

Schedule 2: Call-Off Terms

Effective Date	1 st April 2017	Order Reference	4500333213
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FROM:

Customer	Department for Communities and Local Government "Customer"
Customer's Address	2 Marsham Street, Westminster, London. SW1P 4DF
Invoice Address	DCLG FSSD CP2P Team, Zone 2/10 Hempstead House, 2 Selden Hill, Hemel Hempstead. HP2 4XN
Principal Contact	Name: [REDACTED] Address: 2 Marsham Street, Westminster, London. SW1P 4DF Phone: [REDACTED] e-mail: [REDACTED]

TO:

Supplier	The Stationery Office Limited "Supplier"
Supplier's Address	Aldgate Tower, 12 th Floor, 2 Leman Street, London, E1 8FA
Account Manager	Name: [REDACTED] Address: Aldgate Tower, 12 th Floor, 2 Leman Street, London, E1 8FA Phone: [REDACTED] e-mail: [REDACTED]

1. TERM
1.1 Commencement Date This Call-Off Agreement commences on: 01/04/2017
1.2 Expiry Date This Call-Off Agreement shall expire on:
1.2.1 04/11/2017; or
1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier

pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.

1.3.2 G-Cloud Services

Datamart: Ongoing support of the Datamart applications: Troubled Families, CORE, Fair Chance
Application Support Fund, E-Claims and others as required.

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed

The Stationery Office Limited, St Crispins, Duke Street, Norwich, NR3 1PD and Mandela Way, London, SE1 5SS, Aldgate Tower, 12th Floor, 2 Lemn Street, London, E1 8FA and DCLG, 2 Marsham Street, London.

3. STANDARDS

3.1 Quality Standards

Not used

3.2 Technical Standards

Not used

4. ONBOARDING

4.1 On-boarding

Not Applicable

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

In addition to that set out in the Call-Off Agreement:

Customer shall provide a single point of contact to handle any operational matters or decisions;

Customer shall provide the Supplier with (without limitation) all reasonable assistance, instructions, information and/or data (as applicable) to enable the Supplier to comply with its obligations under this Call-Off Agreement.

5.2 Customer's equipment

Not Applicable

6. PAYMENT

6.1 Payment profile and method of payment

The Customer shall pay based on the following Rate Card as well as any applicable VAT payable on any of these fees:

Call volumes per annum	Up to 600 calls per annum	Up to 800 calls per annum	Up to 1000 calls per annum
Management Fee	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Calls Charge	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]
Charge per call	£ [REDACTED]	£ [REDACTED]	£ [REDACTED]

6.2 Invoice format

The Supplier shall issue an electronic invoice on commencement of the services for the period 1/4/2017 to 4/11/2017 on the basis that call volumes are at the 600 calls per annum level pro rata for the period, i.e.

Call volumes pro rata for the period (7 months)	Up to 600 calls per annum
Management Fee	£ [REDACTED]
Calls Charge	£ [REDACTED]
Total	£ 65,218.67

At the end of the period if the calls exceed the 600 calls per annum level pro rata for the period then the difference will be invoiced as per the band in the rate card.

The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

Finance director or equivalent.

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed fifty percent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Period.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed fifty per cent (50%) of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period

9. INSURANCE**9.1 Minimum Insurance Period**

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION**10.1 Undisputed Sums Time Period**

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. PERFORMANCE OF THE SERVICES AND DELIVERABLES**12.1 Implementation Plan and Milestones (including dates for completion)**

As agreed between the parties

12.2.1 If so required by the Customer, the Supplier shall produce an Implementation Plan in such further detail to that set out in the Proposal as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the G-Cloud Services.

12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).

12.3 Service Levels

Not Applicable

13. COLLABORATION AGREEMENT

In accordance with Clause CO-20 of this Call-off Agreement, the Customer does not require the Supplier to enter into a Collaboration Agreement.