



Crown  
Commercial  
Service

RM 1557vii

G-CLOUD 7

**Call-Off Agreement and Call-Off Terms**

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**Schedule 2: Call-Off Terms**

Effective Date	20/03/2017	Order Reference	Project_19921
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**FROM:**

Customer	Secretary of State for Work and Pensions "Customer"
Customer's Address	Caxton House, Tothill Street, London, SW1A 9NA
Invoice Address	[REDACTED]
Principal Contact	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

**TO:**

Supplier	Dynatrace Limited "Supplier"
Supplier's Address	Quantum, 60 Norden Road, Maidenhead, SL6 4AY, UK
Account Manager	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

<b>1. TERM</b>
<p><b>1.1 Commencement Date</b></p> <p>This Call-Off Agreement commences on: 20/03/2017</p> <p><b>1.2 Expiry Date</b></p> <p>This Call-Off Agreement shall expire on:</p> <p>1.2.1 19/03/2018; or</p> <p>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.</p>

1.2.3 The Customer will have the option to extend this Call-Off Agreement to 19/03/19 by giving the Supplier at least Thirty (30) days' notice prior to the Expiry Date at 1.2.1. The per agent pricing for this extended period shall be the same as listed at 6.1 but the Customer may increase or reduce its licence count and may choose not to purchase consulting services in this extended period.

1.2.4 The software subscription shall not renew automatically. The Customer shall also not be required to inform the Supplier that they do not wish to renew the contract and they do not need to give notice of its expiry.

**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**

Service ID- 7343 7130 6691 4118

Item	Software Description/Services	Quantity	Perpetual, Term, SaaS, Services or Device	Initial Support Period From To	
1	Dynatrace Application Monitoring Production Edition - Java Agent (JVM) - Windows/Unix/Linux - Per JVM	37	Term	20 <sup>th</sup> March 2017	19 <sup>th</sup> March 2018
2	Dynatrace Application Monitoring Pre-Production Edition - Java Agent (JVM) - Windows/Unix/Linux - Per JVM	74	Term	20 <sup>th</sup> March 2017	19 <sup>th</sup> March 2018
3	Consulting Services in accordance with Attachment A1 titled FFP-289694	13 days	Services	20 <sup>th</sup> March 2017	19 <sup>th</sup> March 2018

1.3.2.1 Lot1 IaaS N/A;

1.3.2.2 Lot 2 PaaS N/A;

1.3.2.3 Lot 3 SaaS NA

1.3.2.4 Lot 4 Application Monitoring and User Experience Management Specialist G-Cloud Services

1.3.2.5 G-Cloud Additional Services N/A.

<b>2. PRINCIPAL LOCATIONS</b>
2.1 Principal locations where the services are being performed DWP – Caxton House, Tothill Street, London, SW1H 9NA

<b>3. STANDARDS</b>
3.1 Quality Standards As per G-cloud Offering 7343 7130 6691 4118

**3.2 Technical Standards**

As per G-cloud Offering 7343 7130 6691 4118

**4. ONBOARDING****4.1 On-boarding****1. Dynatrace Expert Services:**

For a period not to exceed Thirteen (13) days, a Dynatrace resource will conduct activities in relation to the following products:

- Application Monitoring

The Customer and Supplier agree a project plan will be decided within Ten (10) working days of the commencement date. However this will be subject to change as the on-boarding develops.

The expectation is that the Thirteen (13) days will be used as follows however this is subject to change;

- Initial deployment in test [One (1) day]
- Associate Classroom training [Three (3) days]
- Configuration Workshop [One (1) day]
- Test – Dashboard & alerting requirements gathering, implementation and coaching [Two (2) days]
- Deployment and configuration in UAT [Two (2) days]
- UAT – Dashboard & alerting requirements gathering, implementation and coaching [One (1) day]
- Deployment and configuration in Production [One (1) day]
- Prod – Dashboard & alerting requirements gathering, implementation and coaching [One (1) day]
- Troubleshooting, coaching, Q&A sessions, end user training [One (1) day]

**2. Attaining Value Through a Goal Led Methodology**

Dynatrace uses a Goal Led Methodology (GLM) to ensure that every customer receives the value they require from their Dynatrace platform. This GLM uses relevant proven best practices (building blocks) to achieve the Clients goals. Once the Client and Dynatrace have determined these goals, which should be a mix of short, medium and longer term, Dynatrace will identify the best practices required to achieve those goals.

The building blocks are a mix of offerings and activities which include client enablement, implementation, configuration, adoption, maintenance, management and process improvement with the aim of achieving the maximum value from the platform. Where appropriate, Dynatrace will highlight and document the value achieved in the form of Value Events. This methodology also allows clients to have a clear roadmap to allow focus on maturing their DPM (Digital Performance Management) Platform and planning for success.

**3. Client Deliverables**

- Appropriate access to building, environment, applications (security, non-disclosures, security clearance, etc.).
- Client must be properly licensed and in active maintenance for all Dynatrace technologies.
- Provide a dedicated qualified resource to be the single point of contact for each work stream for the Dynatrace team to coordinate efforts for the engagement.

**5. CUSTOMER RESPONSIBILITIES****5.1 Customer's Responsibilities**

- Appropriate access to building, environment, applications (security, non-disclosures, security clearance, etc.).
- Client must be properly licensed and in active maintenance for all Dynatrace technologies.
- Provide a dedicated qualified resource to be the single point of contact for each work stream for the Dynatrace team to coordinate efforts for the engagement.

**5.2 Customer's equipment**

To complete the associate training defined within the on-boarding services as defined in section 4.1 above each DWP delegate will need a laptop or desktop to complete the training. DWP will also need to provide a training room at Caxton House that can accommodate a maximum of 8 people with a projector and whiteboard.

**6. PAYMENT**

**6.1 Payment profile and method of payment**

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS)

Resource description	Rate	Quantity / Days	Total ex VAT
<del>Delivery of laptop to each delegate for training 37</del>	<del>3300</del>	37	<del>122100</del>
<del>Delivery of desktop to each delegate for training 74</del>	<del>1000</del>	74	<del>74000</del>
<del>Training room for 8 people 13 days</del>	<del>923</del>	13 days	<del>11999</del>
<b>Total</b>			<b>£125,601</b>

£125,601 plus VAT to be invoiced upon execution of this Call-off agreement and receipt of a valid Purchase Order.

**6.2 Invoice format**

The Supplier shall issue electronic invoice as detailed in section 6.1 above. 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 the contract value or £500,000 or the Charges payable to the Supplier during the Call-off Agreement Period (whichever is greater).

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 £500,000 or the Charges payable to the Supplier during the Call-off Agreement Period (whichever is greater).

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000 or one hundred and twenty five percent (125%) of the Charges payable 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.

<b>12. PERFORMANCE OF THE SERVICES AND DELIVERABLES</b>				
<b>12.1 Implementation Plan and Milestones (including dates for completion)</b>				
See table in section 12.2				
<b>12.2</b>				
If the Supplier wishes to use the Customer's name or logo in any press release, they will be required to gain approval from the DWP Press Office before speaking to the media.				
<b>12.3</b>				
Deliverables are defined as per DYNATRACE SMA.PDF				
Dynatrace SMA.pdf				
Timescales for delivery are as follows:				
<b>Milestone</b>	<b>Deliverables</b>	<b>Duration</b>	<b>Milestone Date</b>	<b>Customer Responsibilities</b>
Installation and training	Assistance in installation and configuration of APM agents, collectors and servers. Training delivered	13 days	31 <sup>st</sup> May 2017	1 DevOps engineer
<p><b>12.2.1</b> If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail 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.</p> <p><b>12.2.2</b> The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.</p> <p><b>12.2.3</b> The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.</p> <p><b>12.2.4</b> 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.)</p>				
<b>12.3 Service Levels</b>				
As detailed in the Service Definition on G-cloud offering 7343713066914118.				

**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.
11. [Alternative Clauses (select from Schedule 10: Alternative Clauses)] NA

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

**For and on behalf of the Supplier:**

Name and Title	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	[Redacted]

**For and on behalf of the Customer:**

Name and Title	[Redacted]
Position	[Redacted]
Signature	[Redacted]
Date	[Redacted]