

## Order Form to RM 1557vii G-Cloud Service 7 Framework Agreement

This Order Form is between **Gartner UK Limited** of Tamesis, The Glanty, Egham, Surrey, TW20 9AW (the “**Supplier**”) and **NHS Digital** (the “**Customer**”) of 1 Trevelyan Square, Boar Lane, Leeds, LS1 6AE. This Order Form shall be effective and expire on the dates set out in paragraph 1 to this Order Form below.

### 1. SERVICES REQUIREMENTS AND CHARGES

**Services** are the G-Cloud Services and Levels of Access for subscription-based research and related services purchased by the Customer in the table below and described in the Service Definitions as set out in Schedule 2 of this Order Form. Service Names and Levels of Access are defined in the Service Definitions. The Supplier may periodically update the names and the deliverables for each G-Cloud Service. If the Customer adds G-Cloud Services or upgrades the level of service or access, an additional Order Form will be required.

**Service Definitions** describe each G-Cloud Service purchased, specify the deliverables for each G-Cloud Service, and set forth any additional terms unique to a specific G-Cloud Service. Service Definitions for the G-Cloud Services purchased in this Order Form may be viewed and downloaded through the hyperlinks listed in Schedule 2 or below or may be attached to this Order Form in hard copy, and are incorporated by reference into this Order Form.

<u>G-Cloud Service</u>	<u>Lot Type</u>	<u>Level of Access</u>	<u>Number of Users</u>	<u>Name of User to be Licensed</u>	<u>Order Form Start Date</u>	<u>Order Form End Date</u>	<u>Annual Charge £</u>	<u>Total Charge £</u>
Cloud Research: Gartner IT Leadership Team, Leader (ITLTLDR)  Service ID 7490668751396155	Lot 4 Specialist Cloud Services	IT Leadership Team Leader	2	Jon Bain Additional member TBC	1 <sup>st</sup> January 2017	31 <sup>st</sup> December 2017	£16,900.00	£33,800.00
Cloud Research: Gartner IT Leadership Team, Role (ITLTROLEM)  Service ID 7943072269123783	Lot 4 Specialist Cloud Services	IT Leadership Team - Role Member	6	TBC	1 <sup>st</sup> January 2017	31 <sup>st</sup> December 2017	£6,500.00	£39,000.00
					Total Charges:	(Excluding VAT)		£72,800.00

### 2. PRINCIPAL LOCATIONS

Not applicable

### 3. STANDARDS

The Supplier shall deliver the G-Cloud Services outlined in this Order Form in accordance with the standards set out in the Service Definitions set out in Schedule 2 to this Order Form.

### 4. ONBOARDING

Not applicable

### 5. CUSTOMER RESPONSIBILITIES

Customer agrees to comply with the G-Cloud Services specific terms & conditions set out at Schedule 1 to this Order Form.

### 6. PAYMENT

6.1 The Supplier shall issue an invoice to the Customer in advance for the Charges for the G-Cloud Services (including any applicable discount but excluding VAT) in this Order Form as set out in paragraph 1 above.

6.2 The Customer shall pay (via BACS) the Supplier within 30 calendar days of the date of a valid invoice, submitted in accordance with the provisions of this Call-Off Agreement.

### 7. DISPUTE RESOLUTION

The point of contact for all escalation shall be:

- (1) For the Customer: Jon Bain [jon.bain@nhs.net](mailto:jon.bain@nhs.net)
- (2) For the Supplier : Mark Greasley [mark.greasley@gartner.com](mailto:mark.greasley@gartner.com)

**Mediation Provider:** Centre for Effective Dispute Resolution.

**8. LIABILITY**

The annual aggregate liability of either Party for all defaults (excluding breaches of Intellectual Property Rights) shall in no event exceed 100% of the Charges payable by the Customer to the Supplier during the Year in which the liability arises or any anniversary thereof.

**9. INSURANCE**

The Supplier shall comply with the terms of paragraph CO-12 of the Call-Off Terms.

**10. TERMINATION**

The G-Cloud Services outlined in this Order Form are for subscription-based research and related services and are invoiced by the Supplier in full upon receipt of this Order Form. The parties therefore agree that paragraph CO 9.2 of the Call-Off Terms shall not apply to this Order Form.

**11. AUDIT AND ACCESS**

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-off Agreement.**

**12. AUTHORISATION**

**Customer:**

*Signature/Date*

DJC BAIN  
*Print Name and Title*

COMMERCIAL DIRECTOR

30/11/12

**Supplier:**

*Signature/Date*

*Print Name and Title*

12/12/2016

Stephen Prior  
Director  
Gartner UK Limited  
Gartner

**Schedule 1 – G-Cloud specific terms and conditions for Research Services:**

- A. The Customer acknowledges that Gartner subscription-based research and related services (the “Services”) are invoiced in full upon receipt of order, are non-cancellable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period. The Customer agrees that this term will have precedence over CO-9.2
- B. Gartner owns and retains all rights to the Services not expressly granted to the Customer. Only the individuals named in the Order Form (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The Customer agrees to review and comply with the Usage Guidelines for Gartner Services (“Guidelines”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Amongst other things, these Guidelines describe how the Customer may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Customer organisation, and quote or excerpt from the Services externally.
- C. The Customer acknowledges that Gartner is in the business of researching and analysing information technology to provide its clients with industry best practices through its Services and agrees that Gartner may use Aggregate Data compiled from its interactions with the Licensed User(s) in its provision of similar Services to other clients. “Aggregate Data” is defined as information that may be based on or derived from Confidential Information, but that does not identify the Customer, its personnel or any third party working with the Customer or other source of that information.
- D. The Parties agree that for the purposes of this Order Form, the liability cap for CO-11.4 shall be as set out in Clause 8 of the Order Form above.
- E. The Services are provided on an “as is” basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. The Customer recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that the Customer may take based on the Services or any information or data contained therein. The Customer understands that it assumes the entire risk with respect to the use of the Services.
- F. In performing its obligations under this Order Form, Gartner and Customer will each comply with all applicable data privacy legislation. Without limitation to this, Customer shall ensure that any disclosure of personal data, whether in relation to Customer's employees or otherwise, made to Gartner by Customer or on its behalf is made with the data subject's consent or is otherwise lawful.

**Schedule 2 – Service Definitions**

A. Service Definitions can be found attached:

<b>Cloud Research: Gartner IT Leadership Team, Leader (ITLTLDR)</b>	<b>Service ID</b> 7490668751396155	 IT Leader Service Definition Document-2
<b>Cloud Research: Gartner IT Leadership Team, Role (ITLTROLEM)</b>	<b>Service ID</b> 7943072269123783	 IT Role based member Service Defir

