

Call Off General Terms

The following terms will only apply to the supply of Deliverables under Call Off Agreements entered into by the parties.

1. Supply

1.1 General quality assurances

Supplier will ensure that the Deliverables are:

- a. of satisfactory quality and fit for purpose,
- b. meet the standards specified in **[Note to drafter: refer to general standards and policies schedule in Framework Agreement]**, and
- c. meet any acceptance criteria specified in the Call Off Form.

1.2 Products quality assurances

Supplier will provide the Products in accordance with any delivery criteria and timescales set out in the Call Off Form.

1.3 Services quality assurances

Supplier will perform the Services:

- a. with reasonable skill and care,
- b. using sufficient suitably trained, experienced and qualified Supplier Personnel who act professionally, and
- c. in accordance with any service levels set out in the Call Off Form.

1.4 Resources to provide the Deliverables

Unless specified as Customer's responsibility in this agreement:

- a. Supplier will provide the systems, facilities and materials needed to provide the Deliverables, and
- b. Supplier will obtain the approvals, consents, and licences necessary to provide the Deliverables and for Customer and any other specified recipients to receive the benefit of the Deliverables.

1.5 Locations

Supplier will provide Services from the Locations and keep and process the Customer Confidential Information only at the Locations, unless otherwise approved in writing by Customer.

1.6 Cooperation

- 1.6.1. Supplier will follow Customer's reasonable instructions and cooperate with Customer, and Customer's other suppliers, in relation to the performance of this agreement.
- 1.6.2. Supplier will perform its obligations under this agreement in a way that avoids (or if necessary, minimises) disruption to Customer's and its other suppliers' operations.

1.7 Service levels

Supplier will report monthly on actual performance of the Services against any service levels specified in the Call Off Form.

1.8 Service credits

If service credits are specified for Services in the Call Off Form, then the Charges will be reduced by a service credit in the subsequent month if the relevant service level is not met in a month. Service credits are a price adjustment for a reduced service and not a penalty or liquidated damages.

1.9 Supplier personnel

- 1.9.1. Supplier will be responsible for the Supplier Personnel.
- 1.9.2. Supplier will ensure that the Supplier Personnel are legally entitled to reside and work at the Locations and provide the Services.
- 1.9.3. For any Supplier Personnel having access to a Customer site or system or Customer Information, Supplier will:
 - a. confirm the identify and reasonably vet the Supplier Personnel,
 - b. identify the Supplier Personnel to Customer in advance, and
 - c. ensure that the Supplier Personnel comply with relevant Customer security, health and safety, and other policies notified in advance.
- 1.9.4. Customer may reasonably require that:
 - a. Supplier promptly replace individual Supplier Personnel, or
 - b. individual Supplier Personnel do not have access to Customer's sites, systems, or information.

1.10 Non-performance due to Customer

- 1.10.1. Supplier will be excused from performance if and to the extent the non-performance is caused by Customer's failure to perform and Supplier:
 - a. promptly notifies Customer of Customer's failure,
 - b. demonstrates the impact, and
 - c. uses reasonable efforts to perform notwithstanding the Customer's non-performance.

- 1.10.2. In such circumstances, neither party may terminate the Call Off Agreement.

2. Charges and payment

2.1 Charges

- 2.1.1. The Charges are stated exclusive of any applicable local sales taxes and are otherwise the total amounts payable by Customer to Supplier in relation to this agreement.
- 2.1.2. Supplier will provide tax invoices.

2.2 Taxes and deductions

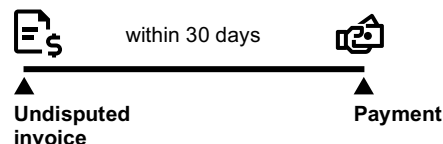
The Charges are payable free of any deductions or withholdings unless the deduction or withholding is required by law in which case Customer may deduct and remit such payment to the taxing authority.

2.3 Invoicing

- 2.3.1. Supplier will invoice Customer for the Charges in accordance with the process and with the invoice details set out in the Call Off Form.
- 2.3.2. Supplier will provide Customer with reasonable supporting information for invoices as requested by Customer.

2.4 Payment terms

Customer will pay undisputed invoices within 30 days of receipt.



2.5 Late payments

Supplier may charge interest on undisputed late payments at the annual rate of **[insert value]**% from the due date until payment is received by Supplier.

3. Compliance

3.1 Compliance with laws

The parties will comply with the laws relating to this agreement and will not do anything which it knows, or ought to know, would cause the other party to breach an applicable law.

3.2 Maintaining and following compliance policies

- 3.2.1. Supplier will comply with the policies set out in *Schedule [insert number] – Policies and Standards* of the Framework Agreement as they relate to this agreement and also maintain and follow appropriate policies and

procedures to ensure compliance with laws, including in relation to anti-bribery and corruption, anti-tax evasion, protection against discrimination, forced labour, and data protection.

- 3.2.2. Supplier will keep records of the following, together with other information reasonably requested by Customer (and provide to Customer on request): **[Note to drafter – for example: compliance with anti-bribery and corruption laws, personal data processed, personnel providing the Products or Services, Supplier Personnel]**.

3.3 Reporting

- 3.3.1. Supplier will provide the reports and the parties will hold the governance meetings set out in the Call Off Form.
- 3.3.2. Supplier will provide an annual self-audit certificate if specified in the Call Off Form.

3.4 Audit

Supplier will, upon written request and at least 5 business days notice (other than in the case of emergency), not more than once in any 12-month period (unless Customer reasonably suspects a security incident, breach of this agreement or where required by law or a regulator) provide Customer, its auditors, regulators, and agents, audit access to the records, premises, systems, personnel and any other information or property related to this agreement and reasonably cooperate with the auditors.



3.5 Suspension for non-compliance

Customer may suspend the Call Off Agreement immediately on giving notice if it suspects Supplier has breached this section 3.

[Note to drafter: consider addressing specific legal obligations, such as data processing, depending on local law]

4. Confidentiality

4.1 Confidentiality obligations

- 4.1.1. With regards to the other party's Confidential Information, the parties will each:
- keep it confidential,
 - only use it for the purposes of this agreement and confirming compliance with laws, and

- c. only disclose it in confidence to the recipient's employees, contractors and advisors who need to know and are under a duty of confidentiality.

4.2 Exclusions

- 4.2.1. The confidentiality obligations in section 4.1 do not apply to information that:
 - a. is public knowledge (other than through a breach of this agreement),
 - b. can reasonably be shown to have been known by the recipient before being received from the discloser,
 - c. is received from a third party that had not breached a duty of confidentiality,
 - d. is developed independently by the recipient, or
 - e. is required to be disclosed by law or a regulator (provided that the disclosing party is promptly notified to the extent permitted by law).

4.3 Permitted disclosure

Notwithstanding section 4.1, Customer may disclose Supplier Confidential Information if **[Note to drafter: specify local requirements for intergovernmental disclosures and freedom of information laws, etc]**

4.4 No publicity

Supplier will not make any public announcements about this agreement, without Customer's prior written approval.

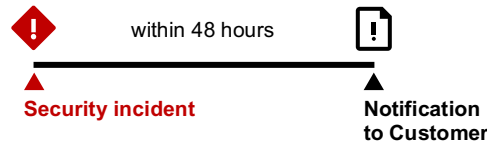
5. Security

5.1 Security practices

- 5.1.1. Supplier will maintain security, business continuity and disaster recovery practices at least as stringent as:
 - a. those described and committed to by Supplier under Customer's security review prior to the Start Date, and
 - b. industry best practices that become applicable over the Term.
- 5.1.2. Supplier will implement any other controls reasonably required by Customer.

5.2 Security breach notification

Supplier will promptly (and in any event within 48 hours) notify Customer of any unauthorised access or other security incidents involving Customer Information and work with Customer in relation to such security incidents as reasonably requested by Customer.



5.3 Data recovery

If Customer Information is lost because of Supplier's acts or omissions, Supplier will, to the extent possible, promptly recover the Customer Information from the last available backup.

6. Intellectual Property Rights

6.1 No transfer of existing IPR

Nothing in this agreement will transfer ownership in Customer IPR or any Supplier Existing IPR.

6.2 Licence to Customer IPR

- 6.2.1. Customer grants Supplier a non-exclusive, royalty-free, non-transferable, non-sublicensable (other than to approved subcontractors) licence to use the Customer IPR during the Term only as necessary to perform its obligations under this agreement.
- 6.2.2. Supplier's use of any Customer trade marks will be subject to Customer's prior approval of each display or dissemination.

6.3 Licence to Supplier IPR

- 6.3.1. Other than any Supplier IPR assigned to Customer under this agreement, Supplier grants Customer a non-exclusive, royalty-free, perpetual, irrevocable, transferable worldwide licence to use, adapt, and sub-license the Supplier IPR as necessary to receive the full benefit of and use the Deliverables.

Type of IPR	Supplier	Customer
Supplier IPR needed to use the Deliverables	Retains ownership	Obtains a licence
Customer IPR needed to perform under the agreement	Obtains a licence for the Term	Retains ownership
Customer trademarks	May display Customer's trademarks if Customer approves	Retains ownership
Other Existing IPR	Retains ownership	Retains ownership

7. Corrective actions

7.1 Rectifying non-performance

Supplier will, on Customer's request, promptly rectify any Deliverables that do not comply with this agreement and repay (or credit) any overpaid Charges. Customer may withhold payment for partially or undelivered Deliverables.

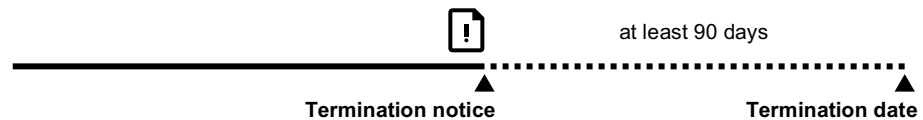
7.2 Rectifying breach

Supplier will promptly notify Customer of an actual or likely failure of Supplier to comply with this agreement and propose corrective actions with a deadline for completion.

8. Termination

8.1 Termination for convenience

Customer may terminate this agreement by giving not less than 90 days written notice.

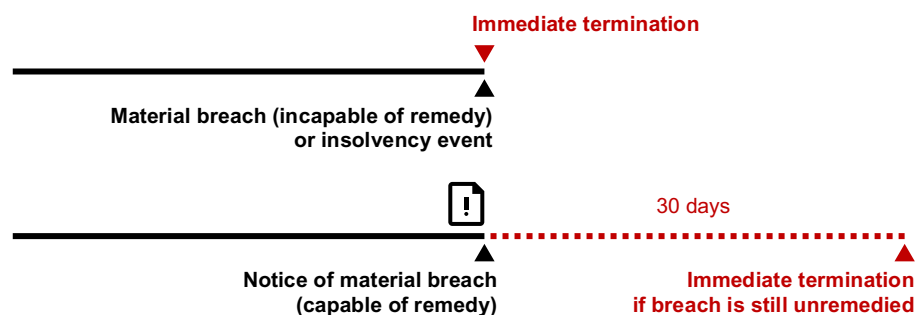


8.2 Termination of the associated Framework Agreement

Customer may terminate this agreement immediately on giving written notice if the associated framework agreement is terminated for cause.

8.3 Termination for breach or insolvency

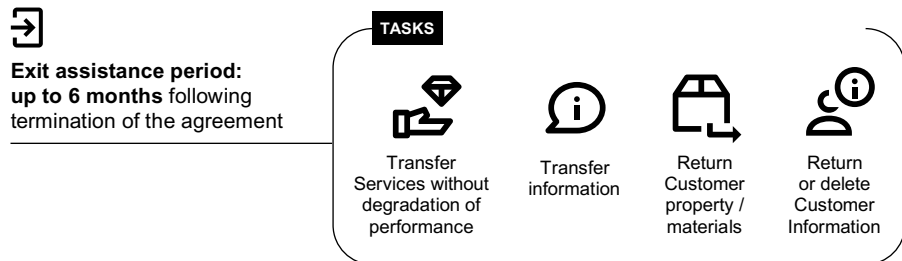
- 8.3.1. Either party may terminate this agreement immediately on written notice if the other party
- commits any material or persistent breach of this agreement, which is either incapable of remedy or is not remedied within 30 days' written notice, or
 - becomes insolvent or takes any action in connection with an arrangement with its creditors (other than in relation to a solvent restructuring), ceases to carry on business or any analogous procedure.



- 8.3.2. If Customer terminates under this section, Supplier will refund any pre-paid Charges that relate to the period after termination.

8.4 Exit assistance

- 8.4.1. Supplier will perform exit assistance reasonably requested by Customer prior to, and for up to six months following the termination of this agreement so that, to the extent within Supplier's control, the Services are transferred in an orderly manner without degradation of performance.
- 8.4.2. Such exit assistance will include the return of Customer materials and the provision of reasonable information.
- 8.4.3. On Customer's request, Supplier will provide copies of, or take reasonable steps to delete, Customer Information in its possession or return any other Customer property to Customer.



8.5 Continuing terms

- 8.5.1. Termination of this agreement will not affect any accrued rights of the parties.
- 8.5.2. The following sections will survive termination of this agreement together with any other terms that contemplate performance of obligations after termination: 5, 6, 6.3.1, 9, 10, 11, and 12.

9. Indemnities

9.1 Personnel claims

Supplier will indemnify Customer against any damages awarded or settlement paid together with reasonable legal costs to the extent arising from any claim by an employee or contractor of Supplier or its subcontractors relating to any act or omission of Supplier.

9.2 Third-party intellectual property claims

- 9.2.1. Supplier will defend Customer against any third-party claim that the receipt or use of the Deliverables or any Supplier IPR in accordance with this agreement infringes any third-party Intellectual Property Rights and

indemnify Customer against any damages awarded or settlement paid together with reasonable legal costs.

- 9.2.2. If a claim is threatened, Supplier will use reasonable efforts to secure the necessary rights for continued use of the relevant item or modify or replace the item to avoid infringement without degrading any Services or the performance of any Products.

10. Liabilities

10.1 Unlimited liability

Nothing in this agreement limits or excludes the liability of either party for **[Note to drafter: include any exclusions not permitted by local law]** or under sections 3, **Error! Reference source not found.**, 5, or 9.

10.2 Excluded and limited liability

Subject to section 10.1:

- a. neither party will have any liability for indirect or consequential losses,
- b. Customer's liability will be limited to **[insert value]** whether arising in connection with this agreement, in contract, tort (including negligence), breach of statutory duty or otherwise, and
- c. Supplier's liability will be limited to **[insert value]**, whether arising in connection with this agreement, in contract, tort (including negligence), breach of statutory duty or otherwise.

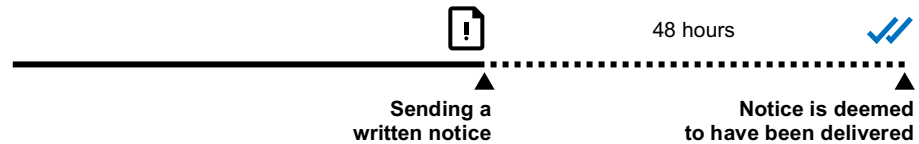
10.3 Insurances

Supplier will maintain adequate policies of insurance in respect of Supplier's potential liabilities under this agreement and promptly provide evidence of such policies at Customer's request.

11. General

11.1 Notices

The parties will send notices in writing to the address set out in the Call Off Form or such other addresses as the parties may specify by giving a notice, and deemed delivered 48 hours after despatch.



11.2 Changes

- 11.2.1. Either party may propose a change to this agreement. This agreement may only be changed by the parties in writing, signed by their authorised representatives.
- 11.2.2. Customer may require changes that are required by a regulator or to comply with law and Supplier will not otherwise unreasonably withhold its consent to a proposed change to the Services.
- 11.2.3. A change to the Deliverables will only lead to an adjustment to the Charges if there is a material impact on Supplier's costs in delivering the Deliverables, and in such case, Supplier will propose a reasonable adjustment proportionate to the change in its costs and provide reasonable supporting information.

11.3 Force majeure

Neither party will be liable for failures or delays caused by circumstances beyond its reasonable control, if it has taken reasonable precautions in advance, promptly notifies the other party of the delay and uses reasonable efforts to promptly resume performance.

11.4 Supplier's statements

Supplier states that:

- a. Supplier has the capacity and authority to enter into and perform its obligations under this agreement,
- b. information provided by Supplier in relation to entering into this agreement is complete and accurate,
- c. Supplier does not have any contractual obligations likely to prevent it from performing any obligations under this agreement, and
- d. there are no actions or investigations pending or, to its knowledge, threatened against Supplier by or before any court, administrative body, arbitration tribunal or regulator that might prevent it from performing its obligations under this agreement.

11.5 Conflict of interest

Supplier will ensure that a conflict of interest does not occur between the other duties or interests of the Supplier or Supplier Personnel and the duties owed to Department under this agreement.

11.6 Subcontracting

- 11.6.1. Supplier will not subcontract, assign, or transfer any rights or obligations under this agreement without the prior written consent of Customer.
- 11.6.2. Supplier will be responsible for its approved subcontractors' performance and procure they comply with this agreement.

11.7 Assignment

- 11.7.1. Customer may transfer its rights and obligations to [Note to drafter: define to whom the rights can be assigned e.g., another Government department].

11.8 Independent contractors

The parties are independent contractors, and this agreement does not create an agency, partnership, or joint venture relationship. Neither party will make commitments on the other party's behalf.

11.9 Waiver

A party's delay or failure to enforce a term of this agreement will not waive the party's right to enforce that or any other term. A waiver of any right, remedy, breach or default will only be valid if given in writing by an authorized representative of a party and will not constitute a waiver of any other right, remedy, breach or default.

11.10 Entire agreement

This agreement constitutes the entire agreement between the parties and supersedes any prior agreement between them relating to its subject matter.

11.11 Severability

If any provision of this agreement is or becomes invalid, illegal or unenforceable it will be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. Where no modification is possible, the provision will be deemed deleted without effect on the rest of this agreement.

11.12 Cumulative remedies

Remedies under this agreement are cumulative and not exclusive of other remedies under this agreement or by law.

11.13 Disputes

If a dispute arises between the parties, either party may call a meeting to seek a solution. Representatives from each party with the authority to settle the dispute will meet within 14 days and will negotiate in good faith.

Pending dispute settlement, the parties will continue to perform their respective obligations.

[Note to drafter: consider adding a local alternative dispute resolution mechanism for unresolved disputes]

11.14 Law and jurisdiction

This agreement and any dispute arising out of or in connection with it will be governed by and construed in accordance with the laws of *[insert country]* and the parties submit to the exclusive jurisdiction of the *[insert]* courts.

12. Interpretation and definitions

12.1 Interpretation

The word “including” or similar terms will not limit the words preceding them.

12.2 Definitions

Call Off Agreement: an agreement for the supply of Deliverables entered into by the Customer and Supplier that incorporate these terms.

Call Off Form: the document signed by the Customer and Supplier to execute a Call Off Agreement.

Charges: the amounts payable by Customer for the Deliverables set out in the Call Off Form.

Confidential Information: any information disclosed by or on behalf of Customer or Supplier which could reasonably be considered confidential, including information relating to the disclosing party’s business, personnel, customers, or suppliers.

Customer Information: documents, records and data provided by or relating to Customer.

Customer IPR: Intellectual Property Rights in any materials provided by or on behalf of Customer to Supplier in connection with the Services.

Deliverables: the Services and Products to be provided by Supplier under the Call Off Form.

Products: any products, to include hardware or software to be sold or licensed to Customer by Supplier as set out in the Call Off Form or otherwise in this agreement (excluding any deliverables forming part of the Services).

Intellectual Property Rights: copyright, moral rights, trade marks, designs, patents, database rights, business and domain names, inventions, and rights in goodwill or to sue for passing off, or equivalent rights (whether or not registered).

Locations: the locations (whether specified by address or country) set out in the Call Off Form where the Services will be performed from by Supplier.

Services: any services to be provided by Supplier as set out in the Call Off Form, including any deliverable or output provided as part of such services.

Start Date: the start date set out in the Call Off Form.

Supplier Existing IPR: any Supplier IPR existing prior to the Start Date or developed independently of this agreement.

Supplier IPR: any Intellectual Property Rights owned by or licenced to Supplier provided in connection with the Services, other than Customer IPR.

Supplier Personnel: the employees, officers, agents, consultants, contractors and other representatives of Supplier and its subcontractors involved in the performance of this agreement.

Term: the term set out in the Call Off Form, as it may change in accordance with this agreement.