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G-CLOUD 8 CALL-OFF CONTRACT

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

Part A - Order Form

Part B - The Schedules

Schedule 1 - Deliverables

Schedule 2 - Call-Off Contract Charges

Schedule 3 - Deed of Guarantee

Part C – Terms and conditions

1. Contract start date, length and methodology
2. Overriding provisions
3. Transfer and sub-contracting
4. Supplier Staff
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Records and audit access
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Security
20. Guarantee
21. Incorporation of Terms
22. Managing Disputes
23. Termination
24. Consequences of termination
25. Supplier's status
26. Notices
27. Exit plan
28. Handover to replacement Supplier
29. Force Majeure
30. Entire Agreement
31. Liability
32. Waiver and cumulative remedies
33. Fraud
34. Prevention of bribery and corruption
35. Legislative change
36. Publicity, branding, media and official enquiries
37. Non Discrimination
38. Premises
39. Equipment

-
40. Contracts (Rights of Third Parties) Act
41. Law and jurisdiction
42. Environmental requirement
43. Defined Terms

Part A - Order Form

Buyer Housing Ombudsman Service (HOS)
Service reference Service ID 464192699625431
Supplier Traineasy
Call-Off Contract ref. HOS e-Learning
Call-Off Contract title E-learning content design and hosting
G-Cloud Framework No. GCloud 8

Call-Off Contract description To develop e-learning content for landlord and tenant communities with modules/screens based on HOS requirements to level 2 interactivity and aligned to HOS budget. The supplier to host the e-learning on their LMS solution. The solution to be as configurable as possible to render it capable of manipulation by trained HOS administrative staff.

Start date TBD

End date TBD

Call-Off Contract value

- Development £22,200
- LMS Hosting £1,000 per annum
- HOS Training £300 (one off)
- Migration of records £500 (one off)

Charging method Milestone achievement for development effort
Fixed price for Hosting
Fixed price for Training
Fixed price for Record Migration

Purchase order No. TBD

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: Landlord & Tenant e-learning
Buyer reference: HOS/Traineasy

Order date: 9th January 2017

Purchase order: [Enter text]

From: the Buyer

The Housing Ombudsman
Harbour Exchange Tower 1
Exchange Square E14 9GE

To: the Supplier

Traineasy

Supplier's address:

3, Furzton Lake
Shirwell Crescent

Furzton
Milton Keynes
Buckinghamshire
MK4 1GA

Company number: 36340

Together: the "Parties"

Principle contact details

| | | |
|------------------|---------------|--|
| For the Buyer: | Name & title: | Rosalind D'Cruz |
| | Email: | rdcruz@housing-ombudsman.org.uk |
| | Phone: | 020 7421 3458 |
| For the supplier | Name & title: | Sarah Lambie, Business Development Manager |
| | Email: | Sarah.lambie@traineasy.com |
| | Phone: | 01908 508777 |

Call-off contract term

| | |
|---------------------------|--|
| Commencement date: | This Call-Off Contract commences on 9 th January 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 3 Software as a Service |
| G-Cloud 8 services required: | <p>The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:</p> <ul style="list-style-type: none">• Development of up to 360 screens or up to 6 hours of e-learning• Audio recording (1 per e-learning module) using in-house Traineasy services• Up to 2 on-site visits by Traineasy during development phase• Hosting of the e-learning modules on Traineasy's LMS• Migration of approximately 3,500 existing learning records• Remote LMS training via WebEx for HOS administrators |

Guidance note: Due to the nature of G-Cloud Services It is not possible in a static Order Form to exactly define the consumption of services over the duration of the Call-Off Contract. You should state the initial volumes of all services that are likely to be consumed under the Call-Off Contract.

If there is a service that will be consumed under the Call-Off Contract but not on the Commencement Date simply put 'zero' for the Initial quantity.

In some cases initial order volumes for each G-Cloud Service will suffice.

- Increased screen development >360 or > 6 hours will be charged at a development cost of £400 per additional day of e-learning development services required - this excludes project management/design and testing effort
- Onsite training on the use of Articulate Storyline will cost £675 per day to include 3 attendees. T&S is charged separately
- Advanced LMS training is available at a cost of £300 for a 0.5 day of remote WebEx training
- Post development changes to e-learning modules are charged at £400 per day or part thereof
- External audio actors are charged at £500 per voiceover (1 per module)
- Shooting or editing video files is charged at £400 per man day
- Technical support and help desk services can be contracted separately
- Technical Support / help Desk services may be purchased on an ad hoc basis @ £56.25 per hour. (£450 per day)
- Articulate Storyline is available for purchase at a cost of £1,155 per licence.
- LMS maintenance – annual cost £1,000

Additional Services: All of the above additional services are available to purchase by the Housing Ombudsman through this Call Off agreement. Where such additional services are required, the Call Off contract will be varied to reflect the increase in scope.

Guidance note: If relevant, include details of additional services to be provided. Additional services (Lot 4 only) are ancillary to G-Cloud services which are in scope of the Framework.

Location: The Services will be delivered to The Housing Ombudsman's customers; Member Landlords and their tenants.

Guidance note: If relevant, include details of the main locations being served by the Supplier through this Call-Off Contract. For many services location will not be relevant.

Contract. For many services location will not be relevant.

For Lot 4 Specialist Cloud Services, particularly where there is on-site service provision, location should always be provided at the time of the Order.

Quality standards: The quality standards required for this Call-Off Contract are the usual standards expected of a supplier in this sector.

Technical standards The technical standards required for this Call-Off Contract are compatible with modern technology access mediums and the LMS electronic response times appropriate to the different access mediums.

Guidance note: The quality and technical standards section cannot be used to stipulate quality or technical standards not already offered or defined in the G-Cloud Service as either a requirement or acceptance criteria. This section should also be used to stipulate the need for PSN compliance for the given G-Cloud Services.

On-boarding The on-boarding plan for this Call-Off Contract is to hold an initial engagement meeting with the in house HOS team to outline timelines and project approach. The contractor is expected to work collaboratively with the incumbent supplier to ensure that there is seamless transition of services including migration of existing learning records.

Guidance note: This may include an implementation plan to include an outline of processes, costs (for example) associated with implementing the services.

Off-boarding The off-boarding plan for this Call-Off Contract is to ensure that all HOS training material and records are returned to HOS and or another SP to facilitate continuity of service. The contractor will be expected to provide reasonable assistance to ensure a smooth handover.

Guidance note: This may include an exit plan of processes or costs (for example) associated with exiting the Call-Off Contract.

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 £500,00

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 £1,000,000 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 £5,000,000 or such higher minimum limit as required by Law from time to time.

Guidance note: Consider if the above limits of Insurance are appropriate and make any changes that may be considered necessary in accordance with the Call-Off Contract.

Buyer's Responsibilities

The Buyer is responsible for

- Providing the information needed by the supplier in a timely fashion so that the agreed project timeframes can be met
- Checking and signing off finished work in a timely fashion so that the agreed project timeframes can be met
- Ensuring that request changes are controlled so that work previously signed off and agreed is not impacted

Guidance Note: Include details of any specific requirements/responsibilities on the Buyer – for example, the granting of access to the relevant site, provision of a telephone line etc. This may be of particular relevance for Lot 4, Specialist Cloud Services.

Buyer's equipment

The Buyer's equipment to be used in connection with this Call-Off Contract includes N/A

Guidance note: insert details of any equipment and

agreement if/where necessary from third parties that the Buyer is responsible for providing. Do not re-state any basic technical requirements for services to operate already stated in the Service Description e.g. do not include 'works only with browser version x'.

Supplier's information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information [Not used].

Guidance note: If relevant, include details of information relating to business affairs, trade secrets but does not include pricing, service description or Supplier Terms.

Subcontractors / Partners:

The following is a list of the Supplier's Subcontractors/Partners
Lisa Emmington Instructional Designer.

Guidance note: If relevant, include details of sub-contractors to be used for the delivery of the G-Cloud service.

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 by receipt of valid invoice payable 30 days in arrears

Payment profile:

The payment profile for the development effort for this Call-Off Contract is milestone based

The payment milestones are as follows*

Part 1 (3 modules);

- Being Fair,
- Putting it Right
- learning from outcomes

designed/developed and signed off and accepted by HOS -
£7,400 target date: 24th March 2017

Part 2 (3 modules),

- Repairs
- Unacceptable behaviour,

- Anti-social behaviour

designed/developed and accepted into live by HOS - £7,400
target date: 21st April 2017

Part 3 – designated persons/resident learning (TBD)

Learning designed/developed and accepted into live by HOS -
£7,400 target date: 26th May 2017

****The parties to agree prior to commencement of development the composition and make up of each module. Both parties to agree a project plan and governance process to support payment and acceptance of deliverables in a timely manner.***

LMS hosting due on 28/2/17 to support implementation of first milestone and thereafter as it falls due annually.

Training of HOS staff as required

Migration of legacy training records on successful completion of the migration – one off payment of £500

Guidance Note: Many suppliers offer payment options, state here which method of payment and profile has been agreed.

Invoice details:

The Supplier shall issue electronic invoices monthly 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 invoices@housing-ombudsman.org.uk

Invoice information required – eg PO, project ref, etc.

All invoices must include PO number and sufficient detail to support the payment including evidence of sign off of milestones where appropriate.

Invoice frequency

Invoice will be sent to the Buyer on achievement of milestones

Call-Off Contract value:

The value of this Call-Off Contract is £25,000 not including additional items that may be called off over the duration of the contract

Call-Off Contract Charges:

- Development £22,200
- LMS Hosting £1,000 per annum
- HOS training £300 (one off)
- Migration of legacy training records £500

Additional Buyer terms

- The supplier will use all reasonable efforts to develop the solution in a manner which renders it capable of configuration by HOS staff for "simple and non-complex changes", which is defined for the purposes of this Call off as changes to text, images and HOS supplied questions.
- The supplier will provide reasonable assistance to HOS and another Service provider in the event of a future change of provider. Such assistance to include prompt return of HOS training records and training content including any archived data. The system allows user data and training records to be downloaded freely at no cost at any time. Any additional customer requirements shall be chargeable at the day rate of £450 or part thereof
- As HOS is required to provide 3 months' notice to the incumbent, the supplier will take this into account in the project planning to enable such notice be provided in a timely manner.

Performance of the service and deliverables This Call-Off Contract will include the following implementation plan and milestones:

- Project Plan to be agreed within 10 working days of contract signature
- Reporting against milestone achievements to be shared with HOS team in a manner which supports “no surprises”

Guidance Note: Consider what milestones should be used together with associated deliverables and what the dates are for achievement of those milestones. Please also refer to the service levels/response times detailed in the Supplier's G-Cloud service on the Digital Marketplace and/or Supplier terms.

Collaboration agreement

The Buyer does not require the Supplier to enter into a Collaboration Agreement.

[The Collaboration Agreement shall be entered into on the Commencement Date.] [The Supplier shall deliver to the Buyer an executed Collaboration Agreement prior to the Call-Off Contract Commencement Date].

[In addition to its obligations under any Collaboration Agreement, the Supplier shall:

- ~~• work pro-actively with each of the Buyer's contractors~~
- cooperate with the Buyer's contractors of other services to enable the efficient operation of the ICT services, and
- assist in sharing information with the Buyer's contractors for the purposes of facilitating adequate provision of the G-Cloud Services]

Guidance note: consider if a Collaboration Agreement is required deliver G-Cloud Services. Buyers should consider using this when they need to provide for the ongoing cooperation of suppliers to deliver the G-Cloud Services in the Call-Off Contract.

Warranties, representations

In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that [enter any additional warranties and representations].

Supplemental

In accordance with Call-Off Contract clauses, the Supplier will

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.


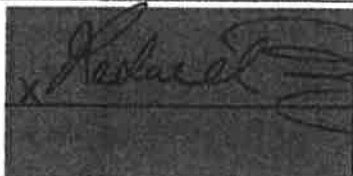
1.4 The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

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: | Sarah Lambie | Housing Ombudsman |
| Title: | Business Development Manager | Commercial Manager |
| Signature: |  |  |
| Date: | Click here to enter a date. 09/02/17 09/02/17 | |

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.

The supplier will provide e-learning modules containing up to 360 screens or taking learners no more than 6 hours to complete for the development costs quoted in this Call Off.

The supplier will host the e-learning solution on its LMS system and will make this available to the HOS customer base of registered landlords and their tenants.

The solution will be accessed via the internet and to ensure the same level of compatibility as is currently achieved, the same authoring tool as has been used to date (Articulate Storyline) will be used by the supplier for the development of the modules.

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):

- Development of up to 360 screens or 6 hours of e-learning at a cost of £22,200
- LMS Hosting: £1,000 annually
- Training via WebEx of HOS administrators £300
- Migration of legacy (3,500 approx) £500

Charges for additional items are notes in section "Additional Services" above

Schedule 3 - Deed of guarantee

This deed of guarantee is made on [insert date date/month/year] 20[] between:

(1) [Insert the name of the guarantor] a company incorporated in England and Wales with number [insert company no.] whose registered office is at [insert details of the guarantor's registered office here] [OR] [a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ('guarantor'); in favour of and

(2) THE BUYER whose offices are XXXXXXXXXXXXXXXXXXXX ('Beneficiary')

Whereas:

(A) The guarantor has agreed, in consideration of the Buyer entering into the Call-Off Contract with the Supplier, to guarantee all of the Supplier's obligations under the Call-Off Contract.

(B) It is the intention of the Parties that this document be executed and take effect as a deed.

Guidance Note: Where a parent company guarantee is required, include the wording below and populate the box below with the parent company's details. Where a parent company guarantee is not required then the section below and other references to the guarantee should be deleted.

Suggested headings are as follows:

Demands and notices

Representations and Warranties

Obligation to enter into a new Contract

Assignment

Third Party Rights

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(1) [Insert the name of the guarantor] a company incorporated in England and Wales with number [insert company no.] whose registered office is at [insert details of the guarantor's registered office here] [OR] [a company incorporated under the Laws of [insert country], registered in [insert country] with number [insert number] at [insert place of registration], whose principal office is at [insert office details] ('**guarantor**'); in favour of **and**

(2) THE BUYER whose offices are XXXXXXXXXXXXXXXXXXXX ('**Beneficiary**')

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Suggested headings are as follows:

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Assignment

Third Party Rights

Governing Law

[PARENT COMPANY GUARANTEE]

This Call-Off Contract is conditional upon the provision of a Guarantee to the Buyer from the guarantor in respect of the Supplier.]

| | | |
|-------------------------------|-----------------------------------|---------------------------------------|
| [Parent Company] | [Company Name] "Guarantor" | |
| Parent Company Address | [Company Address] | |
| Account Manager: | Name: | [Account Manager Name] |
| | Address: | [Account Manager Address] |
| | Phone: | [Account Manager Address] |
| | Email: | [Account Manager email] |
| | Fax: | [Account Manager Fax (if applicable)] |

In consideration of the Buyer entering into the Call-Off Contract, the Guarantor hereby agrees with the Buyer as follows:

SCH 3.1 DEFINITIONS AND INTERPRETATION

In this Deed of Guarantee, unless defined elsewhere in this Deed of Guarantee or the context requires otherwise, defined terms will have the same meaning as they have for the purposes of the Call-Off Contract.

| | |
|---------------------------------|---|
| 'Call-Off Contract' | means [the Guaranteed Agreement] made between the Buyer and the Supplier on [insert date] |
| 'Guaranteed Obligations' | means all obligations and liabilities of the Supplier to the Buyer under the Call-Off Contract together with all obligations owed by the Supplier to the Buyer that are supplemental to, incurred under, ancillary to or calculated by reference to the Call-Off Contract |
| 'Guarantee' | Means the deed of guarantee described in the Order Form (Parent Company Guarantee); |