



Crown  
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## **G-CLOUD 8 CALL-OFF CONTRACT**

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

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Part B - The Schedules

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## **Part A - Order Form**

|   |   |
|---|---|
| <b>Buyer</b>                            | Department for Communities & Local Government,<br>2 Marsham St, London SW1P 4DF   |
| <b>Service reference</b>                | NA  |
| <b>Supplier</b>                         | Arcus Global Ltd<br>Future Business Centre,<br>Kings Hedges Road,<br>Cambridge, CB4 2HY   |
| <b>Call-Off Contract ref.</b>           | CPD04/117/166 previously CPD04/109/143  |
| <b>Call-Off Contract title</b>          | Amazon Web Services (AWS) Managed Application Platform and Services   |
| <b>G-Cloud Framework No.</b>            | G-Cloud 8   |
| <b>Call-Off Contract description</b>    | Provision of services including secure hosting and support to DataMart, Data Sciences and Shared Services Application platforms.                |
| <b>Start date</b>                       | 01-04-2017  |
| <b>End date</b>                         | 30-06-2017  |
| <b>Call-Off Contract value excl VAT</b> | Up to £180,000.00 for agreed hosting and support services, plus estimated costs up to £70,000.00 T&M work that may be required during the term. |
| <b>Charging method</b>                  | Invoice monthly in arrears  |
| <b>Purchase order No.</b>               | TBA   |

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]".

**Project reference:** Amazon Web Services (AWS) Managed Application Platform & Services  
**Buyer reference:** CPD04/117/166  
**Order date:** 01-04-2017  
**Purchase order:** TBA

**From: the Buyer** Department for Communities & Local Government  
Fry Building, 2 Marsham St, London SW1P 4DF

**To: the Supplier**

Arcus Global Ltd  
Future Business Centre,  
Kings Hedges Road,  
Cambridge,  
CB4 2HY.  
Company number: 06946606

**Together: the “Parties”**

**Principle contact details**

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

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

**Call-off contract term**

**Commencement date:** This Call-Off Contract commences on 01-04-2017 and is valid for until 30-06-2017.

**Termination:** In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least 90 working days from the date of written notice for disputed sums or at least 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 (previously provided under call off contract reference CPD04/109/143) under

Lot 1 IaaS

Lot 2 PaaS

Lot 4 Specialist Cloud Services

### G-Cloud 8 services required:

The Services to be provided by the Supplier under the above Lot are outlined below:

- Arcus AWS Managed Application Platform - 238220536490665
- Arcus AWS Architecture & Design Services - 401370212017681
- Arcus Amazon Web Services (AWS) Deployment, Integration and Migration – 7136120075666128
- Arcus Cloud Solution Brokerage - 7499998435597104
- Lot 1 Arcus AWS services as required

### Additional Services:

The following third party services / software:  
Cohesive.net VNS3  
Cpanel  
Jaspersoft  
MobaXTerm  
Microsoft RDS  
Skeddly  
Symantic VIP  
Trend Micro Deep Security Management

### Location:

The Services will be delivered to DCLG, Fry Building, 2 Marsham St, London SW1P 4DF and the Internet.

### Quality standards:

The supplier should be certified to;

- ISO 27001:2013 security standard.
- ISO 9001:2015 Quality Management Standard.

|                                       |  |
|---------------------------------------|--|
| <b>Technical standards</b>            | Consultancy work under this contract will be approved via a Call-Off Form, the template for which is listed in Annex E. There is no requirement for PSN compliance.  |
| <b>On-boarding</b>                    | The on-boarding plan for this Call-Off Contract is – NA supplier already providing service.  |
| <b>Off-boarding</b>                   | The off-boarding plan for this Call-Off Contract is provided in Annex D – Exit Plan  |
| <b>Limit on supplier's liability:</b> | 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 is £5,000,000.   |
| <b>Insurance:</b>                     | <p>In accordance with Call-Off Contract clause 10, the insurance(s) required will be:</p> <p>A minimum insurance period of 6 years following the expiration or earlier termination of this Call-Off Contract.</p> <p>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 £5,000,000 for each individual claim or such higher limit as the Buyer may reasonably require (and as required by Law).</p> <p>Employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time</p> |
| <b>Buyer's Responsibilities</b>       | <p>The Buyer is responsible for providing:</p> <ul style="list-style-type: none"> <li>• Prompt access to strategies and relevant information.</li> <li>• Project Point of Contact.</li> <li>• Stakeholder Availability</li> <li>• Site Access/On boarding</li> <li>• Project/Work Area</li> <li>• Management of the relationship with the application suppliers where appropriate</li> <li>• Prompt payment of invoices</li> </ul>   |

**Buyer's equipment** The Buyer's equipment to be used in connection with this Call-Off Contract includes – NA.

### **Supplier's information**

**Commercially sensitive information:** The following is a list of the Supplier's commercially sensitive information:

- AWS design patterns and scripts
- CMAAS portal

**Subcontractors / Partners:** The following is a list of the Supplier's Subcontractors/Partners  
Amazon Web Services UK Limited (AWS), Company  
Registration Number 08650665, 60 Holborn Viaduct, London,  
EC1A 2FD.

### **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): The method of payment for this Call-Off Contract is BACS.

**Payment profile:** The payment profile for this Call-Off Contract is invoices monthly in arrears with supporting evidence as required.

**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 30 calendar days of receipt of a valid invoice.

**Who and where to send invoices to:** Invoices shall be sent to:  
Central Invoice Processing Team  
4th Floor  
High Trees  
Hillfield Road  
Hemel Hempstead  
Hertfordshire HP2 4XN

**Invoice information required** – eg PO, project ref, etc. All invoices must include a valid PO number and supporting evidence as required.

**Invoice frequency** Invoices will be sent to the Buyer monthly in arrears.

**Call-Off Contract value excl VAT:** The value of this Call-Off Contract is £120,000.00 for agreed hosting and £120,000.00 for agreed hosting and support services, plus estimated costs up to £130,000.00 for T&M work that may be required during the term.

## **Additional Buyer terms**

**Performance of the service and deliverables** This Call-Off Contract will include the following implementation plan and milestones:

- Provision of ongoing hosting on AWS as evidenced by ongoing DCLG access to services
- Provision of ongoing support as evidenced by the ability for DCLG to raise and resolve support tickets and review monthly managed service reports
- Provision of consultancy deliverables as defined in individual call-off forms using the template in Annex E

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

**Warranties, representations** The supplier shall deliver the requirements of this contract in accordance with Call-Off Contract clause 6

**Supplemental requirements in addition to the call-off terms** Arcus Global Terms listed in Annex C

**Buyer specific amendments to/refinements of the Call-Off Contract terms** The Call-Off Contract terms have been varied to include new provisions for Intellectual Property Rights at clauses 13.2 – 13.5.

**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.
- If the PSN authority chooses to disconnect the supplier's services from the PSN, Arcus Global shall neither be liable to the client for a failure to provide those services nor be required to reconnect those services for free.

#### **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:**

|        | <b>Supplier:</b>      | <b>Buyer:</b> |
|--------|-----------------------|---------------|
| Name:  | Arcus Global Ltd      |               |
| Title: | AWS Practice Director |               |

|            |               |                             |
|------------|---------------|-----------------------------|
| Signature: |               | <u>X</u>                    |
| Date:      | 1 April 2017. | Click here to enter a date. |

## Part B - The Schedules

### Schedule 1 - Deliverable

| Service                   | Detailed description or link to G-Cloud service descriptions | Evidence of effective provision |
|---------------------------|--|---------------------------------|
| AWS hosting               | Redacted   |                                 |
| AWS managed service       | Redacted   |                                 |
| T&M professional services | Redacted   |                                 |

### Schedule 2 - Call-Off Contract Charges

- Redacted

### Schedule 3 - Deed of guarantee – Not used

### Schedule 4 - Alternative Clauses – Not used