



Crown
Commercial
Service

Disaster Emergency Payment Service (DEPS)

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

Part A - Order Form

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Part A - Order Form

Digital Marketplace service ID number:	888294889223389
Call-Off Contract reference:	Ecm - 1375
Call-Off Contract title:	Disaster Emergency Payment Service (DEPS)
Call-Off Contract description:	Cloud Software
Start date:	1 st December 2018
Expiry date:	30 th November 2020 (option to extend +1+1)
Call-Off Contract value:	£3,362,741 [REDACTED]
Charging method:	Invoice
Purchase order number:	[REDACTED]

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

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] Buyer's main address: 2 nd Floor, Phase 2, East Wing Peel Park Control centre Brunel Way, Blackpool FY4 5ES
To: the Supplier	[REDACTED] Supplier's address: Vocalink Ltd 1 Angel Lane London EC4R 3AB Company number: 06119048

Together: the 'Parties'

Principle contact details

For the Buyer:	[REDACTED]
For the Supplier:	[REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 1 st December 2018 and is valid for 24 (twenty four) months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least [30] 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:	Option to extend 24 (twenty four) months from 1 st December 2020 to 30 th November 2021 and a further 24 (twenty four) months should this be required. [REDACTED]

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:	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: DEPS</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) Full definition of the services is detailed at Schedule 1.
Additional services:	The Supplier is responsible for providing an upgrade of their systems as agreed in the proposal and work order as detailed in Schedule 1, Appendix A and F.
Location:	The Services will be delivered to DWP Nationally, [Redacted] across all benefit types.
Quality standards:	The quality standards required for this Call-Off Contract are that the service, as described in Appendix C – Service Definition, must be:-

	<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:	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. The service will have the technical capability of providing an end to end contingency service for DWP Nationally, [Redacted]
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:	The onboarding plan for this Call-Off Contract is detailed in the Suppliers G-Cloud Service Overview at Appendix F – Supplier Proposal.
Offboarding:	The off-boarding plan for this Call-Off Contract is detailed in the Suppliers G-Cloud Service Overview. Upon termination of the service, the Supplier will cease provision and the department will no longer have access to the service.
Collaboration agreement:	Not Used
Limit on Parties' liability:	<p>Subject to the terms of the Framework Agreement</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 Service Data defaults will not exceed 100% of the Service Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>In relation to Buyer Data, the Supplier will be liable up to a maximum of £10 (ten) million, for the following types of loss which will be regarded as direct and will be recoverable by the Buyer for any:</p> <ul style="list-style-type: none"> regulatory losses or fines arising directly from the Supplier's breach of the Data Protection Legislation; other liabilities suffered by the buyer in connection with a Personal Data Breach.[VL Note – deleted as meaning unclear. We won't be delivering data.] <p>The Contractor's total overall aggregate liability for any claim (regardless of the cause of action, including with respect to the categories of liability referred to above and under any indemnity) shall be limited to a maximum of £10 (ten) million.</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.
Force majeure:	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.
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 the DEPS 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:	There is no Buyer's equipment for use with this Call-Off Contract.

Supplier's information

Subcontractors or partners:	None
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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:	<p>The payment profile for this Call-Off Contract is monthly in arrears.</p> <p>Set up/Implementation costs will be paid on completion of works.</p>
Invoice details:	<p>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.</p> <p>Please quote the above Invoice number in all correspondence [Redacted]</p>

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. [Redacted]
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 £3,362,741
Call-Off Contract charges:	The breakdown of the Charges is [Redacted]

Additional buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include:-: <ul style="list-style-type: none"> • Delivery of a DEPS service from the Supplier for a period of 24 months. • 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. • Changes to benefit names and code types to support [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
Personal Data and Data Subjects:	Schedule 7 – Processing, Personal Data and Data Subjects applies.

1. Formation of contract

G-Cloud 10 Call-Off Contract – RM1557.10 18-06-2018

<https://www.gov.uk/government/publications/g-cloud-10-call-off-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 RM1557.10.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[Redacted]	[Redacted]
Title:	Vocalink Ltd	DWP Financial Services
Signature:	<u>X</u>	<u>X</u>
Date:		