



Crown
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Service

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

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Part C – Terms and conditions

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Part A - Order Form

Buyer	Cabinet Office
Service ID(s)	619691501935320
Supplier	NCC Services Limited. Trading as NCC Group
Call-Off Contract ref.	WP1150
Call-Off Contract title	WP1150: Qualified Security Assessor (QSA), which is required for the annual security (PCI) assessment we have to do for the GOVUK Pay Platform
G-Cloud Framework No.	G-Cloud 8: RM1557viii
Call-Off Contract description	WP1150: PCI DSS Annual Report of Compliance (ROC), and monthly ongoing consultancy with Qualified Security Assessor (QSA)
Start date	5 September 2016
End date	4 September 2018
Call-Off Contract value	The estimated initial contract value is £57,600. The Contract price may flex up or down over the term of the contract in completion of the requirement.
Charging method	BACS Monthly in arrears
Purchase order No.	To follow

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]”.

Buyer reference: As per WP1150 number above

From: the Buyer Buyer's name: Cabinet Office

Buyer's address: [REDACTED]

To: the Supplier

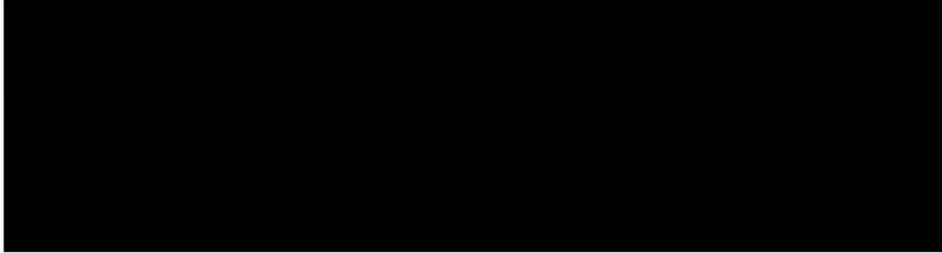
Supplier's name: [REDACTED]

Together: the “Parties”

Principle contact details

For the Buyer: Name & title:
Email:
Phone:

For the supplier: Name & title:
Email:
Phone:



Call-off contract term

Commencement date: This Call-Off Contract commences on 5 September 2016 and is valid for twenty-four months with a review/breakpoint at the 12 month point where the Buyer may decide to terminate the contract early.

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

Buyer contractual details

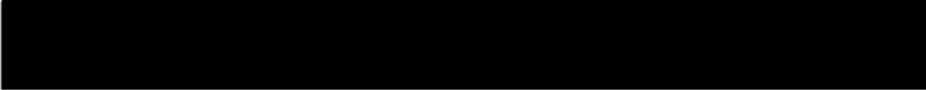
This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot This Call-Off Contract is for the provision of Services under **Lot 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:

SERVICE DESCRIPTION LINK(S)

- <https://www.digitalmarketplace.service.gov.uk/g-cloud/services/619691501935320>
- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-service-definition-document-2016-06-15-1407.pdf>

Additional Services:	Not applicable.
Location:	
Quality standards:	The quality standards required for this Call-Off Contract are ISO 27001:2013 and ISO 9001:2008
Security standards	The security clearance level required is SC cleared and CESG CHECK, PCI Approved Scan Vendors/PCI Qualified Security Assessor, and others listed on https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-pricing-document-2016-06-15-1407.pdf
Technical standards	The technical standards required for this Call-Off Contract are https://www.pcisecuritystandards.org/security_standards/
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 n/a
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 shall in no event exceed £1 million during the Call-Off Agreement Period
Insurance:	In accordance with Call-Off Contract clause 10, the insurance(s) required will be: <ul style="list-style-type: none"> ● a minimum insurance period of six, 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

Buyer's Responsibilities

The Buyer is responsible for working with the Supplier to enable them to deliver the agreed services.

Any additional responsibilities of the Buyer will be agreed between the Parties in the Project Initial Meeting referred to in the Supplier Proposal documents appended to this Call-Off Contract.

Buyer's equipment

The Buyer's equipment to be used in connection with this Call-Off Contract is not applicable.

Supplier's information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information: Information contained in the Supplier Proposal documents appended to this Call-Off Contract.

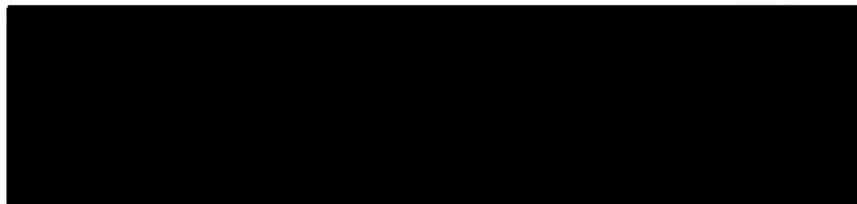
Subcontractors / Partners:

The Services will be performed by the Supplier's sister company, NCC Group Security Services Limited (both companies being wholly owned subsidiaries of NCC Group plc)

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):



Payment profile:

The payment profile for this Call-Off Contract is monthly in arrears.

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 thirty, (30) calendar days of receipt of a valid invoice.

Who and where to send invoices to:



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

and email address/es: [REDACTED]

All invoices must include WP number and PO number applicable to this call-off contract. Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice.

Invoice frequency
Call-Off Contract value:

Invoice will be sent to the Buyer Monthly.
The estimated initial contract value is £57,600
The Contract price may flex up or down over the term of the contract in completion of the requirement.

Call-Off Charges: **Contract**

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-pricing-document-2016-06-15-1407.pdf>
<https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-sfia-rate-card-2016-06-15-1407.pdf>

The proposal from NCC is the basis for this contract: filename: NCC Group Response to PCI-DSS services for GOV.UK Pay via G-Cloud 8 2016 RFQ v1.0, a copy of which is appended to

 PDF

NCC Group

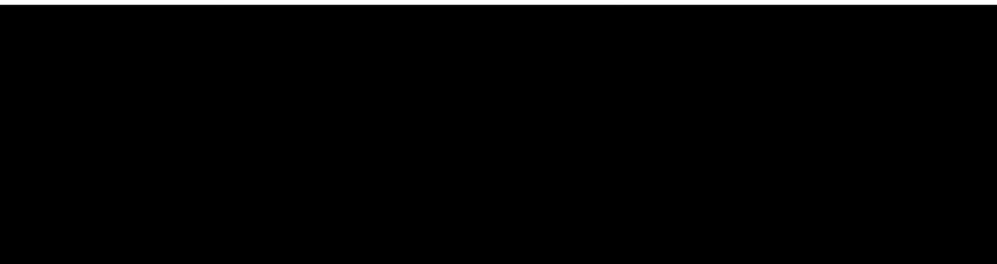
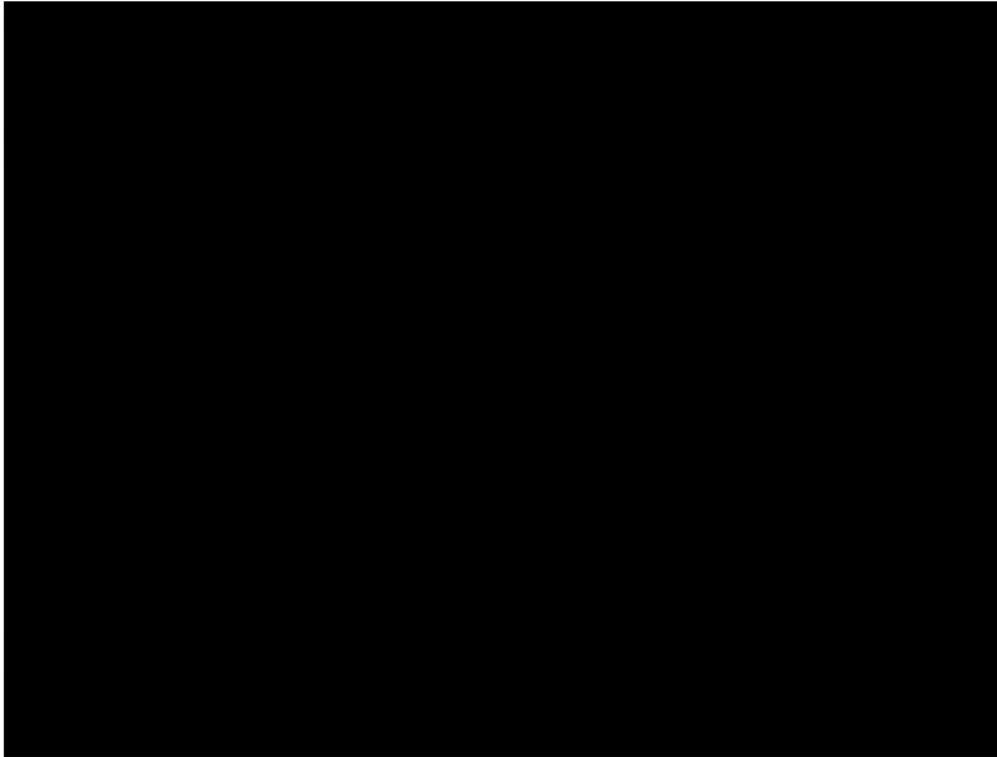
this Call-Off Contract. Response to PCI-DSS

All expenses must be pre-agreed and pre-approved by Cabinet Office and comply with the Cabinet Office T&S Policy.pdf

Additional Buyer terms

Performance of the service and deliverables

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



Collaboration agreement

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

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.

Warranties, representations

In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that there are no additional warranties and representations e.g. the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.

Supplemental requirements in addition to the call-off terms

Not used.

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

Not used.

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.

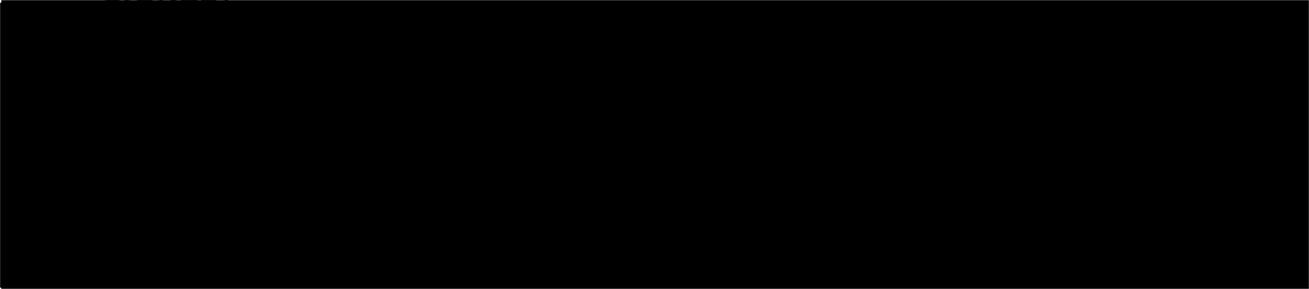
Formation of Contract

- 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:



Part B - The Schedules

Schedule 1 - Deliverables / Milestones

The deliverables and milestones are set out in the supplier's proposal:

[Redacted]

[Redacted]

[Redacted]

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):

- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-pricing-document-2016-06-15-1407.pdf>
- <https://assets.digitalmarketplace.service.gov.uk/g-cloud-8/documents/579474/619691501935320-sfia-rate-card-2016-06-15-1407.pdf>

- The deliverables and milestones are set out in the supplier's proposal:

NCC Group Response to PCI-DSS services for GOV.UK Pay via G-Cloud 8 2016 RFQ v1.0

Schedule 3 - Deed of guarantee

Not used.

Schedule 4 - Alternative Clauses

Not used.

Part C – Terms and conditions

1. Call-Off Contract start date, length and methodology

- 1.1 The Supplier will start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will terminate on the End Date specified in the Order Form unless terminated earlier in accordance with Clause 23 and will be a maximum of 24 months from the Commencement Date.

2. Overriding provisions

- 2.1 The Supplier agrees to supply the G-Cloud Services [and any Additional Services (Lot 4 only)] in accordance with this Call-Off Contract and the Supplier's Terms as identified in the Framework Agreement (G-Cloud Services) and incorporated into this Call-Off Contract.

2.2 In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Contract, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Contract (including Supplier's Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:

- the Framework Agreement
- the Clauses of this Call-Off Contract (excluding Supplier Terms)
- the completed Order Form
- the Supplier's Terms and Conditions, and
- any other document referred to in the Clauses of this Call-Off Contract.

The Supplier accepts this is the order of prevailing provisions in this Call-Off Contract.

3. Transfer and sub-contracting

3.1 The Supplier will not assign, novate or sub-contract any part-of this Call-Off Contract without the Buyer's prior written approval which shall not be unreasonably withheld or delayed.

3.2 The Supplier will be responsible for the performance of any Sub-Contractors.

3.3 The Buyer may assign, novate or otherwise dispose of its rights and obligations under this Call-Off Contract or any part thereof to:

- any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Buyer, or
- any private sector body which substantially performs the functions of the Buyer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier's obligations under this Call-Off Contract.

4. Supplier Staff

4.1 The Supplier Staff will:

- fulfil all reasonable requests of the Buyer
- apply all due skill, care and diligence to the provisions of the Services
- be appropriately experienced, qualified and trained to supply the Services

- respond to any enquiries about the Services as soon as reasonably possible
- complete any necessary vetting procedures specified by the Buyer
- Comply with the provisions of the Official Secrets Act 1911 to 1989; and
- Section 182 of the Finance Act 1989.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract, they:

5.2.1 having made their own enquiries are satisfied by the accuracy of any information supplied by the other Party

5.2.2 are confident that they can fulfil their obligations according to the terms of this Call-Off Contract

5.2.3 have entered into this Call-Off Contract relying on their own due diligence

6. Warranties, representations and acceptance criteria

6.1 The Supplier will perform its obligations under this Call-Off Contract with all reasonable care, skill and diligence, according to Good Industry Practice.

6.2 The Supplier will use all reasonable endeavours to prevent the introduction, creation or propagation of any disruptive elements into systems providing services to data, software or Authority Confidential Information held in electronic form.

6.3 The Supplier undertakes to the Buyer that each G-Cloud Service will meet the Buyer's acceptance criteria, as defined in the Call-Off Contract Order Form.

6.4 The Supplier warrants that it has full capacity and authority and all necessary authorisations, consents, licences and permissions and Intellectual Property Rights to perform this Call-Off Contract.

6.5 The Supplier represents that, in entering into this Call-Off Contract it has not committed any Fraud.

6.6 The Supplier undertakes to pay all taxes due from it to HMRC and will not indulge in "disguised employment" practices when delivering services under this Call-Off Contract, and

6.7 For the avoidance of doubt, the fact that any provision within this Call-Off Contract is expressed as a warranty shall not preclude any right of termination the Buyer may have in respect of breach of that provision by the Supplier.