Crown Commercial Service

G-CLOUD 8 CALL-OFF CONTRACT

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

Part A - Order Form

Buyer	The Department for Communities and Local Government (DCLG)
Service reference	Service ID 785749319458965
Supplier	Leidos Innovations UK Ltd.
Call-Off Contract ref.	CPD4117065
Call-Off Contract title	Support for ERDF (MCIS/TESA) Systems
G-Cloud Framework No.	RM1557viii
Call-Off Contract description	Support and Maintenance services for DCLG's EDRF Systems MCIS and TESA
Start date	15th April 2017
End date	14th April 2019
Call-Off Contract value	[redacted]
Charging method	Monthly in arrears
Purchase order No.	TBC

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. "[this is a term you can alter]".

Project reference: CPD4117065
Buyer reference: CPD4117065

Order date:
Purchase order: TBC

From: the Buyer

[redacted]
Fry Building, 2 Marsham Street, London SW1P 4DF

To: the Supplier

Leidos
[0333 6000 200]
Supplier's address:
[Skypark 1]
o
8 Elliot Place
Glasgow
G3 8EP
UK
Company number: SC112421

Together: the "Parties"

Principle contact details

For the Buyer:	Name & title:	[redacted]
	Email:	[redacted]

	Phone:	[redacted]
For the supplier	Name & title:	[redacted]
	Email:	[redacted]
	Phone:	[redacted]

Call-off contract term

Commencement date: This Call-Off Contract commences on [15/04/2017] and is valid for [24] [months].

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least [90] working days from the date of written notice for disputed sums or at least [30] days from the date of written notice for termination without cause.

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 utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot

This Call-Off Contract is for the provision of Services under

[Lot 1 IaaS – N/A]

[Lot 2 PaaS – N/A]

[Lot 3 SaaS – N/A]

[Lot 4 Specialist Cloud Services]

G-Cloud 8 services required:

The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:

- [Application Management and Support. Full details of how the Supplier will provide these Specialist G-Cloud services to the Customer are set at Annex A, specifically within the PDF document with Services with the following file name]
- [DCLG_ERDF_Support_Process_Rev8]

Additional Services:	[For the avoidance of doubt: The details contained within the document listed above form part of this Call-Off Agreement [redacted]
Location:	The Services will be delivered to [DCLG. Support is provided remotely from the Supplier’s offices]
Quality standards:	The quality standards required for this Call-Off Contract are [ISO9001, ISO27001 and ISO20000]
Technical standards	The technical standards required for this Call-Off Contract are [Technical Standards applied are in line with existing standards in place for MCIS and TESA development and support services]
On-boarding	The on-boarding plan for this Call-Off Contract is [N/A]

Off-boarding	The off-boarding plan for this Call-Off Contract is [This is covered by the existing agreed Exit Plan]
Limit on supplier's liability:	In accordance with Call-Off Contract clause 31.5, the Limit on supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data is [redacted] for a Data breach solely due to the Supplier's negligent acts or omissions.]
Insurance:	In accordance with Call-Off Contract clause 10, the insurance(s) required will be: [a minimum insurance period of [6 years] following the expiration or earlier termination of this Call-Off Contract] [professional indemnity insurance cover to be held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of [redacted] for each individual claim or such higher limit as the Buyer may reasonably require (and as required by Law)] [employers' liability insurance with a minimum limit of [redacted] or such higher minimum limit as required by Law from time to time.
Buyer's Responsibilities	The Buyer is responsible for [As defined in the service description document in Appendix A of this Call of Schedule].
Buyer's equipment	The Buyer's equipment to be used in connection with this Call-Off Contract includes [DCLG to ensure the provision of access to their servers that are currently hosted by a third party hosting

provider].

Supplier’s information

Commercially sensitive information:	The following is a list of the Supplier’s commercially sensitive information [].

[redacted]	[redacted]	[redacted]
[redacted]	[redacted]	[redacted]

Subcontractors / Partners:	The following is a list of the Supplier’s Subcontractors/Partners [N/A].

Call-Off Contract Charges and payment

The Call-Off Contract charges and payment details are below. See Schedule 2 for a full breakdown.

Payment method (GPC or BACS):	The method of payment for this Call-Off Contract is [BACS].
Payment profile:	The payment profile for this Call-Off Contract is [monthly in arrears].
Invoice details:	The Supplier shall issue electronic invoices [monthly/quarterly] in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within [30] calendar days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices shall be sent to Central Invoice Processing Team Department for Communities and Local Government CIP Team 4th Floor, High Trees, Hillfield RoadHemel Hempstead, Herts HP2 4XN
Invoice information required – eg PO,	All invoices must include:

project ref, etc.	• Include the DCLG Purchase Order number and line reference, eg. CPD4117065 • Ensure the quantity and pricing units are consistent with the Purchase Order • Ensure the description of goods/services matches with the Purchase Order • Correctly address your invoice to the Invoice processing team (at the bottom of this letter) • Ensure any credit note quotes the invoice and Purchase Order to which it refers To minimise delays in payment of your invoice, ***never*** • Accept a request for goods or services from DCLG staff without receipt of a valid Purchase Order (unless they are paying by Government Procurement Card) • Invoice unless you have a valid Purchase Order number • Forward invoices to any address other than the one shown stated above • Use prices, quantities or descriptions that differ from the Purchase Order • Submit invoices which in total are in excess of the Order value **It is DCLG policy to return to suppliers any invoice which does not bear valid Purchase Order information as described above.** For queries regarding invoices, please contact our Helpdesk on 0303-4442300. **DCLG is committed to the Government Transparency agenda. You should ensure that you are aware of what that means to you. Please visit http://www.communities.gov.uk/corporate/transparencyingovernment/ for further details.**
Invoice frequency	Invoice will be sent to the Buyer [Monthly].
Call-Off Contract value:	The value of this Call-Off Contract is [redacted]
Call-Off Contract Charges:	£[redacted] per month

Additional Buyer terms

Performance of the service and deliverables

This Call-Off Contract will include the following implementation plan and milestones:

Deliverables	Duration
See Service Description in Support Document in Appendix A	2 Years

- Service Levels as defined in Service Description in Support Document Appendix A].

Collaboration agreement

Warranties, representations

In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that [N/A].

Supplemental requirements in addition to the call-off terms

In accordance with Call-Off Contract clauses, the Supplier will [N/A].

Buyer specific amendments to/refinements of the Call-Off Contract terms

In accordance with Call-Off Contract clauses, the Supplier will [enter text].

Public Services Network (PSN)

The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

Delivery of PSN Compliant Services
If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority
The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

Formation of 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 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.

1.4 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 undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the “Framework Agreement”).

(B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:

	Supplier:	**Buyer:**
Name:	[redacted]	[redacted]
Title:	Portfolio Manager	Procurement Manager
Signature:		X ______________________
[redacted]	[redacted]	[redacted]

Part B - The Schedules

Schedule 1 - Deliverable

Guidance note: To be added in agreement between the Buyer and Supplier and will be within those G-Cloud Services capable of being provided by the Supplier via the Digital Marketplace.

[Enter text].

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) cannot be amended during the term of the Call-Off Contract. The detailed breakdown for the provision of Services during the term of will include (but will not be limited to):

- [Enter text]
- [Enter text]
- [Enter text].

Schedule 3 – Not Used