



Crown
Commercial
Service

G-Cloud 11 Call-Off Contract

Between

**The Secretary of State
Department for Education**

and

**Netpremacy Limited
HR Ticketing Solution**

Part A - Order Form

Digital Marketplace service ID number:	465780968090851
Call-Off Contract reference:	TBC
Call-Off Contract title:	HR Ticketing Solution
Call-Off Contract description:	HR Ticket solution utilising the Zendesk customer support service and ticketing solution via Netpremacy Ltd
Start date:	17 ^h January 2020
Expiry date:	16 ^h January 2022
Call-Off Contract value:	£194,976 (inc non rec VAT)
Charging method:	By Invoice/Valid PO
Purchase order number:	TBC

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 Buyer's main address: Piccadilly Gate 1 Store Street Manchester M1 2WD
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To: the Supplier	Netpremacy Limited +44 (01) 113 366 2008 Supplier's address: 6 Wellington Place Leeds LS1 4AP UK Company number: 4050972
Together: the 'Parties'	

Principle contact details


For the Buyer:	Title: Corporate Services Reform Name: REDACTED Email: REDACTED Phone: REDACTED
For the Supplier:	Title: Operations Director Name: REDACTED Email: REDACTED Phone: REDACTED


Call-Off Contract term

Start date:	This Call-Off Contract Starts on 17 th January 2020 and is valid for 24 months.
Ending (termination):	16 th January 2022 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 12 months, by giving the Supplier 4 weeks 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.

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: Lot 2</p> <p>Cloud Software</p>
G-Cloud services required:	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2, outlined below and Schedule 1 - Services:</p> <p>Zendesk Customer Service Platform</p> <p>Associated implementation, training and support services</p> <p> Zendesk Service Description G-Cloud</p>
Additional Services:	<p>Optional Service: Workday Integration</p> <p>The Customer, through formal variation, may request the integration of Workday into Zendesk.</p> <p>Initial pricing for this service is estimated at REDACTED. The Supplier will provide a formal price proposal on request from the Customer.</p> <p>For the avoidance of doubt, this additional optional service will only be provided through formal variation of services listed at Schedule 1 below.</p>
Location:	<p>The Services will be delivered to Manchester, London, Sheffield, Coventry, Darlington and onsite/remotely at the Supplier's offices.</p>
Quality standards:	<p>The quality standards required for this Call-Off Contract are detailed below within the supplier terms (See Schedule 2 below) and also as detailed in the Additional Clauses section of this Call-Off Contract.</p>
Technical standards:	<p>The technical standards required for this Call-Off Contract are below within the supplier terms (See Schedule 2 below) and also as detailed in the Additional Clauses section of this Call-Off Contract.</p>

Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are detailed in the link below & Zendesk SLAs doc attached</p> <p>www.zendesk.com/company/priority-customer-support-add-on-additional-features</p> <p> Zendesk SLAs</p>
Onboarding:	<p>The onboarding plan for this Call-Off Contract are described below:</p> <ul style="list-style-type: none"> • Contract commences – 17 Jan 2020 • Cut over/Initial Advice Centre Build – Target date of 15 Feb 2020, to be confirmed after Learn Workshop has been delivered • Full Advice Centre Solution Built – Target date of 13 March 2020, to be confirmed after Learn Workshop has been delivered. <p>The parties agree that a Project Plan will be developed as an output of the Learn Workshop with achievable and mutually committed dates taking into consideration the Buyer's target dates shown above. The Project Plan will be incorporated into this Call-Off Contract by way of a Variation Notice.</p>
Offboarding:	<p>The offboarding & Exit plan for this Call-Off Contract will be agreed jointly and will be as described in the Schedule 2, Part B (Terms & Conditions, section 21 of this Call Off Agreement.</p>
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>
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

	<p>individual claim.</p> <ul style="list-style-type: none"> • 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 – clauses 7.1., 7.2. 7.3, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10 and 7.12.</p> <p>Notwithstanding anything to the contrary in the Call-Off Agreement and/or the Framework Agreement, Buyer expressly agrees that all audit procedures shall be as follows: Commencing the Subscription Start Date, unless Supplier has delivered to Buyer an independent audit report of its security environment pursuant to Independent Service Organization Control Report SOC 2 Type 2, Security (a "SOC 2 Report"), Buyer shall have the right to review and audit networks, systems and applications, not more than once per year, during mutually agreeable times at normal business hours. Audits shall be conducted by Buyer or a professional, objective, external party auditor reasonably agreed to by Supplier, at Buyer's expense. Such audit shall be limited to discussions and follow-up exchanges with Supplier's data security personnel and limited to the exchange of information which would be required to prepare a SOC 2 Report. Access to systems or facilities where Buyer Data is stored or processed will not be permitted as a part of any such audit. All information provided to Buyer in connection with such audits shall be confidential information and not disclosed by Buyer or used other than in connection with its assessment of the Service. The audit rights described herein shall not apply provided Supplier has delivered an SOC 2 Report with a measurement date less than 12 months old. The above-described audit rights shall continue for twelve (12) Months after the expiry of the Call-Off Contract term or following termination of this Call-Off Contract.</p>

Buyer's responsibilities:	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> (i) 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; (ii) (ii) where agreed, to provide office facilities, excluding car parking, at Buyer's address for Supplier's service delivery staff to perform the Ordered G-Cloud Services; (iii) to provide the proposed reporting timetable and report formats for governance and meetings and; (iv) 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:	N/A

Supplier's information

Subcontractors or partners:	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none"> (i) Zendesk Inc. ("Zendesk") including the following sub-contractors/partners of Zendesk listed here https://help.zendesk.com/hc/en-us/articles/229138187/
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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 BACS.
Payment profile:	<p>The payment profile for this Call-Off Contract is by Invoice/Valid PO</p> <p>Year 1 year Zendesk Elite Licenses = REDACTED</p> <p>Year 2 Zendesk Elite License = REDACTED</p> <p>Implementation = REDACTED</p> <p>Agent Training = REDACTED</p> <p>Travel & Subsistence = REDACTED</p> <p>Total Contract Value = £194,976</p>

	<p>For the avoidance of doubt Travel & Subsistence (T&S) has been capped at REDACTED in this Call of Contract. Travel must be approved by the Customer before expense incurred and will only be payable on production of supporting receipts.</p> <p>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 2019 are listed below:</p> <ul style="list-style-type: none"> • REDACTED <p>NB No other out of pocket expenses shall be allowable.</p>
Invoice details:	The Supplier will issue electronic invoices in accordance with the payment profiles set out in this Call-Off Contract. The Buyer will pay the Supplier within thirty (30) days of receipt of a valid invoice.
Who and where to send invoices to:	<p>Invoices will be sent to</p> <p>Invoices will be sent to : REDACTED</p>
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 Variation Number (Where applicable) • 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:	Invoices will be sent to the Buyer in accordance with the payment profiles

	set out in this Call-Off Contract.
Call-Off Contract value:	<p>The total value of this Call-Off Contract is £194,976 (inc VAT)</p> <p>The total contract value includes any non-recoverable VAT.</p>
Call-Off Contract charges:	<p>The breakdown of the Charges detailed in Suppliers Price Proposal attached and below:</p> <p>REDACTED</p>

Additional Buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, and milestones:</p> <ul style="list-style-type: none"> • Contract commences – 17 Jan 2020 • Cut over/Initial Advice Centre Build – 15 Feb 2020 • Full Advice Centre Solution Built – 13 March 2020 <p>The above dates are target delivery dates. Any changes to these dates following the Learn Workshop, will be agreed jointly by way of formal Variation and will be supported by a formal Project Plan to be developed jointly during the Workshop</p> <p>The offboarding & Exit plan for this Call-Off Contract will be agreed jointly and will be as described in the Schedule 2, Part B (Terms & Conditions, section 21 of this Call Off Agreement.</p> <p>See published Supplier Terms below for relevant SLAs. Any additional SLAs may be added to the Call Off Contract, through the formal Variation process.</p> <p>No Project Specific IPRs or any software is being created under this Call-Off Contract.</p> <p>The G-Cloud Services do not need to comply with the requirements in the PSN Code of Practice.</p> <p>With respect to the Zendesk HR Ticketing solution, Supplier (on behalf of Zendesk) will provide Buyer with an API to export data in accordance with</p>
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	the terms of Zendesk's data deletion policy (copy available here https://support.zendesk.com/hc/en-us/articles/360022185214) and provision of this API shall be deemed to satisfy Supplier's obligation with respect to the Exit Plan under clause 21 of Part B to this Call-Off Contract.
Guarantee:	Not Applicable
Warranties, representations:	Not Applicable
Supplemental requirements in addition to the Call-Off terms:	Not applicable
Alternative clauses:	The parties agree that the following provisions are hereby added to the Call-Off Contract: REDACTED
Buyer specific amendments to/refinements of the Call-Off Contract terms:	N/A
Public Services Network (PSN):	Not Applicable – this Service will not be delivered over PSN.
Personal Data and Data Subjects:	<p>Schedule 7 is being used:</p> <p>For the purposes of the consent required under clause 12.3 and clause 33.5 in Part B of this Call-Off Contract, Buyer hereby consents for Supplier to directly/indirectly transfer Buyer Personal Data to Zendesk (including the Zendesk sub-contractors/partners listed here https://help.zendesk.com/hc/en-us/articles/229138187/).</p> <p>With respect to processing carried out by Zendesk, the Zendesk Customer Service Platform will be hosted in accordance with the terms of Zendesk's Regional Data Hosting Policy - https://support.zendesk.com/hc/en-us/articles/360022185194 ; Buyer acknowledges that Zendesk and its sub-processors may maintain data processing operations in countries that are outside of the EEA and Switzerland. As such, both Zendesk and its sub-processors may Process Personal Data in non-EEA and non-Swiss countries. This will apply even where Buyer has agreed with Supplier to host Personal Data in the EEA if such non-EEA Processing is necessary to provide support-related or other services requested by Buyer.</p>

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:	Supplier	Buyer
Name:	REDACTED	REDACTED
Title:	REDACTED	REDACTED
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



Zendesk Service
Definition from GCloud 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) 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:



Zendesk Pricing from
Digital Marketplace **REDACTED**

CCS G-Cloud 11 Framework & Supplier T&C's



Zendesk T&Cs from
GCloud



CCS G-Cloud T&Cs

Schedule 3 – Not Used

Schedule 4 – Not Used

Schedule 5 – Not Used

Schedule 6 - Glossary and interpretations



CCS GCloud Glossary
of terms

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 Mobile: REDACTED)
- 1.2 The contact details of the Supplier's Data Protection Officer are: REDACTED, Professional Services Director (email: REDACTED; mobile: 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 by way of a formal Variation notice.

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">As part of this G-Cloud service offering, it is expected that Data will be required to be processed in some form. All processing of data subjects or handling of personal data must comply with Data Protection Legislation which is applicable to the service. The Supplier must include any further details in this schedule which may be required to ensure compliance with those laws. For Example, where there may be joint controllers, data sharing provisions, etc. The supplier must also provide the buyer with its own Data Protection Legislation terms and conditions.

	<ul style="list-style-type: none"> •
Duration of the Processing	<i>For the duration of the contract.</i>
Nature and purposes of the Processing	<i>The nature of the Processing is expected to include operational HR activities such as data collection, recording, structuring, storage, retrieval, consultation, testing, dissemination or otherwise making available, alignment or combination. The purpose might include e.g.: DfE staff payroll queries Processing, the serving of DfE knowledge base articles on HR topics, HR advice specific to employee queries.</i>
Type of Personal Data	<i>Typically including name, address, date of birth, NI number, telephone number, payments, images</i>
Categories of Data Subject	<i>Staff (including employees, volunteers, agents, and temporary workers)</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	<i>Only to be retained for as long as necessary for the purposes of the contract as required by the Buyer.</i>