



Crown
Commercial
Service

G-Cloud 11 Call-Off Contract

Between

The Secretary of State

Department for Education

and

SmartSourcing Ltd

For

Network Transformation Services

Part A - Order Form

Digital Marketplace service ID number:	915808541583703
Call-Off Contract reference:	PN3986
Call-Off Contract title:	Network Transformation Services
Call-Off Contract description:	<p>Network Transformation Services Provision of professional technical delivery services to provide management of the departmental network operations and Programme mobilisation services to set up and lead a Network Transformation Programme addressing the legacy IT issues. Capabilities include:</p> <ul style="list-style-type: none"> • Programme Management • Network Infrastructure Management • Delivery Management • User Communication/Engagement
Start date:	10 March 2020
Expiry date:	09 March 2021
Call-Off Contract value:	£1,500,000. (£1,800,000. Inc VAT)
Charging method:	BACS (PO & Invoice)
Purchase order number:	

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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	Redacted Tel: Redacted Buyer's main address: St Pauls Place Sheffield
To: the Supplier	SmartSourcing Ltd Supplier's address: Tanglewood, 90-92 Vicarage Hill South Benfleet, Essex SS7 1PE England Company number: 04359421
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Deputy Director of Technology Services Name: Redacted Email: Redacted Phone: Redacted
For the Supplier:	Title: Business Development Director Name: Redacted Email: Redacted Phone: Redacted

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 10 th March 2020 and is valid for 12 months.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.

Extension period:	This Call-Off Contract can be extended by the Buyer for 1 period of up to 12 months, by giving the Supplier 1 months written notice before its expiry. Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.
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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 below: As detailed in the Departments Requirements and the suppliers Statement of work (as listed at Schedule 1 of this Call Off Contract) to include, but not limited to; <ul style="list-style-type: none"> ● Programme Management Services ● Network Management Services ● Delivery Management Services ● User Communication/Engagement Services
Additional Services:	Any additional services as listed in the Suppliers Service Description. Any additional services required will be included by way for formal Variation and Statements of Work from the supplier.
Location:	The Services will be delivered to Redacted .
Quality standards:	The quality standards required for this Call-Off Contract are as described in the Suppliers Service Description.
Technical standards:	The technical standards required for this Call-Off Contract are as described in the Suppliers Service Description.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as published in the Supplier's Service Definition.
Onboarding:	The Supplier may undertake its own implementation activities in preparation for delivery of the Services, however there are no on-boarding

	obligations under this Call-Off Contract for the Buyer.
Offboarding:	The off-boarding plan for this Call-Off Contract shall be agreed between the parties no later than three (3) months from the expiry date of the Call-Off Contract, in the form of an agreed exit plan.
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed Redacted.</p> <p>The annual total liability for Buyer Data defaults will not exceed Redacted or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of Redacted or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
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 Redacted for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of Redacted or any higher minimum limit required by Law
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 30 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>List of the required audit provisions from clauses 7.3 to 7.12 of the Framework Agreement:</p> <p>What will happen during the Framework Agreement's term</p> <p>7.3 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> • operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers

- Services provided under any Call-Off Contracts (including any Subcontracts)
- amounts paid by each Buyer under the Call-Off Contracts

What will happen when the Framework Agreement ends

7.4 The Supplier will provide a completed self audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.

7.5 The Supplier's records and accounts will be kept until the latest of the following dates:

- 7 years after the date of Ending or expiry of this Framework Agreement
- 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End
- another date agreed between the Parties

7.6 During the timeframes highlighted in clause 7.5, the Supplier will maintain:

- commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations
- books of accounts for this Framework and all Call-Off Contracts
- MI reports
- access to its published accounts and trading entity information
- proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement
- records of its delivery performance under each Call-Off Contract, including that of its Subcontractors

What will happen during an audit or inspection

7.7 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.

7.8 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

- provide audit information without delay
- provide all audit information within scope and give auditors access to Supplier Staff

7.9 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Comptroller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of any of the above, access to the records, documents, and account information referred to in clause 7.6 (including at the Supplier's premises) as may be required by them and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

- the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)
- any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only
- the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier
- any other aspect of the delivery of the Services including to review compliance with any legislation
- the accuracy and completeness of any MI delivered or required by the Framework Agreement
- any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records
- the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date

Costs of conducting audits or inspections

7.10 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:

- an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period
- a Material Breach

7.11 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a supplier's appointment) for Material Breach if either event in clause 7.10 applies.

7.12 Each Party is responsible for covering all their own other costs incurred from their compliance with these audit obligations.

Buyer's responsibilities:

The Buyer is responsible for:

	<ul style="list-style-type: none"> • arranging access to departmental buildings; • providing appropriate IT equipment and access to systems as required; • making available its own representatives and its 3rd party suppliers for meetings and promptly provide information, materials and documents reasonably requested by the Supplier from time to time; • to provide the proposed reporting timetable and report formats for governance and meetings and; • be responsible for communication to its organisation in respect of any agreed activity by the Supplier when understating services defined within this Call Off Contract which may impact the Buyer's business.
Buyer's equipment:	The Buyer's equipment to be used with this Call-Off Contract includes IT equipment.

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners.</p> <p>Nimbus Digital & Technology Innovations Ltd The Design Hub Coventry University Technology Park, Puma Way, Coventry, United Kingdom, CV1 2TT Company number 03337471</p>
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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:	Fixed Price - The payment profile for this Call-Off Contract is monthly in arrears. Payments will be made in line with agreed Milestone Payment dates.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to

	Invoices will be sent to: Department for Education Redacted
Invoice information required – for example purchase order, project reference:	<p>A valid invoice is one that is:</p> <ul style="list-style-type: none"> • The correct sum (in £ sterling) • The correct terms of services/goods supplied • A unique invoice number • A valid purchase order number • Correct Supplier details, date and contact details • Have been delivered to the nominated address • Have been delivered in timing in accordance of the contract <p>A copy invoice shall simultaneously be emailed to the DfE Buyer to enable the Buyer to take receipting action.</p>
Invoice frequency:	Invoice will be sent to the Buyer: redacted
Call-Off Contract value:	<p>The total value of this Call-Off Contract is £1,500,000. (£1,800,000 inc VAT).</p> <p>This value includes Redacted expenses, approval of which must be sought from the Department, prior to booking travel.</p>
Call-Off Contract charges:	<p>The breakdown of the Charges is:</p> <ol style="list-style-type: none"> 1. Network Management Services (NT01a, 02b, 03, 04 & 05) - Redacted 2. User Communication Services (NT06, 07 & 08) - Redacted 3. Programme Management Services (NT06, 07 & 08) - Redacted 4. Delivery Management Services (NT11) - Redacted 5. Travel & Subsistence (see allowable rates below) - Redacted <p>In addition to the above the Supplier shall work with the Buyer to minimise the impact on the public purse of T&S associated with the operation of this Contract. Unless otherwise provided for under the Supplier’s G-Cloud 11 framework offering and/or the Supplier has an office in close proximity of the Buyer’s office where a meeting is to be held (approx. 25 miles radius), where expenditure on T&S is identified as being necessary for the effective operation of the contract, T&S will be paid at the level commensurate with the Buyer rate in place at the time the expenditure is incurred.</p>

	<p>DfE rates in place as at 1st Jan 2020 are listed below:</p> <ul style="list-style-type: none"> • Redacted <p>NB No other out of pocket expenses shall be allowable.</p>

Additional Buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and offboarding plans and Milestone Delivery Plan (attached):</p> <p>Network Management Services User Communication Services Programme Management Services Delivery Management Services</p> <p>Any additional deliverables will be agreed and added by way of formal variation.</p> <p>Plan redacted</p>
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	<p>Within the scope of the Call-Off Contract, the Supplier will adhere to the additional Departmental clauses as described in the attached document.</p> <p> DfE additional clauses</p>
Alternative clauses:	As detailed in DfE additional clauses above.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	N/A
Personal Data and Data Subjects:	Please refer to Schedule 7

1. 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 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict 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 agreed to provide the Services under the terms of Framework Agreement number RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	SmartSourcing Ltd	Department for Education
Name:	Redacted	Redacted
Title:	Managing Director	Technology Deputy Director
Signature:	Redacted	Redacted
Date:		

Schedule 1 - Services

The Services to be provided by the Supplier under the Lot are listed in Framework Section 2 and outlined below and in the Supplier Statement of Work

Cloud Support: Digital Service Support, Management and Team Provision

SmartSourcing deliver full multi-disciplinary teams including management and service support to all areas of the Government and Public Sector. Offering assistance with roadmap delivery by providing specialist resource capability across the Programme Delivery Portfolio. Agile, scalable and flexible support service that enables service enhancement and delivery of cloud based applications.

Features

- Project delivery teams, managers and specialists to complement existing teams
- Subject Matter Experts in all delivery areas, broad spectrum areas
- Systems, Information Security, Cyber, Cloud Support Security, Infrastructure, Assurance, Governance
- Digital By Default Technical and Service Standards, GDS Design Principles
- Communications Managers and Support, Trainers and training provision
- QA, Security Testing Services, Accessibility Testing Labs, Identity Access Management

- Delivery Manager, Product Owner, FrontEnd Developer Specialists
- User Researchers, DevOps, Developers, Content Designers, Product, Interaction Designers expertise
- Business Analyst, Systems Analysis and Business Change project team experience
- Technical, Enterprise, Solution and Infrastructure Architect, Head of Architecture expertise

Benefits

- Scalable, flexible, tailored and innovative solutions for client needs
- Work Packages and Statements of Work configured/managed to budget
- Security Cleared Specialists including BPSS, CTC, SC and DV Cleared
- Managed Service, Turnkey Solutions & Capability as a Service (CaaS)
- Fully flexible Specialist engagement and resourcing on a call-off basis
- Regular client engagement and service reviews
- Effective Recruitment, Psychometric Assessments, Mentoring and Knowledge Transfer Services
- Government/GDS, Wider Public Sector, NHS & Education supply track record
- Value for Money (VfM) cost effective solutions – outside IR35
- Extensive network of highly skilled technical Certified Specialists and Resources

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) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Redacted

CCS G-Cloud 11 Framework T&Cs



CCS G-Cloud 11
T&Cs.docx

Schedule 3 – Not Used

Schedule 4 – Not Used

Schedule 5 – Not Used

Schedule 6 - Glossary and interpretations



CCS GCloud11
Glossary of Terms.doc

Schedule 7 - GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **Redacted**, Departmental Data Protection Officer. (email: **Redacted**)
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Redacted**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Description	Details
Identity of Controller for each Category of Personal Data	<p>The Buyer is Controller and the Supplier is Processor</p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"> ● <i>All Personal Data relating to the Network Transformation Services call-off contract including but not limited to:</i> ● <i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.</i> <p>The Supplier is Controller and the Buyer is Processor</p> <p><i>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in accordance with paragraph 2 to paragraph 15 of the following Personal Data:</i></p> <ul style="list-style-type: none"> ● <i>All Personal Data relating to the Network Transformation Services call-off contract including but not limited to:</i>

	<ul style="list-style-type: none"> ● <i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.</i> <p>The Parties are Joint Controllers</p> <p><i>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> ● <i>All Personal Data relating to the Network Transformation Services call-off contract including but not limited to:</i> ● <i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.</i> <p>The Parties are Independent Controllers of Personal Data</p> <p><i>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</i></p> <ul style="list-style-type: none"> ● <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i> ● <i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer’s duties under the Contract) for which the Buyer is the Controller,</i> ● <i>The scope of other Personal Data provided by one Party who is Controller to the other Party who will separately determine the nature and purposes of its Processing the Personal Data on receipt e.g. where (1) the Supplier has professional or regulatory obligations in respect of Personal Data received, (2) a standardised service is such that the Buyer cannot dictate the way in which Personal Data is processed by the Supplier, or (3) where the Supplier comes to the transaction with Personal Data for which it is already Controller for use by the Buyer]</i>
Duration of the Processing	Until expiry of <i>Network Transformation Services call-off contract, and up to 7 years after the last technical associate finishes the service provision in order to meet legal obligations.</i>

<p>Nature and purposes of the Processing</p>	<p><i>Any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means), contingent workforce management processing, statutory obligation, recruitment assessment etc. for the purposes of processing applications under the Call Off Contract, including service delivery, management, exit management, and other associated activities such as reporting and conducting surveys. This includes collection, recording, organizing, storage, retrieval, consultation, use, disclosure, transmission, dissemination, alignment, restriction, and erasure or destruction.</i></p> <p><i>Providing the information to the Authority for the purpose of fulfilling its obligations under the Framework Agreement and Call-Off Contract.</i></p>
<p>Type of Personal Data</p>	<p><i>All Personal Data relating to the Network Transformation Services call-off contract including but not limited to:</i></p> <p><i>Staff (including volunteers, agents, and temporary workers), customers/clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc.</i></p>
<p>Categories of Data Subject</p>	<p><i>Service Provider Staff</i></p> <p><i>Workers</i></p> <p><i>Customer Staff</i></p> <p><i>Next of kin of Workers</i></p>
<p>Plan for return and destruction of the data once the Processing is complete</p> <p>UNLESS requirement under Union or Member State law to preserve that type of data</p>	<p><i>There will not be a requirement for data to leave DfE sites. Any data will be destroyed by DfE.</i></p> <p><i>The personal data will be retained for each technical associates for up to 7 years after the last payment is made in relation to service delivery. For those technical associates not engaged the personal data will be retained only as long as is necessary to fulfil the purposes identified in the data protection statement.</i></p>