



**Crown
Commercial
Service**

G-Cloud 11 Call-Off Contract

Contents

Part A - Order Form	1
Principle contact details	2
Call-Off Contract term	2
Buyer contractual details	3
Supplier's information	5
Call-Off Contract charges and payment	5
Additional buyer terms	6
Schedule 1 - Services	7
Schedule 2 - Call-Off Contract charges	7
Part B - Terms and conditions	8
1. Call-Off Contract start date and length	8
2. Incorporation of terms	8
3. Supply of services	9
4. Supplier staff	9
5. Due diligence	10
6. Business continuity and disaster recovery	10
7. Payment, VAT and Call-Off Contract charges	11
9. Insurance	12
10. Confidentiality	13
11. Intellectual Property Rights	13
12. Protection of information	14
13. Buyer data	15
14. Standards and quality	16
15. Open source	16
16. Security	17
17. Guarantee	17
18. Ending the Call-Off Contract	18
19. Consequences of suspension, ending and expiry	19
20. Notices	20

Guarantee and indemnity	15
Obligation to enter into a new contract	15
Demands and notices	15
Beneficiary's protections	16
Representations and warranties	17
Payments and set-off	18
Guarantor's acknowledgement	18
Assignment	18
Severance	18
Third-party rights	18
Governing law	18
Schedule 6 - Glossary and interpretations	19
<i>Schedule 7 - GDPR Information.</i>	30
Annex 1 - Processing Personal Data	30

Part A - Order Form

Digital Marketplace service ID number:	3646 1660 9003 872
Call-Off Contract reference:	ITPD0195
Call-Off Contract title:	Digital form submission software
Call-Off Contract description:	Provision of digital form submission software
Start date:	26th July 2019
Expiry date:	25th July 2020
Call-Off Contract value:	£115,548.00
Charging method:	Quarterly invoice in advance (BACS)
Purchase order number:	tbc

Principle contact details

For the Buyer:	Name: Mark Humphrey Email: mark.humphrey@boris-software.com Phone: 07939 356306
For the Supplier:	Title: Project Manager Name: Tamara Parsons Email: tamara.parsons@highwaysengland.co.uk Phone: 07719 987227

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 26 th July 2019 and is valid for 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.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of 12 months each, by giving the Supplier 4 weeks 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:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: <ul style="list-style-type: none"> • Real time reporting • Bespoke forms • Digital photos with GPS • Monday – Friday 9am to 5pm Service desk
Additional Services:	User training.
Location:	The Services will be delivered to all users within Highways England nationwide via a nominated primary contact.



	<ul style="list-style-type: none"> • Email support within responses within 48 hours • Trouble shooting • 95% availability of hosting server
Onboarding:	The onboarding plan for this Call-Off Contract is continuation of current service with scope to develop the usage of the software over the 12 month period.
Offboarding:	The offboarding plan for this Call-Off Contract is not applicable.
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £1 million.</p> <p>The annual total liability for Buyer Data defaults will not exceed £1 million of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £1 million of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</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 10 consecutive days.
Audit:	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.
Buyer's responsibilities:	<p>The Buyer is responsible for</p> <ul style="list-style-type: none"> • providing specifications and guidance on form templates • giving steer in future development ideas • managing user accounts and licence usage • Ensuring invoices are correct before payments are release
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes not applicable.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's 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

Signed:	Supplier	Buyer
Name:	Mark Humphrey <i>D. MCKENNA</i>	Colin Jones
Title:	Director	Procurement Delivery Lead
Signature:		
Date:		01/08/2019

Schedule 1 - Services

- Real time reporting
- Bespoke forms
- Digital photos with GPS
- Monday – Friday 9-5 Service desk
- Training support and development

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

- Quarterly licence cost of £22,500-£23,625 (User Depending) Initial user count is 1,000
- Yearly hosting payment of £1,790
- Excluding VAT

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off