Off Contract. For reference, the appropriate GDPR templates which are required to be completed in accordance with clauses 8.59 and 8.60 are reproduced in this Call-Off Contract document at schedule 7.

# Schedule 3: Collaboration agreement

### [NOT USED]

This agreement is made on [enter date]

#### between:

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

#### Whereas the:

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

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

- 1. Definitions and interpretation
- 1.1 As used in this Agreement, the capitalised expressions will have the following meanings unless the context requires otherwise:
  - 1.1.1 "Agreement" means this collaboration agreement, containing the Clauses and Schedules
  - 1.1.2 "Call-Off Contract" means each contract that is let by the Buyer to one of the Collaboration Suppliers
  - 1.1.3 "Contractor's Confidential Information" has the meaning set out in the Call-Off Contracts

- 1.1.4 "Confidential Information" means the Buyer Confidential Information or any Collaboration Supplier's Confidential Information
- 1.1.5 "Collaboration Activities" means the activities set out in this Agreement
- 1.1.6 "Buyer Confidential Information" has the meaning set out in the Call-Off Contract
- 1.1.7 "Default" means any breach of the obligations of any Collaboration Supplier or any Default, act, omission, negligence or statement of any Collaboration Supplier, its employees, servants, agents or subcontractors in connection with or in relation to the subject matter of this Agreement and in respect of which such Collaboration Supplier is liable (by way of indemnity or otherwise) to the other parties
- 1.1.8 "Detailed Collaboration Plan" has the meaning given in clause 3.2
- 1.1.9 "Dispute Resolution Process" means the process described in clause 9
- 1.1.10 "Effective Date" means [insert date]
- 1.1.11 "Force Majeure Event" has the meaning given in clause 11.1.1
- 1.1.12 "Mediator" has the meaning given to it in clause 9.3.1
- 1.1.13 "Outline Collaboration Plan" has the meaning given to it in clause 3.1
- 1.1.14 "Term" has the meaning given to it in clause 2.1
- 1.1.15 "Working Day" means any day other than a Saturday, Sunday or public holiday in England and Wales

#### 1.2 General

- 1.2.1 As used in this Agreement the:
  - 1.2.1.1 masculine includes the feminine and the neuter
  - 1.2.1.2 singular includes the plural and the other way round
  - 1.2.1.3 A reference to any statute, enactment, order, regulation or other similar instrument will be viewed as a reference to the statute, enactment, order, regulation or instrument as amended by any subsequent statute, enactment, order, regulation or instrument or as contained in any subsequent reenactment.
- 1.2.2 Headings are included in this Agreement for ease of reference only and will not affect the interpretation or construction of this Agreement.
- 1.2.3 References to Clauses and Schedules are, unless otherwise provided, references to clauses of and schedules to this Agreement.

- 1.2.4 Except as otherwise expressly provided in this Agreement, all remedies available to any party under this Agreement are cumulative and may be exercised concurrently or separately and the exercise of any one remedy will not exclude the exercise of any other remedy.
- 1.2.5 The party receiving the benefit of an indemnity under this Agreement will use its reasonable endeavours to mitigate its loss covered by the indemnity.
- 2. Term of the agreement
- 2.1 This Agreement will come into force on the Effective Date and, unless earlier terminated in accordance with clause 10, will expire 6 months after the expiry or termination (however arising) of the exit period of the last Call-Off Contract (the "Term").
- 2.2 A Collaboration Supplier's duty to perform the Collaboration Activities will continue until the end of the exit period of its last relevant Call-Off Contract.
- 3. Provision of the collaboration plan
- 3.1 The Collaboration Suppliers will, within 2 weeks (or any longer period as notified by the Buyer in writing) of the Effective Date, provide to the Buyer detailed proposals for the Collaboration Activities they require from each other (the "Outline Collaboration Plan").
- 3.2 Within 10 Working Days (or any other period as agreed in writing by the Buyer and the Collaboration Suppliers) of [receipt of the proposals] or [the Effective Date], the Buyer will prepare a plan for the Collaboration Activities (the "Detailed Collaboration Plan"). The Detailed Collaboration Plan will include full details of the activities and interfaces that involve all of the Collaboration Suppliers to ensure the receipt of the services under each Collaboration Supplier's respective [contract] [Call-Off Contract], by the Buyer. The Detailed Collaboration Plan will be based on the Outline Collaboration Plan and will be submitted to the Collaboration Suppliers for approval.
- 3.3 The Collaboration Suppliers will provide the help the Buyer needs to prepare the Detailed Collaboration Plan.
- 3.4 The Collaboration Suppliers will, within 10 Working Days of receipt of the Detailed Collaboration Plan, either:
  - 3.4.1 approve the Detailed Collaboration Plan
  - 3.4.2 reject the Detailed Collaboration Plan, giving reasons for the rejection
- 3.5 The Collaboration Suppliers may reject the Detailed Collaboration Plan under clause 3.4.2 only if it is not consistent with their Outline Collaboration Plan in that it imposes additional, more onerous, obligations on them.
- 3.6 If the parties fail to agree the Detailed Collaboration Plan under clause 3.4, the dispute will be resolved using the Dispute Resolution Process.

- 4. Collaboration activities
- 4.1 The Collaboration Suppliers will perform the Collaboration Activities and all other obligations of this Agreement in accordance with the Detailed Collaboration Plan.
- 4.2 The Collaboration Suppliers will provide all additional cooperation and assistance as is reasonably required by the Buyer to ensure the continuous delivery of the services under the Call-Off Contract.
- 4.3 The Collaboration Suppliers will ensure that their respective subcontractors provide all cooperation and assistance as set out in the Detailed Collaboration Plan.

### 5. Invoicing

- 5.1 If any sums are due under this Agreement, the Collaboration Supplier responsible for paying the sum will pay within 30 Working Days of receipt of a valid invoice.
- 5.2 Interest will be payable on any late payments under this Agreement under the Late Payment of Commercial Debts (Interest) Act 1998, as amended.

# 6. Confidentiality

- 6.1 Without prejudice to the application of the Official Secrets Acts 1911 to 1989 to any Confidential Information, the Collaboration Suppliers acknowledge that any Confidential Information obtained from or relating to the Crown, its servants or agents is the property of the Crown.
- 6.2 Each Collaboration Supplier warrants that:
  - 6.2.1 any person employed or engaged by it (in connection with this Agreement in the course of such employment or engagement) will only use Confidential Information for the purposes of this Agreement
  - 6.2.2 any person employed or engaged by it (in connection with this Agreement) will not disclose any Confidential Information to any third party without the prior written consent of the other party
  - 6.2.3 it will take all necessary precautions to ensure that all Confidential Information is treated as confidential and not disclosed (except as agreed) or used other than for the purposes of this Agreement by its employees, servants, agents or subcontractors
  - 6.2.4 neither it nor any person engaged by it, whether as a servant or a consultant or otherwise, will use the Confidential Information for the solicitation of business from the other or from the other party's servants or consultants or otherwise
- 6.3 The provisions of clauses 6.1 and 6.2 will not apply to any information which is:
  - 6.3.1 or becomes public knowledge other than by breach of this clause 6

- 6.3.2 in the possession of the receiving party without restriction in relation to disclosure before the date of receipt from the disclosing party
- 6.3.3 received from a third party who lawfully acquired it and who is under no obligation restricting its disclosure
- 6.3.4 independently developed without access to the Confidential Information
- 6.3.5 required to be disclosed by law or by any judicial, arbitral, regulatory or other authority of competent jurisdiction
- 6.4 The Buyer's right, obligations and liabilities in relation to using and disclosing any Collaboration Supplier's Confidential Information provided under this Agreement and the Collaboration Supplier's right, obligations and liabilities in relation to using and disclosing any of the Buyer's Confidential Information provided under this Agreement, will be as set out in the [relevant contract] [Call-Off Contract].

### 7. Warranties

- 7.1 Each Collaboration Supplier warrant and represent that:
  - 7.1.1 it has full capacity and authority and all necessary consents (including but not limited to, if its processes require, the consent of its parent company) to enter into and to perform this Agreement and that this Agreement is executed by an authorised representative of the Collaboration Supplier
  - 7.1.2 its obligations will be performed by appropriately experienced, qualified and trained personnel with all due skill, care and diligence including but not limited to good industry practice and (without limiting the generality of this clause 7) in accordance with its own established internal processes
- 7.2 Except as expressly stated in this Agreement, all warranties and conditions, whether express or implied by statute, common law or otherwise (including but not limited to fitness for purpose) are excluded to the extent permitted by law.

### 8. Limitation of liability

- 8.1 None of the parties exclude or limit their liability for death or personal injury resulting from negligence, or for any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982.
- 8.2 Nothing in this Agreement will exclude or limit the liability of any party for fraud or fraudulent misrepresentation.
- 8.3 Subject always to clauses 8.1 and 8.2, the liability of the Buyer to any Collaboration Suppliers for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement (excluding Clause 6.4, which will be subject to the limitations of liability set out in the relevant Contract) will be limited to [(£,000)].

- 8.4 Subject always to clauses 8.1 and 8.2, the liability of each Collaboration Supplier for all claims (by way of indemnity or otherwise) arising whether in contract, tort (including negligence), misrepresentation (other than if made fraudulently), breach of statutory duty or otherwise under this Agreement will be limited to [Buyer to specify].
- 8.5 Subject always to clauses 8.1, 8.2 and 8.6 and except in respect of liability under clause 6 (excluding clause 6.4, which will be subject to the limitations of liability set out in the [relevant contract] [Call-Off Contract]), in no event will any party be liable to any other for:
  - 8.5.1 indirect loss or damage
  - 8.5.2 special loss or damage
  - 8.5.3 consequential loss or damage
  - 8.5.4 loss of profits (whether direct or indirect)
  - 8.5.5 loss of turnover (whether direct or indirect)
  - 8.5.6 loss of business opportunities (whether direct or indirect)
  - 8.5.7 damage to goodwill (whether direct or indirect)
- 8.6 Subject always to clauses 8.1 and 8.2, the provisions of clause 8.5 will not be taken as limiting the right of the Buyer to among other things, recover as a direct loss any:
  - 8.6.1 additional operational or administrative costs and expenses arising from a Collaboration Supplier's Default
  - 8.6.2 wasted expenditure or charges rendered unnecessary or incurred by the Buyer arising from a Collaboration Supplier's Default
- 9. Dispute resolution process
- 9.1 All disputes between any of the parties arising out of or relating to this Agreement will be referred, by any party involved in the dispute, to the representatives of the parties specified in the Detailed Collaboration Plan.
- 9.2 If the dispute cannot be resolved by the parties' representatives nominated under clause 9.1 within a maximum of 5 Working Days (or any other time agreed in writing by the parties) after it has been referred to them under clause 9.1, then except if a party seeks urgent injunctive relief, the parties will refer it to mediation under the process set out in clause 9.3 unless the Buyer considers (acting reasonably and considering any objections to mediation raised by the other parties) that the dispute is not suitable for resolution by mediation.
- 9.3 The process for mediation and consequential provisions for mediation are:
  - 9.3.1 a neutral adviser or mediator will be chosen by agreement between the parties or, if they are unable to agree upon a Mediator within 10 Working Days after a request by one party to the other parties to appoint a Mediator or if the Mediator agreed upon is unable or unwilling to act, any party will within 10 Working Days from the date of the proposal to appoint a Mediator or within 10 Working Days of notice to the parties that he is unable or unwilling to act, apply to the President of the Law Society to appoint a Mediator

- 9.3.2 the parties will within 10 Working Days of the appointment of the Mediator meet to agree a programme for the exchange of all relevant information and the structure of the negotiations
- 9.3.3 unless otherwise agreed by the parties in writing, all negotiations connected with the dispute and any settlement agreement relating to it will be conducted in confidence and without prejudice to the rights of the parties in any future proceedings
- 9.3.4 if the parties reach agreement on the resolution of the dispute, the agreement will be put in writing and will be binding on the parties once it is signed by their authorised representatives
- 9.3.5 failing agreement, any of the parties may invite the Mediator to provide a non-binding but informative opinion in writing. The opinion will be provided on a without prejudice basis and will not be used in evidence in any proceedings relating to this Agreement without the prior written consent of all the parties
- 9.3.6 if the parties fail to reach agreement in the structured negotiations within 20 Working Days of the Mediator being appointed, or any longer period the parties agree on, then any dispute or difference between them may be referred to the courts
- 9.4 The parties must continue to perform their respective obligations under this Agreement and under their respective Contracts pending the resolution of a dispute.

### 10. Termination and consequences of termination

#### 10.1 Termination

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

#### 10.2 Consequences of termination

- 10.2.1 Subject to any other right or remedy of the parties, the Collaboration Suppliers and the Buyer will continue to comply with their respective obligations under the [contracts] [Call-Off Contracts] following the termination (however arising) of this Agreement.
- 10.2.2 Except as expressly provided in this Agreement, termination of this Agreement will be without prejudice to any accrued rights and obligations under this Agreement.

### 11. General provisions

### 11.1 Force majeure

- 11.1.1 For the purposes of this Agreement, the expression "Force Majeure Event" will mean any cause affecting the performance by a party of its obligations under this Agreement arising from acts, events, omissions, happenings or non-happenings beyond its reasonable control, including acts of God, riots, war or armed conflict, acts of terrorism, acts of government, local government or Regulatory Bodies, fire, flood, storm or earthquake, or disaster but excluding any industrial dispute relating to any party, the party's personnel or any other failure of a Subcontractor.
- 11.1.2 Subject to the remaining provisions of this clause 11.1, any party to this Agreement may claim relief from liability for non-performance of its obligations to the extent this is due to a Force Majeure Event.
- 11.1.3 A party cannot claim relief if the Force Majeure Event or its level of exposure to the event is attributable to its wilful act, neglect or failure to take reasonable precautions against the relevant Force Majeure Event.
- 11.1.4 The affected party will immediately give the other parties written notice of the Force Majeure Event. The notification will include details of the Force Majeure Event together with evidence of its effect on the obligations of the affected party, and any action the affected party proposes to take to mitigate its effect.
- 11.1.5 The affected party will notify the other parties in writing as soon as practicable after the Force Majeure Event ceases or no longer causes the affected party to be unable to comply with its obligations under this Agreement. Following the notification, this Agreement will continue to be performed on the terms existing immediately before the Force Majeure Event unless agreed otherwise in writing by the parties.

#### 11.2 Assignment and subcontracting

- 11.2.1 Subject to clause 11.2.2, the Collaboration Suppliers will not assign, transfer, novate, sub-license or declare a trust in respect of its rights under all or a part of this Agreement or the benefit or advantage without the prior written consent of the Buyer.
- 11.2.2 Any subcontractors identified in the Detailed Collaboration Plan can perform those elements identified in the Detailed Collaboration Plan to be performed by the Subcontractors.

#### 11.3 Notices

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

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

### 11.4 Entire agreement

- 11.4.1 This Agreement, together with the documents and agreements referred to in it, constitutes the entire agreement and understanding between the parties in respect of the matters dealt with in it and supersedes any previous agreement between the Parties about this.
- 11.4.2 Each of the parties agrees that in entering into this Agreement and the documents and agreements referred to in it does not rely on, and will have no remedy in respect of, any statement, representation, warranty or undertaking (whether negligently or innocently made) other than as expressly set out in this Agreement. The only remedy available to each party in respect of any statements, representation, warranty or understanding will be for breach of contract under the terms of this Agreement.
- 11.4.3 Nothing in this clause 11.4 will exclude any liability for fraud.

### 11.5 Rights of third parties

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

### 11.6 Severability

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

#### 11.7 Variations

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

#### 11.8 No waiver

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

### 11.9 Governing law and jurisdiction

For and on behalf of the [Company name]

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

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

For and on behalf of the Buyer
Signed by:
Full name (capitals): Position: Date:
For and on behalf of the [Company name]
Signed by:
Full name (capitals): Position: Date:
For and on behalf of the [Company name]
Signed by:
Full name (capitals): Position: Date:
For and on behalf of the [Company name]
Signed by:
Full name (capitals): Position: Date:
For and on behalf of the [Company name]
Signed by:
Full name (capitals): Position: Date:

Date:			
For and on behalf of the [Con	For and on behalf of the [Company name]		
Signed by:			
Full name (capitals): Position: Date:			
Collaboration Agreemer	nt Schedule 1: List of conf	tracts	
Collaboration supplier	Name/reference of contract	Effective date of contract	

Signed by:

Position:

Full name (capitals):

Collaboration Agreement Schedule 2 [Insert Outline Collaboration Plan]

### Schedule 4: Alternative clauses

### [NOT USED]

- 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.
- Clauses selected
  - 2.1 The Customer 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 8.12 (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 'FolA/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 4.2.
    - 2.1.6 References to "tort" will be replaced with "delict" throughout
- 2.2 The Customer 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 his best endeavours to ensure that in his employment policies and practices and in the delivery of the services required of the Supplier under this Call-Off Contract he 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 Customer 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 Customer 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 Period 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 Customer 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 Customer. 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 Customer 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 Customer 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 Customer in relation to same.

### 2.6 Health and safety

- 2.6.1 The Supplier will promptly notify the Customer of any health and safety hazards which may arise in connection with the performance of its obligations under the Call-Off Contract. The Customer will promptly notify the Supplier of any health and safety hazards which may exist or arise at the Customer premises and which may affect the Supplier in the performance of its obligations under the Call-Off Contract.
- 2.6.2 While on the Customer premises, the Supplier will comply with any health and safety measures implemented by the Customer in respect of Supplier Staff and other persons working there.
- 2.6.3 The Supplier will notify the Customer immediately in the event of any incident occurring in the performance of its obligations under the Call-Off Contract on the Customer 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 Customer 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 Customer 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 Customer for any loss arising directly from a breach of this obligation (including any diminution of monies received by the Customer under any insurance policy).
- 2.7.2 If during the Call-Off Contract Period 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 Customer 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 Customer's cost and the Supplier will (at no additional cost to the Customer) provide any help the Customer reasonably requires with the appeal.



### Schedule 5: Guarantee

### [NOT USED]

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

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

and

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

#### Whereas:

- (A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.
- (B) It is the intention of the Parties that this document be executed and take effect as a deed.

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

Suggested headings are as follows:

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

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

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

# Definitions and interpretation

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

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

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

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

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

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

Unless the context otherwise requires:

- · reference to a gender includes the other gender and the neuter
- references to an Act of Parliament, statutory provision or statutory instrument also apply if amended, extended or re-enacted from time to time
- any phrase introduced by the words 'including', 'includes', 'in particular', 'for example' or similar, will be construed as illustrative and without limitation to the generality of the related general words

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

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

### Guarantee and indemnity

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

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

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

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

### Obligation to enter into a new contract

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

#### Demands and notices

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

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

### [Enter Email address of the Guarantor representative]

#### For the Attention of [insert details]

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

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

delivered by hand, at the time of delivery

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

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

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

#### Beneficiary's protections

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

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

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

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

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

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

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

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

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

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

### Representations and warranties

The Guarantor hereby represents and warrants to the Buyer that:

- the Guarantor is duly incorporated and is a validly existing company under the Laws of its place of incorporation
- has the capacity to sue or be sued in its own name
- the Guarantor has power to carry on its business as now being conducted and to own its Property and other assets
- the Guarantor has full power and authority to execute, deliver and perform its obligations under this Deed of Guarantee and no limitation on the powers of the Guarantor will be exceeded as a result of the Guarantor entering into this Deed of Guarantee
- the execution and delivery by the Guarantor of this Deed of Guarantee and the performance by the Guarantor of its obligations under this Deed of Guarantee including entry into and performance of a Call-Off Contract following Clause 3) have been duly authorised by all necessary corporate action and do not contravene or conflict with:

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

### Payments and set-off

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

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

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

# Guarantor's acknowledgement

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

## Assignment

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

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

#### Severance

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

# Third-party rights

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

### Governing law

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

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

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

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

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

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

EXECUTED as a DEED by

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

Director

Director/Secretary

# Schedule 6: Glossary and interpretations

In this Call-Off Contract the following expressions mean:

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

Buyer Software	Software owned by or licensed to the Buyer (other than under this Agreement), which is or will be used by the Supplier to provide the Services.
Call-Off Contract	This call-off contract entered into following the provisions of the Framework Agreement for the provision of Services made between the Buyer and the Supplier comprising the Order Form, the Call-Off terms and conditions, the Call-Off schedules and the Collaboration Agreement.
Charges	The prices (excluding any applicable VAT), payable to the Supplier by the Buyer under this Call-Off Contract.
Collaboration Agreement	An agreement, substantially in the form set out at Schedule 3, between the Buyer and any combination of the Supplier and contractors, to ensure collaborative working in their delivery of the Buyer's Services and to ensure that the Buyer receives end-to-end services across its IT estate.
Commercially Sensitive Information	Information, which the Buyer has been notified about by the Supplier in writing before the Start date with full details of why the Information is deemed to be commercially sensitive.
Confidential Information	<ul> <li>Data, Personal Data and any information, which may include (but isn't limited to) any:</li> <li>information about business, affairs, developments, trade secrets, know-how, personnel, and third parties, including all Intellectual Property Rights (IPRs), together with all information derived from any of the above</li> <li>other information clearly designated as being confidential or which ought reasonably be considered to be confidential (whether or not it is marked 'confidential').</li> </ul>
Control	'Control' as defined in section 1124 and 450 of the Corporation Tax  Act 2010. 'Controls' and 'Controlled' will be interpreted accordingly.
Controller	Takes the meaning given in the GDPR.
Crown	The government of the United Kingdom (including the Northern Ireland Assembly and Executive Committee, the Scottish Executive and the National Assembly for Wales), including, but not limited to, government ministers and government departments and particular bodies, persons, commissions or agencies carrying out functions on its behalf.

Data Loss Event	Event that results, or may result, in unauthorised access to Personal Data held by the Processor under this Framework Agreement and/or actual or potential loss and/or destruction of Personal Data in breach of this Agreement, including any Personal Data Breach.
Data Protection Impact Assessment (DPIA)	An assessment by the Controller of the impact of the envisaged Processing on the protection of Personal Data.
Data Protection Legislation (DPL)	Data Protection Legislation means:  (i) the GDPR, the LED and any applicable national implementing Laws as amended from time to time  (ii) the DPA 2018 to the extent that it relates to Processing of Personal Data and privacy  (iii) all applicable Law about the Processing of Personal Data and privacy including if applicable legally binding guidance and codes of practice issued by the Information Commissioner
Data Subject	Takes the meaning given in the GDPR
Default	<ul> <li>Default is any:         <ul> <li>breach of the obligations of the Supplier (including any fundamental breach or breach of a fundamental term)</li> <li>other Default, negligence or negligent statement of the Supplier, of its Subcontractors or any Supplier Staff (whether by act or omission), in connection with or in relation to this Call-Off Contract</li> </ul> </li> <li>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.</li> </ul>
Deliverable(s)	The G-Cloud Services the Buyer contracts the Supplier to provide under this Call-Off Contract.
Digital Marketplace	The government marketplace where Services are available for Buyers to buy. ( <a href="https://www.digitalmarketplace.service.gov.uk">https://www.digitalmarketplace.service.gov.uk</a> /)
DPA 2018	Data Protection Act 2018.
Employment Regulations	The Transfer of Undertakings (Protection of Employment) Regulations 2006 (SI 2006/246) ('TUPE') which implements the Acquired Rights Directive.
End	Means to terminate; and Ended and Ending are construed accordingly.

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

Framework Agreement	The clauses of framework agreement RM1557.12 together with the Framework Schedules.
Fraud	Any offence under Laws creating offences in respect of fraudulent acts (including the Misrepresentation Act 1967) or at common law in respect of fraudulent acts in relation to this Call-Off Contract or defrauding or attempting to defraud or conspiring to defraud the Crown.
Freedom of Information Act or FoIA	The Freedom of Information Act 2000 and any subordinate legislation made under the Act together with any guidance or codes of practice issued by the Information Commissioner or relevant government department in relation to the legislation.
G-Cloud Services	The cloud services described in Framework Agreement Section 2 (Services Offered) as defined by the Service Definition, the Supplier Terms and any related Application documentation, which the Supplier must make available to CCS and Buyers and those services which are deliverable by the Supplier under the Collaboration Agreement.
GDPR	General Data Protection Regulation (Regulation (EU) 2016/679)
Good Industry Practice	Standards, practices, methods and process conforming to the Law and the exercise of that degree of skill and care, diligence, prudence and foresight which would reasonably and ordinarily be expected from a skilled and experienced person or body engaged in a similar undertaking in the same or similar circumstances.
Government Procurement Card	The government's preferred method of purchasing and payment for low value goods or services.
Guarantee	The guarantee described in Schedule 5.
Guidance	Any current UK government guidance on the Public Contracts Regulations 2015. In the event of a conflict between any current UK government guidance and the Crown Commercial Service guidance, current UK government guidance will take precedence.
Implementation Plan	The plan with an outline of processes (including data standards for migration), costs (for example) of implementing the services which may be required as part of Onboarding.
Indicative test	ESI tool completed by contractors on their own behalf at the request of CCS or the Buyer (as applicable) under clause 4.6.

Information	Has the meaning given under section 84 of the Freedom of Information Act 2000.
Information security management system	The information security management system and process developed by the Supplier in accordance with clause 16.1.
Inside IR35	Contractual engagements which would be determined to be within the scope of the IR35 Intermediaries legislation if assessed using the ESI tool.
Insolvency event	Can be:  a voluntary arrangement  a winding-up petition  the appointment of a receiver or administrator  an unresolved statutory demand  a Schedule A1 moratorium
Intellectual Property Rights or IPR	<ul> <li>Intellectual Property Rights are:</li> <li>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</li> <li>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</li> <li>all other rights having equivalent or similar effect in any country or jurisdiction</li> </ul>
Intermediary	For the purposes of the IR35 rules an intermediary can be:  • the supplier's own limited company  • a service or a personal service company  • a partnership  It does not apply if you work for a client through a Managed Service Company (MSC) or agency (for example, an employment agency).
IPR claim	As set out in clause 11.5.
IR35	IR35 is also known as 'Intermediaries legislation'. It's a set of rules that affect tax and National Insurance where a Supplier is contracted to work for a client through an Intermediary.
IR35 assessment	Assessment of employment status using the ESI tool to determine if engagement is Inside or Outside IR35.

Know-How	All ideas, concepts, schemes, information, knowledge, techniques, methodology, and anything else in the nature of know-how relating to the G-Cloud Services but excluding know-how already in the Supplier's or CCS's possession before the Start date.
Law	Any law, subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, bye-law, enforceable right within the meaning of Section 2 of the European Communities Act 1972, regulation, order, regulatory policy, mandatory guidance or code of practice, judgment of a relevant court of law, or directives or requirements with which the relevant Party is bound to comply.
LED	Law Enforcement Directive (EU) 2016/680.
Loss	All losses, liabilities, damages, costs, expenses (including legal fees), disbursements, costs of investigation, litigation, settlement, judgment, interest and penalties whether arising in contract, tort (including negligence), breach of statutory duty, misrepresentation or otherwise and 'Losses' will be interpreted accordingly.
Lot	Any of the 3 Lots specified in the ITT and Lots will be construed accordingly.
Malicious Software	Any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence.
Management Charge	The sum paid by the Supplier to CCS being an amount of up to 1% but currently set at 0.75% of all Charges for the Services invoiced to Buyers (net of VAT) in each month throughout the duration of the Framework Agreement and thereafter, until the expiry or End of any Call-Off Contract.
Management Information	The management information specified in Framework Agreement section 6 (What you report to CCS).
Material Breach	Those breaches which have been expressly set out as a Material Breach and any other single serious breach or persistent failure to perform as required under this Call-Off Contract.
Ministry of Justice Code	The Ministry of Justice's Code of Practice on the Discharge of the Functions of Public Authorities under Part 1 of the Freedom of Information Act 2000.

New Fair Deal	The revised Fair Deal position in the HM Treasury guidance: "Fair Deal for staff pensions: staff transfer from central government" issued in October 2013 as amended.
Order	An order for G-Cloud Services placed by a contracting body with the Supplier in accordance with the ordering processes.
Order Form	The order form set out in Part A of the Call-Off Contract to be used by a Buyer to order G-Cloud Services.
Ordered G-Cloud Services	G-Cloud Services which are the subject of an order by the Buyer.
Outside IR35	Contractual engagements which would be determined to not be within the scope of the IR35 intermediaries legislation if assessed using the ESI tool.
Party	The Buyer or the Supplier and 'Parties' will be interpreted accordingly.
Personal Data	Takes the meaning given in the GDPR.
Personal Data Breach	Takes the meaning given in the GDPR.
Processing	Takes the meaning given in the GDPR.
Processor	Takes the meaning given in the GDPR.
Prohibited act	To directly or indirectly offer, promise or give any person working for or engaged by a Buyer or CCS a financial or other advantage to:  • induce that person to perform improperly a relevant function or activity  • reward that person for improper performance of a relevant function or activity  • commit any offence:  • under the Bribery Act 2010  • under legislation creating offences concerning Fraud  • at common Law concerning Fraud  • committing or attempting or conspiring to commit Fraud
Project Specific IPRs	Any intellectual property rights in items created or arising out of the performance by the Supplier (or by a third party on behalf of the Supplier) specifically for the purposes of this Call-Off Contract including databases, configurations, code, instructions, technical documentation and schema but not including the Supplier's Background IPRs.

Property	Assets and property including technical infrastructure, IPRs and equipment.
Protective Measures	Appropriate technical and organisational measures which may include: pseudonymisation and encrypting Personal Data, ensuring confidentiality, integrity, availability and resilience of systems and services, ensuring that availability of and access to Personal Data can be restored in a timely manner after an incident, and regularly assessing and evaluating the effectiveness of such measures adopted by it.
PSN or Public Services Network	The Public Services Network (PSN) is the government's high- performance network which helps public sector organisations work together, reduce duplication and share resources.
Regulatory body or bodies	Government departments and other bodies which, whether under statute, codes of practice or otherwise, are entitled to investigate or influence the matters dealt with in this Call-Off Contract.
Relevant person	Any employee, agent, servant, or representative of the Buyer, any other public body or person employed by or on behalf of the Buyer, or any other public body.
Relevant Transfer	A transfer of employment to which the employment regulations applies.
Replacement Services	Any services which are the same as or substantially similar to any of the Services and which the Buyer receives in substitution for any of the services after the expiry or Ending or partial Ending of the Call-Off Contract, whether those services are provided by the Buyer or a third party.
Replacement supplier	Any third-party service provider of replacement services appointed by the Buyer (or where the Buyer is providing replacement Services for its own account, the Buyer).
Security management plan	The Supplier's security management plan developed by the Supplier in accordance with clause 16.1.
Services	The services ordered by the Buyer as set out in the Order Form.
Service data	Data that is owned or managed by the Buyer and used for the G-Cloud Services, including backup data.

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

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

### Schedule 7: GDPR Information

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

### Annex 1: Processing Personal Data

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

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

Descriptions	Details
Identity of Controller for each Category of Personal Data	The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:
	The Supplier will process data on Authority staff members and staff members of Authority Arms Length Bodies and other government departments, e.g. names, phone numbers, email addresses and job titles, for the purposes of communication and effective service delivery.
	The Supplier may also process examples of online mis/disinformation which may contain Personal Data from social media platform user accounts.
Duration of the Processing	Approved as the period from the Start Date of the Call-Off Contract to the expiry or termination (all or part as applicable) of the Call-Off Contract
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise

	making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.  The Supplier shall be responsible for processing Personal Data for the purposes of the support and management of  • the Customer's staff and Departmental administration;  • Data Subject Requests and Complaints  • Development of insights into potentially harmful online narratives  • Policy responses to Mis/Disinformation policy issues  • the Customer's accounts and records; and  • Other purposes as required from time to time and falling under the Customer's Vote Ambit.
Type of Personal Data	Data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media that may contain but not be limited to:  • Personal contact details • Family, lifestyle and social circumstances • Employment and education details
Categories of Data Subject	Including;
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	At the end of the Call-Off Contract all data will be returned to the Buyer. The Buyer will dispose of the data in line with its retention schedule and the Supplier shall dispose of the data in line with Buyer retention requirements as follows;  • Destroyed after 6 years

### Annex 2: Joint Controller Agreement [NOT USED]

- 1. Joint Controller Status and Allocation of Responsibilities
- 1.1 With respect to Personal Data under Joint Control of the Parties, the Parties envisage that they shall each be a Data Controller in respect of that Personal Data in accordance with the terms of this Annex 2 (Joint Controller Agreement) in replacement of paragraphs 2 to 15 of Schedule 4 of the Framework Agreement (Where one Party is Controller and the other Party is Processor) and paragraphs 17-27 of Schedule 4 (Independent Controllers of Personal Data). Accordingly, the Parties each undertake to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Data Controllers.
- 1.2 The Parties agree that the [delete as appropriate Supplier/Buyer]:
  - is the exclusive point of contact for Data Subjects and is responsible for all steps necessary to comply with the GDPR regarding the exercise by Data Subjects of their rights under the GDPR;
  - (b) shall direct Data Subjects to its Data Protection Officer or suitable alternative in connection with the exercise of their rights as Data Subjects and for any enquiries concerning their Personal Data or privacy;
  - (c) is solely responsible for the Parties' compliance with all duties to provide information to Data Subjects under Articles 13 and 14 of the GDPR;
  - (d) is responsible for obtaining the informed consent of Data Subjects, in accordance with the GDPR, for Processing in connection with the Services where consent is the relevant legal basis for that Processing; and
  - (e) shall make available to Data Subjects the essence of this Annex (and notify them of any changes to it) concerning the allocation of responsibilities as Joint Controller and its role as exclusive point of contact, the Parties having used their best endeavours to agree the terms of that essence. This must be outlined in the [Supplier's/Buyer's] privacy policy (which must be readily available by hyperlink or otherwise on all of its public facing services and marketing).
- 1.3 Notwithstanding the terms of clause 1.2, the Parties acknowledge that a data subject has the right to exercise their legal rights under the Data Protection Legislation as against the relevant Party as Controller.
- 2. Undertakings of both Parties
- 2.1 The Supplier and the Buyer each undertake that they shall:
  - (a) report to the other Party every [enter number] months on:
    - (i) the volume of Data Subject Request (or purported Data Subject Requests) from Data Subjects (or third parties on their behalf);

- (ii) the volume of requests from Data Subjects (or third parties on their behalf) to rectify, block or erase any Personal Data;
- (iii) any other requests, complaints or communications from Data Subjects (or third parties on their behalf) relating to the other Party's obligations under applicable Data Protection Legislation;
- (iv) any communications from the Information Commissioner or any other regulatory authority in connection with Personal Data; and
- (v) any requests from any third party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law, that it has received in relation to the subject matter of the Contract during that period;
- (b) notify each other immediately if it receives any request, complaint or communication made as referred to in Clauses 2.1(a)(i) to (v);
- (c) provide the other Party with full cooperation and assistance in relation to any request, complaint or communication made as referred to in Clauses
  - 2.1(a)(iii) to (v) to enable the other Party to comply with the relevant timescales set out in the Data Protection Legislation;
- (d) not disclose or transfer the Personal Data to any third party unless necessary for the provision of the Services and, for any disclosure or transfer of Personal Data to any third party, (save where such disclosure or transfer is specifically authorised under the Contract or is required by Law) ensure consent has been obtained from the Data Subject prior to disclosing or transferring the Personal Data to the third party. For the avoidance of doubt the third party to which Personal Data is transferred must be subject to equivalent obligations which are no less onerous than those set out in this Annex;
- (e) request from the Data Subject only the minimum information necessary to provide the Services and treat such extracted information as Confidential Information;
- (f) ensure that at all times it has in place appropriate Protective Measures to guard against unauthorised or unlawful Processing of the Personal Data and/or accidental loss, destruction or damage to the Personal Data and unauthorised or unlawful disclosure of or access to the Personal Data;
- (g) take all reasonable steps to ensure the reliability and integrity of any of its personnel who have access to the Personal Data and ensure that its personnel:
  - (i) are aware of and comply with their 's duties under this Annex 2 (Joint Controller Agreement) and those in respect of Confidential Information
  - (ii) are informed of the confidential nature of the Personal Data, are subject to appropriate obligations of confidentiality and do not publish, disclose or divulge any of the Personal Data to any third party where the that Party would not be permitted to do so;

- (iii) have undergone adequate training in the use, care, protection and handling of Personal Data as required by the applicable Data Protection Legislation;
- (h) ensure that it has in place Protective Measures as appropriate to protect against a Data Loss Event having taken account of the:
  - (i) nature of the data to be protected;
  - (ii) harm that might result from a Data Loss Event;
  - (iii) state of technological development; and
  - (iv) cost of implementing any measures;
- (i) ensure that it has the capability (whether technological or otherwise), to the extent required by Data Protection Legislation, to provide or correct or delete at the request of a Data Subject all the Personal Data relating to that Data Subject that the Supplier holds; and
  - (i) ensure that it notifies the other Party as soon as it becomes aware of a Data Loss Event.
- 2.2 Each Joint Controller shall use its reasonable endeavours to assist the other Controller to comply with any obligations under applicable Data Protection Legislation and shall not perform its obligations under this Annex in such a way as to cause the other Joint Controller to breach any of its obligations under applicable Data Protection Legislation to the extent it is aware, or ought reasonably to have been aware, that the same would be a breach of such obligations

#### 3. Data Protection Breach

- 3.1 Without prejudice to Paragraph 3.2, each Party shall notify the other Party promptly and without undue delay, and in any event within 48 hours, upon becoming aware of any Personal Data Breach or circumstances that are likely to give rise to a Personal Data Breach, providing the other Party and its advisors with:
  - (a) sufficient information and in a timescale which allows the other Party to meet any obligations to report a Personal Data Breach under the Data Protection Legislation;
  - (b) all reasonable assistance, including:
    - co-operation with the other Party and the Information Commissioner investigating the Personal Data Breach and its cause, containing and recovering the compromised Personal Data and compliance with the applicable guidance;
    - co-operation with the other Party including taking such reasonable steps as are directed by the other Party to assist in the investigation, mitigation and remediation of a Personal Data Breach;
      - (iii) co-ordination with the other Party regarding the management of public relations and public statements relating to the Personal Data Breach:

and/or

- (iv) providing the other Party and to the extent instructed by the other Party to do so, and/or the Information Commissioner investigating the Personal Data Breach, with complete information relating to the Personal Data Breach, including, without limitation, the information set out in Clause 3.2.
- 3.2 Each Party shall take all steps to restore, re-constitute and/or reconstruct any Personal Data where it has lost, damaged, destroyed, altered or corrupted as a result of a Personal Data Breach as it was that Party's own data at its own cost with all possible speed and shall provide the other Party with all reasonable assistance in respect of any such Personal Data Breach, including providing the other Party, as soon as possible and within 48 hours of the Personal Data Breach relating to the Personal Data Breach, in particular:
  - (a) the nature of the Personal Data Breach;
  - (b) the nature of Personal Data affected;
  - (c) the categories and number of Data Subjects concerned;
  - (d) the name and contact details of the Supplier's Data Protection Officer or other relevant contact from whom more information may be obtained;
  - (e) measures taken or proposed to be taken to address the Personal Data Breach; and
  - (f) describe the likely consequences of the Personal Data Breach.

#### 4. Audit

- 4.1 The Supplier shall permit:
  - (a) the Buyer, or a third-party auditor acting under the Buyer's direction, to conduct, at the Buyer's cost, data privacy and security audits, assessments and inspections concerning the Supplier's data security and privacy procedures relating to Personal Data, its compliance with this Annex 2 and the Data Protection Legislation; and/or
  - (b) the Buyer, or a third-party auditor acting under the Buyer's direction, access to premises at which the Personal Data is accessible or at which it is able to inspect any relevant records, including the record maintained under Article 30 GDPR by the Supplier so far as relevant to the contract, and procedures, including premises under the control of any third party appointed by the Supplier to assist in the provision of the Services.
- 4.2 The Buyer may, in its sole discretion, require the Supplier to provide evidence of the Supplier's compliance with Clause 4.1 in lieu of conducting such an audit, assessment or inspection.

- 5. Impact Assessments
- 5.1 The Parties shall:
  - (a) provide all reasonable assistance to the each other to prepare any data protection impact assessment as may be required (including provision of detailed information and assessments in relation to Processing operations, risks and measures); and
  - (b) maintain full and complete records of all Processing carried out in respect of the Personal Data in connection with the contract, in accordance with the terms of Article 30 GDPR.

#### 6. ICO Guidance

6.1 The Parties agree to take account of any guidance issued by the Information Commissioner and/or any relevant central government body. The Buyer may on not less than thirty (30) Working Days' notice to the Supplier amend the contract to ensure that it complies with any guidance issued by the Information Commissioner and/or any relevant central government body.

#### 7. Liabilities for Data Protection Breach

**[Guidance:** This clause represents a risk share, you may wish to reconsider the apportionment of liability and whether recoverability of losses are likely to be hindered by the contractual limitation of liability provisions]

- 7.1 If financial penalties are imposed by the Information Commissioner on either the Buyer or the Supplier for a Personal Data Breach ("Financial Penalties") then the following shall occur:
  - (a) if in the view of the Information Commissioner, the Buyer is responsible for the Personal Data Breach, in that it is caused as a result of the actions or inaction of the Buyer, its employees, agents, contractors (other than the Supplier) or systems and procedures controlled by the Buyer, then the Buyer shall be responsible for the payment of such Financial Penalties. In this case, the Buyer will conduct an internal audit and engage at its reasonable cost when necessary, an independent third party to conduct an audit of any such Personal Data Breach. The Supplier shall provide to the Buyer and its third party investigators and auditors, on request and at the Supplier's reasonable cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach;
  - (b) if in the view of the Information Commissioner, the Supplier is responsible for the Personal Data Breach, in that it is not a Personal Data Breach that the Buyer is responsible for, then the Supplier shall be responsible for the payment of these Financial Penalties. The Supplier will provide to the Buyer and its auditors, on request and at the Supplier's sole cost, full cooperation and access to conduct a thorough audit of such Personal Data Breach; or
  - (c) if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any Financial Penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the

procedure set out in clauses 8.66 to 8.79 of the Framework terms (Managing disputes).

- 7.2 If either the Buyer or the Supplier is the defendant in a legal claim brought before a court of competent jurisdiction ("Court") by a third party in respect of a Personal Data Breach, then unless the Parties otherwise agree, the Party that is determined by the final decision of the Court to be responsible for the Personal Data Breach shall be liable for the losses arising from such Personal Data Breach. Where both Parties are liable, the liability will be apportioned between the Parties in accordance with the decision of the Court.
- 7.3 In respect of any losses, cost claims or expenses incurred by either Party as a result of a Personal Data Breach (the "Claim Losses"):
  - (a) if the Buyer is responsible for the relevant Personal Data Breach, then the Buyer shall be responsible for the Claim Losses;
  - (b) if the Supplier is responsible for the relevant Personal Data Breach, then the Supplier shall be responsible for the Claim Losses: and
  - (c) if responsibility for the relevant Personal Data Breach is unclear, then the Buyer and the Supplier shall be responsible for the Claim Losses equally.
- 7.4 Nothing in either clause 7.2 or clause 7.3 shall preclude the Buyer and the Supplier reaching any other agreement, including by way of compromise with a third party complainant or claimant, as to the apportionment of financial responsibility for any Claim Losses as a result of a Personal Data Breach, having regard to all the circumstances of the Personal Data Breach and the legal and financial obligations of the Buyer.
- 8. Not used
- 9. Termination
- 9.1 If the Supplier is in material Default under any of its obligations under this Annex 2 (joint controller agreement), the Buyer shall be entitled to terminate the contract by issuing a termination notice to the Supplier in accordance with Clause 18.5 (Ending the contract).
- 10. Sub-Processing
- 10.1 In respect of any Processing of Personal Data performed by a third party on behalf of a Party, that Party shall:
  - (a) carry out adequate due diligence on such third party to ensure that it is capable of providing the level of protection for the Personal Data as is required by the contract, and provide evidence of such due diligence to the other Party where reasonably requested; and
  - (b) ensure that a suitable agreement is in place with the third party as required under applicable Data Protection Legislation.

### 11. Data Retention

11.1 The Parties agree to erase Personal Data from any computers, storage devices and storage media that are to be retained as soon as practicable after it has ceased to be necessary for them to retain such Personal Data under applicable Data Protection Legislation and their privacy policy (save to the extent (and for the limited period) that such information needs to be retained by the a Party for statutory compliance purposes or as otherwise required by the contract), and taking all further actions as may be necessary to ensure its compliance with Data Protection Legislation and its privacy policy.