



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.

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| Digital Marketplace service ID number | 351489804024837 |
| Call-Off Contract reference | C80436 |
| Call-Off Contract title | Service Engine Optimisation (SEO) |
| Call-Off Contract description | SEO consultancy (1 day a week) to maintain our search ranking in Google and other search engines. "An additional 26 days of ad hoc SEO support that can be called off as needed in agreement with Torchbox". |
| Start date | 1 st September 2022 |
| Expiry date | 31 st August 2023 |
| Call-Off Contract value | £60,840.00 (Inc All Expenses) (Ex VAT) |
| Charging method | Monthly |
| Purchase order number | TBC |

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

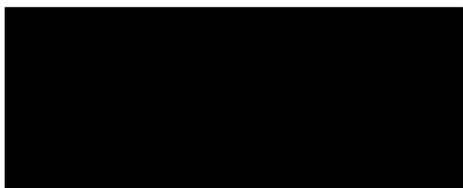
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

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.

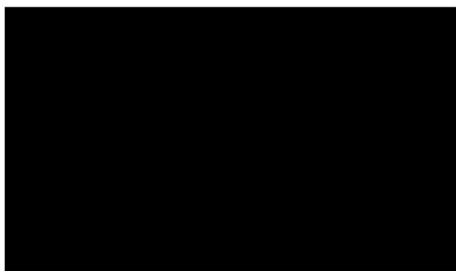
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| From the Buyer | Health & Social Care Information Centre (known as NHS Digital) 7 - 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP |
| To the Supplier | Torchbox Ltd Unit 9 Southill Business Park Cornbury Park Charlbury Oxfordshire OX7 3EW Company number: 3983354 |
| Together the 'Parties' | |

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

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| Start date | This Call-Off Contract Starts on 1st August 2022 and is valid for an initial 12 months with the option to extend for another 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 undisputed sums or at least 30 days from the date of written notice for Ending without cause, provided that for Ending without cause, Charges paid or payable to the Supplier are non-refundable and non-cancellable. |
| Extension period | This Call-Off Contract can be extended by the Buyer for a period of 12 months, by giving the Supplier 10 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.

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| G-Cloud lot | <p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support |
| 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 below:</p> <ul style="list-style-type: none"> • "This is a new procurement for Service Engine Optimisation SEO consultancy (1 day a week) to maintain our search ranking in Google and other search engines. • "An additional 26 days of ad hoc SEO SOW support that can be called off as needed in agreement with Torchbox". |
| Additional Services | <ul style="list-style-type: none"> • "An additional 26 days of ad hoc SEO support that can be called off as needed in agreement with Torchbox". |
| Location | <p>The Services will be delivered onsite at different NHSD site such as</p> <p>Health & Social Care Information Centre (known as NHS Digital)</p> <p>7 - 8 Wellington Place Leeds,</p> <p>West Yorkshire Leeds</p> <p>LS1 4AP</p> <p>The majority of the Services will be delivered remotely by the Supplier.</p> <p>Where required, the Supplier will work on-site with the Buyer at any one of the following sites, as requested:</p> <p>Leeds:</p> <p>7 - 8 Wellington Place Leeds,</p> |

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| | <p>West Yorkshire Leeds</p> <p>LS1 4AP</p> <p>London: Skipton House,</p> <p>80 London Road London</p> <p>SE1 6LH</p> <p>London: 8th Floor, 10 South Colonnade</p> <p>Canary Wharf</p> <p>London</p> <p>E14 4PU</p> |
| Quality standards | No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description |
| Technical standards: | No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description. |
| Service level agreement: | The service level and availability criteria required for this Call-Off Contract are as outlined in the suppliers G-cloud 12 offering. |

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| Onboarding | The onboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering |
| Offboarding | The offboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering. |
| Collaboration agreement | Not Applicable |
| Limit on Parties' liability | The annual total liability of either Party for all Property defaults will not exceed 125% The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). |

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| Insurance | <p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of the Call-Off Contract Term plus 6 years following the expiration or Ending of this Call-Off Contract • property damage insurance with a minimum limit of indemnity of £5 million public and • products liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the GCloud 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 higher as required by Law. |
| Force majeure | <p>For the avoidance of doubt, the COVID-19 pandemic shall not constitute a Force Majeure Event under the terms of this Call-Off Contract.</p> <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 20 consecutive days.</p> |
| Audit | <p>The Buyer shall have the same audit rights as CCS under the Framework Agreement. Therefore Clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated into this Call-Off Contract, with required amendments made to change the defined terms from 'CCS' to 'Buyer'.</p> |
| Buyer's responsibilities | <p>The Buyer has identified and agreed prioritised work with measures of success for the teams to work on initiatives ahead of commencing work collaborating with the Supplier.</p> |

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| Buyer's equipment | Not Applicable |
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Supplier's information

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| Subcontractors or partners | 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.

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| Payment method | The payment method for this Call-Off Contract is electronic funds transfer |
| Payment profile | The payment profile for this Call-Off Contract is monthly in arrears. |
| Invoice details | The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice. |
| Who and where to send invoices to | Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at Sbs- |

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| | w.payables@nhs.net. Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address. | | | |
| Invoice information required | <p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p> | | | |
| Invoice frequency | Invoice will be sent to the Buyer Monthly | | | |
| Call-Off Contract value | The total value of this Call-Off Contract is £60,840.00 (Includes All Expenses) (Excluding VAT) | | | |
| Call-Off Contract charges | <p>The breakdown of the Charges is</p> <div></div> <table><tr><td>Total 1 year contract value excl. VAT</td><td>£60,840(Inc Expenses)</td></tr></table> | | Total 1 year contract value excl. VAT | £60,840(Inc Expenses) |
| Total 1 year contract value excl. VAT | £60,840(Inc Expenses) | | | |

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| | <ul style="list-style-type: none"> • [REDACTED] SEO Support will be paid monthly in arrears. • "An additional [REDACTED] of ad hoc SEO SOW support that can be called off as needed in agreement with Torchbox". |
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Additional Buyer terms

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| Performance of the Service and Deliverables | This Call-Off Contract will include the details in the Suppliers G-cloud 12 services and deliverables. |
| Guarantee | Not Applicable |
| Warranties, representations | Not Applicable |
| Supplemental requirements in addition to the Call-Off terms | <p>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:</p> <p>1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer.</p> <p>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies</p> |

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| | <p>involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.</p> <p>1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</p> <p>1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</p> <p>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.</p> <p>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</p> <p>1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.</p> |
| Alternative clauses | Not Applicable |

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| <p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p> | <p>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table border="1" data-bbox="531 427 1313 2002"> <tr> <td data-bbox="531 427 794 1122"> <p>Central Government Body</p> </td><td data-bbox="794 427 1313 1122"> <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> </td></tr> <tr> <td data-bbox="531 1122 794 1693"> <p>CSR Laws</p> </td><td data-bbox="794 1122 1313 1693"> <p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;</p> </td></tr> <tr> <td data-bbox="531 1693 794 2002"> <p>CSR Policies</p> </td><td data-bbox="794 1693 1313 2002"> <p>means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to</p> </td></tr> </table> | <p>Central Government Body</p> | <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> | <p>CSR Laws</p> | <p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;</p> | <p>CSR Policies</p> | <p>means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to</p> |
| <p>Central Government Body</p> | <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> | | | | | | |
| <p>CSR Laws</p> | <p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;</p> | | | | | | |
| <p>CSR Policies</p> | <p>means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to</p> | | | | | | |

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| | | time, and “ CSR Policy ” shall mean any one of them; |
| | Cyber Security Requirements | <p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>b) <i>[NHS Digital to identify any other compulsory requirements and list them here]</i>; and</p> <p>c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;</p> |
| | DSP Toolkit | <p>means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian’s 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/, as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;</p> |
| | General Change in Law | <p>means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially amend, replace or supersede any existing Law;</p> |
| | Law | <p>means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law,</p> |

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| | | regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State); |
| | Purchase Order | means the Buyer's unique number relating to the supply of the Services; |
| | Receipt | means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time; |
| | Unavoidable Losses | means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1; |
| | 1) Clause 11.2 of the Call-Off terms shall be deleted in its entirety and replaced with the following new Clause 11.2: | |