

Schedule 1: **Call-Off Terms**

Date	05 January 2015	Order Reference	WP897
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FROM:

Customer	Cabinet Office on behalf of Government Digital Services " Customer "
Customer's Address	
Invoice Address	
Principal Contact	

TO:

Supplier	Scroll LLP " Supplier "
Supplier's Address	
Account Manager	

1. TERM
1.1 Commencement Date This Call-Off Agreement commences on: 05 January 2015
1.2 Expiry Date This Call-Off Agreement shall expire on: 1.2.1 04 January 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

GDS is supporting HM Government in its ongoing Digital Transformation.

We deliver outcomes that meet user needs through agile, multi-disciplinary teams working to user-focused backlogs. We will be putting place a series of teams to deliver against workstreams starting from January 2015.

These workstreams will explore, document and start to implement digital transformation of public services through the adoption and evolution of "government as a platform", including development of software prototypes and alpha/beta releases of certain services.

GDS are looking to procure the services of supply partners to assist with specialist needs including service design and user research, development of cloud-based software including prototypes, analysis of financial and service usage data, agile delivery and business analysis.

We will also be planning and implementing a common approach to productivity technology for civil servants across government. These workstreams will require specialist support from supply partners for the development of our approach, documentation and enabling reuse of certain methods and patterns, and implementation of this approach with certain departments and agencies.

The supplier's resources will continue to demonstrate capabilities and experience against the following high-level criteria:

- Quality and suitability of proposed candidates
- Track Record of Delivery
- Enablement
- Continuous Delivery
- Approach
- Alignment
- Evolutionary Architecture
- Specific Expertise
- Tool and platform selection
- Integration experience
- Operational experience
- Up-skill / share knowledge / best practice with exemplar department teams

We are expecting the supplier to be aligned with and informed by, but not limited to:

- GDS Principles
- GDS Design Principles
- Assisted Digital Strategy

The Contract will cover all roles on your rate card; Completion of this contract is no guarantee of work.

The Supplier will be required to work from remote locations across the UK dependent on the location of the projects to be completed.

The Intellectual Property of anything developed rests with the individual departments and/or GDS. We prize re-usability, transparency and open source.

1.3.2.1 Lot1 IaaS

1.3.2.2 Lot 2 PaaS

1.3.2.3 Lot 3 SaaS

1.3.2.4 Lot 4 5.G4.0707.203

Specialist Cloud
Services

1.3.2.5 G-Cloud

7. DISPUTE RESOLUTION**7.1 Level of Representative to whom disputes should be escalated to:****Supplier Named Person**

Stephen Foreshaw-Cain COO GDS

Hetty Meyric Hughes or Alison Cowe, Partners, Scroll LLP

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 £1 million.

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 £1 million / [fifty percent (50%)] of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period.

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 per cent (125%) per cent 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 CO9.2 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.

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	Hetty Meyric Hughes (Ms)
Position	
Signature	
Date	8 January 2015

For and on behalf of the Customer:

Name and Title	John Page
Position	
Signature	
Date	16/1/15