



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.

Digital Marketplace service ID number	970782329128664
Call-Off Contract reference	REDACTED
Call-Off Contract title	Microsoft Enterprise Support
Call-Off Contract description	Support across all Microsoft products providing problem resolution services and reactive and preventative support.
Start date	1st November 2022
Expiry date	31st March 2023
Call-Off Contract value	The contract value is £391,034 excluding VAT
Charging method	One time in advance
Purchase order number	REDACTED

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.

From the Buyer	Department for Work and Pensions Caxton House Tothill Street Westminster London SW1H 9NA
To the Supplier	Microsoft Limited Microsoft Campus, Thames Valley Park, Reading, RG6 1WG
Together the 'Parties'	

Principle REDACTED

For the Buyer:

Title: REDACTED

Name: REDACTED

Email: REDACTED

Phone: REDACTED

For the Supplier:

Title: REDACTED

Name: REDACTED

Email: REDACTED

Phone: REDACTED

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1st November 2022 and is valid for 5 months .
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	This Call-Off Contract shall not be subject to the optional extension period of up to 12 months each.

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 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined in the statement of Work as referenced in Schedule 1 'Services'.
Additional Services Location	The Services will be delivered from any site deemed necessary for the successful execution of Schedule 1. It is anticipated the main DWP sites will be: Department For Work And Pensions Quarry House Quarry Hill Leeds LS2 7UA
Quality Standards	The quality standards required for this Call-Off Contract are not applicable for Unified Support Services.
Technical Standards	The technical standards used as a requirement for this Call-Off Contract are not applicable for Unified Support Services.
Service level agreement	Service level and availability criteria for this Call-Off Contract are available in Schedule 1.
Onboarding	The onboarding plan (if any) for this Call-Off Contract are not applicable to Unified Support Services.
Offboarding	The offboarding plan (if any) for this Call-Off Contract are not applicable to Unified Support Services.
Collaboration	In accordance with this Call-off Contract, the Buyer does not require the Supplier to enter into a Collaboration Agreement.
Limit on Parties' liability	The annual total liability of either Party for all Property Defaults will not exceed 100% of the charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for Buyer Data Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term. The annual total liability for all other Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.

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. <p>The Supplier may, in its sole discretion, fulfil its insurance obligations described herein via commercial insurance, excess insurance, a program of self-insurance or a combination of any of the aforementioned options. For the avoidance of doubt and notwithstanding anything to the contrary, the Supplier is under no obligation to provide the following to demonstrate compliance of its insurance obligations; (1) receipts for insurance premium, or (2) evidence of payment of the latest premiums due.</p>
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 60 consecutive days.
Audit	Not applicable
Buyers responsibilities	The Buyer`s responsibilities shall be defined in Schedule 1.
Buyers equipment	Not applicable

Supplier's information

Subcontractors or partners	Supplier may rely on the services of other entities in the global Microsoft group of companies in providing the Services, to which the Buyer hereby consents.
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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.

Payment method	The payment method for this Call-Off Contract is BACS.
Payment profile	The payment profile for this Call-Off Contract is one time in advance.
Invoice details	The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	<p>Invoices will be sent to:</p> <p>Shared Services Connected Limited DWP Procure to Pay PO Box 797 Newport NP10 8FZ United Kingdom</p> <p>Electronic Invoices to be sent to: APinvoices-DWP-U@gov.sscl.com</p> <p>Accounts Payable phone: REDACTED</p>
Invoice information required	All invoices must include your name, address and contact details, a valid purchase order, unique reference number, details of the services provided including price and breakdown of VAT where applicable and state the department who placed the order.
Invoice frequency	One time.
Call-off Contract value	The total value of this Call-Off Contract is £391,034 excluding VAT.
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2 below.

Additional Buyer terms

Performance of the Service and Deliverables	As defined in the Schedule 1.
Guarantee	Not applicable.
Warranties representations	Incorporated Framework Agreement clause 4.1 only.
Supplemental requirements in addition to the Call-Off terms	<p>The Supplier shall comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 in respect of all persons who are employed or engaged by the Supplier in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Buyer and the Supplier. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance.</p> <p>In order to deliver the Services, the Supplier shall provide BPSS clearance for Supplier Staff and for Supplier Staff requiring privileged access, SC clearance will be provided through an agreed process with the Buyer.</p>
Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-off Contract terms	<p>Confidentiality:</p> <p>Nothing in the Framework Agreement or this Call-Off Contract will prevent either party from disclosing the other party's Confidential Information to its employees, Affiliates*, contractors, advisors and consultants ("Representatives") and then only on a need-to-know basis under nondisclosure obligations at least as protective as the Framework Agreement and this Call-Off Contract. Each party remains responsible for the use of the other party's Confidential Information by its Representatives and, in the event of discovery of any unauthorized use or disclosure, must promptly notify the other party. A party may disclose the other's Confidential Information if required by law; but only after it notifies the other party (if legally permissible) to enable the other party to seek a protective order.</p> <p>*"Affiliate" means any legal entity that controls, is controlled by, or that is under common control with a party. „Control“ means ownership of more than a 50% interest of voting</p>