



Crown Commercial Service

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	693850326180903
Call-Off Contract reference	CPD4122210
Call-Off Contract title	Electoral Integrity Programme Digital Usability and Accessibility Requirement
Call-Off Contract description	Call-Off contract for two years for the Electoral Integrity Programme Digital Usability and Accessibility Requirement
Start date	14 February 2022
Expiry date	13 February 2024
Call-Off Contract value	£100,000.00 excluding VAT
Charging method	Invoice/BACS
Purchase order number	TBA

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 Levelling Up, Housing and Communities (DLUHC) Fry Building, 2 Marsham Street, London SW1P 4DF.
To the Supplier	KIN AND CARTA PARTNERSHIPS LTD The Spitfire Building, 71 Collier Street, London, England, N1 9BE Company number 09569438
Together the 'Parties'	

Principal contact details

For the Buyer:

<REDACTED>

For the Supplier:

<REDACTED>

Call-Off Contract term

Start date	This Call-Off Contract Starts on 14 February 2022 and is valid for 24 months. Contract expiry is 13 February 2024.
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 cannot be extended beyond 24 months.
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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	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> • Lot 3: Cloud support
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: to provide quantitative usability testing based around the ISO 9241: part 11 definition of usability, whereby metrics will be defined and assessed in terms of three core qualities: effectiveness, efficiency and satisfaction. The supplier is required to analyse results using appropriate statistical methods, present these along with video examples of key issues and problems, and provide clear, independent advice and recommendations for fixes and improvements. The team also requires statistical benchmarking against other comparative journeys in similar contexts, with similar levels of complexity.</p> <p>Accessibility studies</p> <p>Accessibility testing and audit are required to assess the same journeys tested in the usability testing, but with appropriate assistive technology (hardware and software). As part of this, the supplier will be expected to screen and recruit users with accessibility needs - a profile of users and a pragmatic range of tests will be agreed between the programme team and supplier.</p> <p>Full WCAG AA (and AAA where appropriate) accessibility audits are required at a later beta stage, once the coded products reach an appropriate level of maturity and stability, but early stage considerations for the usability impact on accessibility will be tested at the earliest possible opportunity.</p> <ul style="list-style-type: none"> • Quantitative and Qualitative analysis • Accessibility studies, testing and audits • Full WCAG AA (and AAA where appropriate) accessibility audits This requirement will cover the accessibility and User research audit for all the

	workstreams delivery EIP Digital alpha and beta requirements.
Additional Services	N/A
Location	<p>The Services will be delivered remotely and to DLUHC, Fry Building, 2 Marsham Street, London SW1P 4DF if required.</p> <p>All/any data must be stored in the UK.</p>
Quality standards	The quality standards required for this Call-Off Contract are those set out in the support definition document located under G Cloud 12 Service ID number 693850326180903
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are those set out in the support definition document located under G Cloud 12 Service ID number 693850326180903
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are those set out in the support definition document located under G Cloud 12 Service ID number 693850326180903
Onboarding	N/A
Offboarding	N/A
Collaboration agreement	N/A

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £5,000,000</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1,000,000.</p> <p>The annual total liability for all other Defaults will not exceed the greater of £1,000,000</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 £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
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 14 consecutive days.
Audit	N/A
Buyer's responsibilities	The Buyer is responsible for providing and scheduling suitably knowledgeable business resources to attend workshops and meetings according to an agreed delivery plan.
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	N/A
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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 by invoice/BACS
Payment profile	The payment profile for this Call-Off Contract is made in arrears based on signed off Statement of requirement in arrears.
Invoice details	The Supplier will issue electronic invoices in arrears as per signed statement of work. 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 clginvoices@communities.gov.uk
Invoice information required	All invoices must include a valid Purchase Order number, description and dates of the services provided and any other relevant supporting evidence.
Invoice frequency	Invoice will be sent to the Buyer as required as per signed SoW.
Call-Off Contract value	The total value of this Call-Off Contract is £100,000.00 excluding VAT for the 24 month term.
Call-Off Contract charges	<p>The breakdown of the Charges is as detailed in the various call-off statement of work. Below is the agreed rate card for the delivery of the SoWs that maybe raised as part of the delivery of this contract.</p> <p><REDACTED></p>

Additional Buyer terms

Performance of the Service and Deliverables	None stated.
Guarantee	NA
Warranties, representations	NA
Supplemental requirements in addition to the Call-Off terms	NA
Alternative clauses	None used
Buyer specific amendments to/refinements of the Call-Off Contract terms	All IPR relating to any outputs produced e.g. reports, designs, software or code etc will be the property of MHCLG.
Public Services Network (PSN)	N/A
Personal Data and Data Subjects	Not used – no processing of personal data for this contract.

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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed		
Name		
Title		
Signature		
Date		