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Service

G-Cloud 9 Call-Off Contract Short Term Payment Contingency (STPC)

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

Part A - Order Form

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Part A - Order Form

Digital Marketplace service ID number:	
Call-Off Contract reference:	Bravo Project 21295 Ecm_5820
Call-Off Contract title:	Short Term Payment Contingency (STPC)
Call-Off Contract description:	Cloud Software
Start date:	01 July 2018
Expiry date:	30 June 2020 (option to extend 1+1)
Call-Off Contract value:	£1,524,605 Includes: [REDACTED]
Charging method:	Invoice
Purchase order number:	Operational PO: [REDACTED]

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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	[REDACTED]
To: the Supplier	[REDACTED]
Together: the 'Parties'	

Principle contact details

For the Buyer:	[REDACTED]
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For the Supplier:	[REDACTED]
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Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st July 2018 and is valid for 24 months and 0 days (with the option to extend 12 +12 months)
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least (90) Working Days from the date of written notice for disputed sums or at least (30) days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 (two) periods of up to 12 (twelve) months each, by giving the Supplier 60 (sixty) days written notice before its expiry. 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.

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 2 - Cloud software
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined in Appendix F (<i>Proposal to DWP: Short Term Payment Contingency Service, updated 10th May 2018</i>) and subject to the Suppliers Terms and Conditions for the Provision of a Managed Payment Service included at Appendix E (the "Supplier Terms" for the purposes of Schedule 6 (Glossary and interpretations) below)</p> <p>The Suppliers' operational service ensures that, when instructed, BACS payments are converted into Faster Payments and appropriately / in accordance with processes agreed with FP scheme submitted into the FP Central Infrastructure. Under this service, payments will be meet customers expected receipt date in the event of delay activities within DWP domain. The service is highly resilient and managed within the same domain of the critical national infrastructure supplied by the Supplier.</p> <p>Connection is based upon a shared fixed extranet service</p> <p>DWP volumes will fluctuate dependant on the benefits and systems which fall into invocation and the volumes of DWP payments due during the invocation period.</p>
Additional services:	The Supplier is responsible for providing an upgrade of their systems as agreed in the proposal and work order as detailed in Appendices A and F.
Location:	The Services will be delivered to DWP Nationally, [REDACTED] across all benefit types.
Quality standards:	<p>The quality standards required for this Call-Off Contract are that the service, as described in Appendix C – Service Definition, must be:-</p> <ul style="list-style-type: none"> Fully resilient operating to ISO22301 standards Provide an exceptionally high level of security (Transport Layer Security 1.2 (TLS) and Secure Hashing Algorithm 2 (SHA) compliant in line with Industry standards.

Technical standards:	<p>The technical standards required for this Call-Off Contract are that the service must be fully compatible with existing DWP architecture and present no technology change within DWP estate.</p> <p>The service will have the technical capability of providing an end to end contingency service for DWP Nationally, [REDACTED]</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are (as set out in Appendix C):</p> <p>The Service is available for use 24 hours a day Monday to Friday excluding UK Bank Holidays.</p>
Onboarding:	<p>The onboarding plan for this Call-Off Contract is detailed in the Suppliers G-Cloud Service Overview at Appendix F – Supplier Proposal.</p> <p>The Supplier has an established on-boarding process with payment validation and simulation to test files in a sandbox environment. As these services are predominantly operating as a managed service, on-boarding requirements are limited.</p>
Offboarding:	<p>The off-boarding plan for this Call-Off Contract is detailed in the Suppliers G-Cloud Service Overview.</p> <p>Upon termination of the service, the Supplier will cease provision and the department will no longer have access to the service.</p>
Limit on Parties' liability:	<p>Subject to the terms of the Framework Agreement and the Suppliers Terms:</p> <p>The annual total liability of either Party for all Property defaults will not exceed the service charge paid in the previous 12 (twelve) months.</p> <p>The annual total liability for Buyer Data defaults will not exceed 10% of the Service Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other defaults will not exceed the service charge payable by the Buyer to the Supplier during the Call-Off Contract Term to the point of default.</p>
Insurance:	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • 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) • Employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law. • As detailed in the Certificate of Liability Insurance at Appendix I (sent under separate cover).
Force majeure:	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 90 (ninety) consecutive days.</p>
Audit:	<p>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. 7.8 of framework agreement</p> <p>The buyer retains the right of audit and access for 12 (twelve) months after expiry or termination of this contract.</p>
Buyer's responsibilities:	<ul style="list-style-type: none"> • The Buyer will work collaboratively with the supplier in the support of the delivery of Short Term Contingency Service. • The Buyer will provide early notice of invocation to the supplier and facilitate any lessons learnt with the supplier and other supply chain parties. • [REDACTED]
Buyer's equipment:	<p>There is no Buyer's equipment for use with this Call-Off Contract.</p>

Supplier's information

Subcontractors or partners:	Not applicable: [REDACTED]
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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.

Payment method:	The payment method for this Call-Off Contract is BACS to [REDACTED]
Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears (service to commence as of 1st January 2019). [REDACTED]
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 (thirty) days of receipt of a valid invoice. Please quote the above Invoice number in all correspondence Email: [REDACTED]
Who and where to send invoices to:	BACS Invoices will be sent to: [REDACTED]
Invoice information required – for example purchase order, project reference:	All invoices must include sufficient information to allow full validation by the Department, including purchase order number and period of payment.
Invoice frequency:	Invoice will be sent to the Buyer monthly in arrears.
Call-Off Contract value:	The total value of this Call-Off Contract is £1,524,605
Call-Off Contract charges:	The breakdown of the Operational Charges is [REDACTED]

Additional buyer terms

Personal Data and Data Subjects	Schedule 7 – Processing, Personal Data and Data Subjects applies.
Performance of the service and deliverables as referenced in Appendices A,B and C:	This Call-Off Contract will include:-: <ul style="list-style-type: none"> • A milestone plan that includes agreed acceptance criteria for the 6 months implementation period. • Agreed plan between the Supplier and the Sponsor Bank [REDACTED] for the Implementation of the authorisation gateway change. • Delivery of a Short Term Payment Contingency Service from the Supplier for a period of 18 months, post implementation. • End to end Invocation Management, as and when invoked by the Buyer. • In the event of termination and non-continuation of the service, the Incumbent Supplier will provide information to any new Supplier, to describe the function of the Service. This is intended to provide limited aid to the supplier in establishing a succeeding service. • [REDACTED] • There are no assets to return from the Supplier to the buyer or to a succeeding supplier in the event of either exit or service transfer.
Guarantee:	Not applicable. Schedule 5 does not apply.

Warranties, representations:	Not applicable
Supplemental requirements in addition to the Call-Off terms:	Not applicable
Alternative clauses:	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms:	Not applicable
Public Services Network (PSN):	Not applicable
Staff vetting	Not required.

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 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 agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[REDACTED]	[REDACTED]
Title:		
Signature:	X _____	X _____
Date:		