

- OHSAS 18001

On-boarding	The on-boarding plan for this Call-Off Contract is not used
Off-boarding	The off-boarding plan for this Call-Off Contract is not used
Limit on supplier's liability:	In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data shall in no event exceed £1 million during the Call-Off Agreement Period
Insurance:	In accordance with Call-Off Contract clause 10, the insurance(s) required will be: <ul style="list-style-type: none"> • a minimum insurance period of six, 6 years following the expiration or earlier termination of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Sub-Contractor 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 such higher limit as the Buyer may reasonably require (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time
Buyer's Responsibilities	The Buyer is responsible for providing access to the principal location to the supplier.
Buyer's equipment	The Buyer's equipment to be used in connection with this Call-Off Contract includes The supplier is expected to provide their own equipment for the

length of the contract.

Supplier's information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information

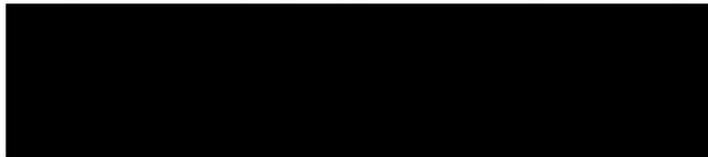
Subcontractors / Partners:

The following is a list of the Supplier's Subcontractors/Partners
Infinitem Recruitment Limited
Remarkable Rocket Limited

Call-Off Contract Charges and payment

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

Payment method (GPC or BACS):



Payment profile:

The payment profile for this Call-Off Contract is [Monthly in arrears].

Invoice details:

The Supplier shall issue electronic invoices [monthly] in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within thirty, (30) calendar days of receipt of a valid invoice.

Who and where to send invoices to:

Invoices shall be sent to Shared Services Accounts Payable, Room 6124, Tomlinson House, Norcross Blackpool, FY5 3TA and email address: jack.church@digital.cabinet-office.gov.uk

Invoice information required – eg PO, project ref, etc.

All invoices must include WP number and PO number applicable to this call-off contract. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice.

Invoice frequency

Invoice will be sent to the Buyer [Monthly].

Call-Off Contract value:

The estimated initial contract value is £1,015,200.

The Contract price may flex up or down over the term of the contract in completion of the requirement.

Call-Off Charges:

See schedule 2.

Additional Buyer terms

Performance of the service and deliverables

This Call-Off Contract will include the following implementation plan and milestones:

- The purpose of this contract is to enable GOV.UK to deliver against the objectives outlined in its business case. Namely by making government work for users, GOV.UK will:
 - provide coherent services that are easy to discover and use
 - make government participative, open and accountable
 - help government communicate with authority and trust
 - make great digital and user-centred publishing easy
 - make government content easy to re-use and build on
- The support work outlined is for specialist and on-going support to specific elements of the GOV.UK platform and the GDS service manual.
- This will support GOV.UK in our highest priority project which is; to build out and migrate existing features to a better publishing architecture, delivering immediate benefits to publishers and end users as we go along.
- GOV.UK has committed to improving the single domain for government, GOV.UK, iterating towards the vision of making government work for everyone. To achieve this, GOV.UK are completing work to overhaul GOV.UK's software architecture, reducing duplication and the complexity of code on the GOV.UK Platform.

Collaboration agreement

The Buyer does not require the Supplier to enter into a Collaboration Agreement.

Warranties, representations

In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that
Not used

Supplemental requirements in addition to the call-off terms

In accordance with Call-Off Contract clauses, the Supplier will
Not used.

Buyer specific amendments to/refinements of the Call-Off Contract terms

In accordance with Call-Off Contract clauses, the Supplier will Not used.

Public Services Network (PSN)

The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

Delivery of PSN Compliant Services

If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority

The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

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 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.
 - 1.4 The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.
- 2. Background to the agreement**
- (A) The Supplier is a provider of G-Cloud Services and undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").
 - (B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:



Part B - The Schedules

Schedule 1 - Deliverables / Milestones

The purpose of this procurement is to enable GOV.UK to deliver against the objectives outlined in its business case. Namely by making government work for users, GOV.UK will:

- provide coherent services that are easy to discover and use
- make government participative, open and accountable
- help government communicate with authority and trust
- make great digital and user-centred publishing easy
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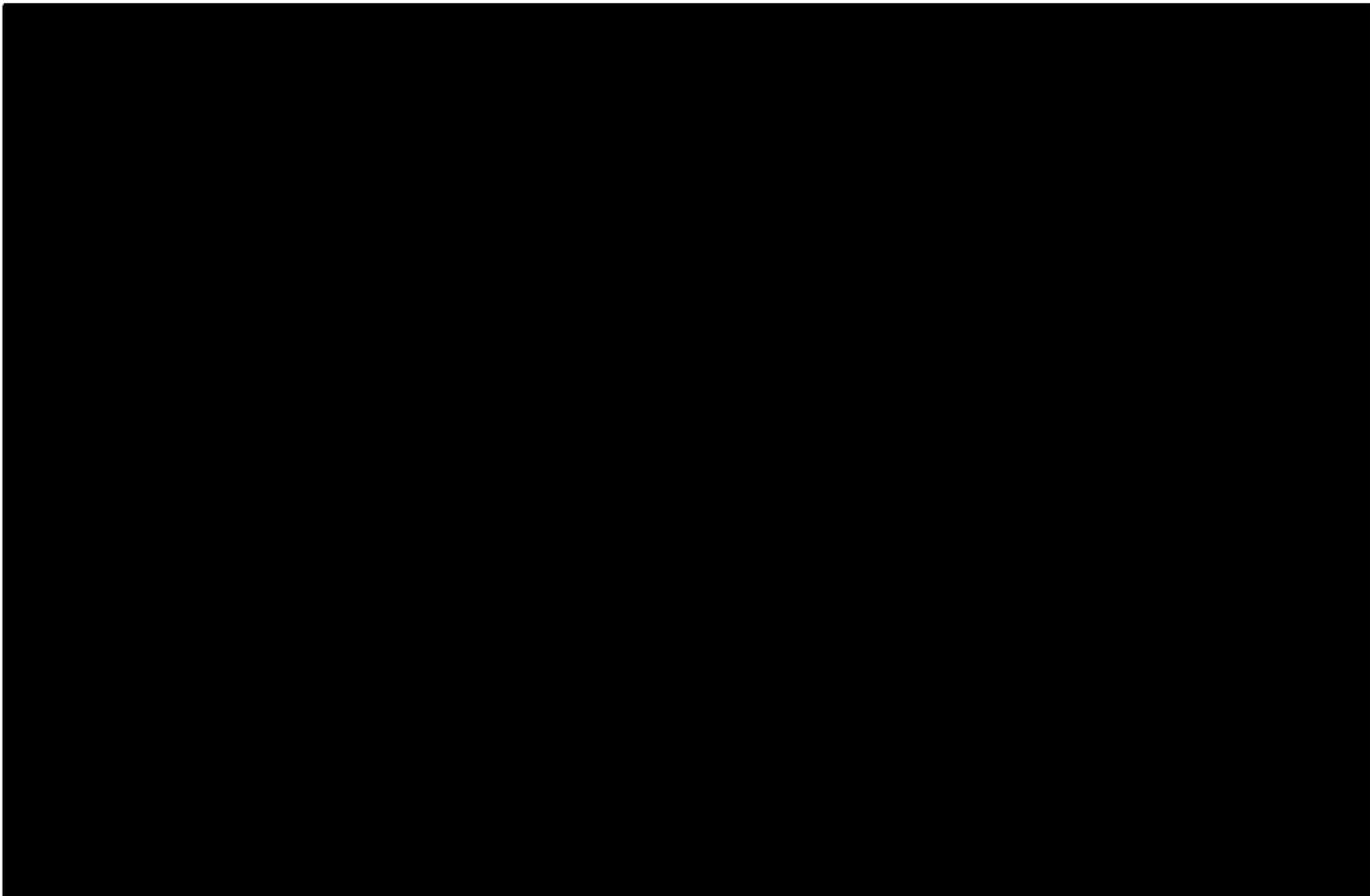
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Schedule 2 - Call-Off Contract Charges

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

Pricing document Link:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/92469/982355277332040-pricing-document-2016-06-23-1155.pdf>



Schedule 3 - Deed of guarantee
Not used.

Schedule 4 - Alternative Clauses
Not used.