



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	495654864281633
Call-Off Contract reference	CH-1171
Call-Off Contract title	DocuSign via Glemnet Ltd
Call-Off Contract description	Electronic Signature System
Start date	31 st October 2022
Expiry date	30 th October 2024
Call-Off Contract value	Value Excl. VAT £13,896.60
Charging method	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	THE SECRETARY OF STATE for Business, Energy & Industrial Strategy acting through the Registrar of Companies for England and Wales (“the Authority”) Companies House Crown Way Cardiff CF14 3UZ
To the Supplier	Glemnet Ltd 02086390230 Unit 1, 2 Thayers Farm Road Beckenham Kent BR3 4LZ United Kingdom Company number: 04308716
Together the ‘Parties’	

Principal contact details

For the Buyer:

Name: [REDACTED]
Title: [REDACTED]
Email: [REDACTED]

For the Supplier:

Title: [REDACTED]
Name: [REDACTED]
Email: [REDACTED]
Phone: [REDACTED]

Call-Off Contract term

Start date	<p>This Call-Off Contract Starts on 31st October 2022 and is valid for 24 months with optional 3rd and 4th year extensions to be agreed.</p> <p>[The date and number of days or months is subject to clause 1.2 in Part B below.]</p>
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	<p>This Call-off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 90 days written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>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.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p>

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 2: Cloud software
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: As set out in Schedule 1 below the Supplier's</p> <ul style="list-style-type: none"> • Digital Marketplace Entry; • Service Definition; and • Supplier Terms and Conditions. <p>DocuSign Enterprise Pro Edition [REDACTED] DocuSign Premier Support DocuSign Adoption Consulting (Start Up)</p>
Additional Services	Not applicable
Location	Not applicable
Quality standards	The quality standards required for this Call-Off Contract are as set out in the Supplier's Service Description and Digital Marketplace entry
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as set out in the Supplier's Service Description and Digital Marketplace entry at Schedule 1 below.

Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier's Digital Marketplace entry and Terms and Conditions at Schedule 1 below.
Onboarding	The onboarding plan for this Call-Off Contract is as set out in the Supplier's Digital Marketplace entry at Schedule 1 below.
Offboarding	<p>The offboarding plan for this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"> • Provide a single point of contact to coordinate the Supplier's activities and liaise with the Buyer to ensure that the Exit Management activities are completed as agreed, including but not limited to using all reasonable endeavours to assist the Buyer to extract Buyer Data from the Supplier System to enable the Buyer to migrate the Buyer Data to a replacement system. • On termination of this Call-Off Contract for whatever reason or where it has become necessary to replace any part of the Supplier System on which the Buyer Data is stored the Supplier shall within the agreed timescales (no more than 30 days) provide written confirmation of the physical destruction of media containing Buyer Data to prevent accidental disclosure. The Supplier shall ensure that "Data Destruction Software" certified to recognised international standards, including but not limited to, CESG HMG Infosec Standard No: 5 Secure Sanitisation (Baseline and Enhanced)
Collaboration agreement	Not Required
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £50,000.00</p> <p>The annual total liability for Buyer Data Defaults will not exceed £100,000.00 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 £100,000.00 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 £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 £10,000,000 or any higher minimum limit required by Law; • • public liability insurance cover to be held by the Supplier and any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This public liability insurance cover will have a minimum limit of indemnity of £5,000,000 for each individual claim or any higher limit the buyer requires (as 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	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 7.4, 7.6, 7.7, 7.9, 7.10, 7.11 and 7.13.
Buyer's responsibilities	As agreed during the On-boarding process.
Buyer's equipment	None applicable

Supplier’s information

Subcontractors or partners	DocuSign Inc.
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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	The payment profile for this Call-Off Contract is annually in advance
Invoice details	<p>The Supplier will issue electronic invoices in accordance with the Payment Profile above.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.</p>
Who and where to send invoices to	<p>Invoices will be sent to :</p> <p>Accounts Payable Companies House Crown Way Cardiff CF14 3UZ</p>
Invoice information required	All invoices must include a valid PO number and project reference.
Invoice frequency	Invoice will be sent to the Buyer in accordance with the above payment profile.

Call-Off Contract value	The total value of this Call-Off Contract is Value Excl. VAT £13,896.60																													
Call-Off Contract charges	The breakdown of the Charges are: <table><tr><th>Description</th><th>Quantity</th><th>Unit Price</th></tr><tr><td>DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] 1st Year Subscription</td><td>1</td><td>[REDACTED]</td></tr><tr><td>DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] - 1st Year Premier Support</td><td>1</td><td>[REDACTED]</td></tr><tr><td>DocuSign Adoption Consulting</td><td>1</td><td>[REDACTED]</td></tr><tr><td>DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] 2nd Year Subscription</td><td>1</td><td>[REDACTED]</td></tr><tr><td>DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] – 2nd Year Premier Support</td><td>1</td><td>[REDACTED]</td></tr><tr><td>Total Year 1</td><td></td><td>£6948.30</td></tr><tr><td>Total Year 2</td><td></td><td>£6948.30</td></tr><tr><td colspan="2">**DocuSign will apply an overage/usage fee if the customer uses above the purchase volume.</td><td></td></tr></table>			Description	Quantity	Unit Price	DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] 1st Year Subscription	1	[REDACTED]	DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] - 1st Year Premier Support	1	[REDACTED]	DocuSign Adoption Consulting	1	[REDACTED]	DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] 2nd Year Subscription	1	[REDACTED]	DocuSign Enterprise Pro Edition [REDACTED] [REDACTED] – 2 nd Year Premier Support	1	[REDACTED]	Total Year 1		£6948.30	Total Year 2		£6948.30	**DocuSign will apply an overage/usage fee if the customer uses above the purchase volume.		
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Total Year 2		£6948.30																												
**DocuSign will apply an overage/usage fee if the customer uses above the purchase volume.																														

Additional Buyer terms

Performance of the Service and Deliverables	This Call-Off Contract will incorporate on-boarding, exit and offboarding plans as agreed between the parties.
Guarantee	Not required.
Warranties, representations	None applicable
Supplemental requirements in addition to the Call-Off terms	None applicable
Alternative clauses	None applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The following definition shall be added to Schedule 6: Glossary and interpretations:</p> <p>UK GDPR Has the meaning given to it in section 3(10) (as supplemented by section 205(4) of the Data Protection Act 2018;</p> <p>Framework Schedule 4 shall be amended as follows:</p> <p>Paragraph 5(d) not transfer Personal Data outside of the United Kingdom or EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:</p> <p>All references to GDPR shall be amended to UK GDPR.</p> <p>The Parties agree that there is a conflict between the terms of the Framework Agreement and/or Part B – Terms and Conditions of this Call-Off Contract and the Supplier's Terms and Conditions attached at Schedule 1, the following clauses</p>

	<p>from the Supplier's Terms and Conditions will not therefore apply to this Call-Off Contract:</p> <p>4. Length of Contract;</p> <p>14.1;</p> <p>14.4;</p> <p>16. Data Protection;</p> <p>19. Limitation of Liability;</p> <p>29. Entire Agreement.</p>
Public Services Network (PSN)	Not applicable
Personal Data and Data Subjects	Annex 1 of Schedule 7 is being used

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	Supplier	Buyer
Name	<div></div>	<div></div>
Title	<div></div>	<div></div>
Signature	<div></div>	<div></div>
Date	28 October 2022 09:01:21 oBcSt	28 October 2022 12:29:47 BST