



# Crown Commercial Service

## 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

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Digital Marketplace service ID number</b>	252530534113997
<b>Call-Off Contract reference</b>	CPD4124113
<b>Call-Off Contract title</b>	DLUHC Data Loss Prevention
<b>Call-Off Contract description</b>	<p>DLUHC Digital require a supplier, to design, develop and implement Data Loss Prevention (DLP) and Azure Information Protect (AIP) controls that are essential for DLUHC's compliance with business standards and industry regulations (Data protection and GDPR). This will help to protect sensitive information and prevent inadvertent disclosure.</p> <p>DLUHC have a limited DLP implementation running as a pilot with a small group of users across business functions. The Department intends to expand this to all users via a new project through this requirement, with supplier support, before the end of FY 22/23.</p>
<b>Start date</b>	28 November 2022
<b>Expiry date</b>	28 May 2023
<b>Call-Off Contract value</b>	£51,000 excluding VAT
<b>Charging method</b>	Invoice/BACS
<b>Purchase order number</b>	TBC

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.

<b>From the Buyer</b>	Department for Levelling Up, Housing and Communities (DLUHC) 2 Marsham Street London SW1P 4DF
<b>To the Supplier</b>	KONSOLUTE LTD 167 Great Portland Street London W1W 5PF Company number: 10018943
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: Contract Manager

Name: **REDACTED**

Email: **REDACTED**

### For the Supplier:

Title: CEO

Name: **REDACTED**

Email: **REDACTED**

Phone: **REDACTED**

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>28 November 2022</b> and is valid for <b>6 months</b> .
<b>Ending (termination)</b>	<p>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).</p> <p>The notice period for the Buyer is a maximum of <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for <b>1</b> period of up to <b>3 months</b>, by giving the Supplier <b>2 weeks</b> written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>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.</p> <p>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.</p> <p>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:</p> <p><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></p>

## 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.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 3: Cloud support</li> </ul>
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<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• <b>Discovery and Requirement</b></li> <li>• <b>Design and Test Plan</b></li> <li>• <b>Implementation and Testing</b></li> </ul> <p>Full information can be found in Schedule 1 – Buyer’s RfC.</p>
<b>Additional Services</b>	<b>Not Applicable</b>
<b>Location</b>	<p>The Services will be delivered remotely to DLUHC, 2 Marsham Street, London SW1P 4DF.</p> <p>Buyer will ensure Supplier has access to the relevant systems.</p>
<b>Quality standards</b>	The quality standards required for this Call-Off Contract are as specified in the Supplier’s Service Definition.
<b>Technical standards:</b>	The technical standards used as a requirement for this Call-Off Contract are as specified in the Supplier’s Service Definition.
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are in the Supplier’s Service Definition.
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is in the Supplier’s Service Definition and will take place from 28 November 2022.</p> <p>Supplier’s team must be SC-cleared to have access to the Data.</p> <p>Supplier will need to ensure employees are ready to work 10 days after contract start date.</p>
<b>Offboarding</b>	<p>Offboarding information can be found in paragraph 2.5.2 of the Supplier’s Service Definition (Call-Off Contract Annex A).</p> <p>The offboarding plan for this Call-Off Contract is:</p> <ul style="list-style-type: none"> <li>• Upon notice of termination or expiry of this Call-Off Contract, Supplier shall develop an Exit Plan/Strategy which must be submitted and agreed with Buyer, at least 90 days before the end of the Call-Off.</li> </ul>

<b>Collaboration agreement</b>	Not Applicable.
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed <b>£5,000,000</b>.</p> <p>The annual total liability for Buyer Data Defaults will not exceed <b>£2,000,000</b> or <b>125%</b> of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of <b>£2,000,000</b> or <b>125%</b> of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <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>
<b>Force majeure</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than <b>14</b> consecutive days.
<b>Audit</b>	Not Applicable.
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for granting access to the Systems that the Supplier's employees will be working on.</p> <p>Buyer is responsible for ensuring Supplier can access the office if needed, providing they are SC-cleared.</p>

<b>Buyer's equipment</b>	Not Applicable.
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## Supplier's information

<b>Subcontractors or partners</b>	Not Applicable.
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## Call-Off Contract charges and payment

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

<b>Payment method</b>	The payment method for this Call-Off Contract is Invoice/BACS.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is <b>monthly</b> in arrears.
<b>Invoice details</b>	The Supplier will issue electronic invoices <b>monthly</b> in arrears. The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.
<b>Who and where to send invoices to</b>	Invoices will be sent to <b>REDACTED</b> copying in <b>REDACTED</b> .
<b>Invoice information required</b>	All invoices must include a valid PO Number, full description of the goods and/or services, applicable start/end dates, and any other supporting information that may be of relevance.
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is <b>£51,000 excluding VAT</b> .

<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is <b>£51,000 excl VAT</b>.</p> <p>Full breakdown of Charges can be found under Schedule 1- Supplier's Proposal.</p>
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### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> <li>• In accordance with Schedule 1, the Supplier shall provide the Services required in Schedule 1 – Buyer's RfC.</li> <li>• In accordance with Schedule 1, DLUHC will measure the quality of the Supplier's delivery as set out in the table at point 4.2 within Buyer's RfC.</li> </ul>
<b>Guarantee</b>	Not Applicable
<b>Warranties, representations</b>	Not Applicable
<b>Supplemental requirements in addition to the Call-Off terms</b>	None required
<b>Alternative clauses</b>	None required
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	None required



<b>Public Services Network (PSN)</b>	
<b>Personal Data and Data Subjects</b>	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Not used

## 1. Formation of contract

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

<b>Signed</b>	Supplier	Buyer
<b>Name</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>Title</b>	CEO	Senior Procurement Advisor
<b>Signature</b>	<b>REDACTED</b>	<b>REDACTED</b>
<b>Date</b>	28/11/2022	29/11/2022

## Schedule 1: Services

Buyer's RfC

**REDACTED**

Supplier's Proposal

**REDACTED**

## 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. The detailed Charges breakdown for the provision of Services during the Term will include:

Deliverable	Cost
Discovery and design	£25,500
Implementation and testing	£17,000
Deployment and early life support	£8,500
Total (excluding VAT)	£51,000

**REDACTED**

## Customer Benefits

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

[G-Cloud 12 Customer Benefits Record](#)

## Part B: Terms and conditions

Schedule 3: Collaboration agreement – NOT USED

Schedule 4: Alternative clauses – NOT USED

Schedule 5: Guarantee – NOT USED

Schedule 6: Glossary and interpretations

Schedule 7: GDPR Information – NOT USED