



Crown Commercial Service

G-Cloud 11 Call-Off Contract (version 4)

Contents

G-Cloud 11 Call-Off Contract (version 4)	1
Part A - Order Form	5
Principle contact details.....	6
Call-Off Contract term.....	6
Buyer contractual details.....	7
Supplier's information.....	9
Call-Off Contract charges and payment.....	9
Additional Buyer terms.....	9
Schedule 1 - Services	11
Schedule 2 - Call-Off Contract charges	11
Part B - Terms and conditions	12
1. Call-Off Contract start date and length.....	12
2. Incorporation of terms.....	12
3. Supply of services.....	13
4. Supplier staff.....	14
5. Due diligence.....	14
6. Business continuity and disaster recovery.....	15
7. Payment, VAT and Call-Off Contract charges.....	15
8. Recovery of sums due and right of set-off.....	16
9. Insurance.....	16
10. Confidentiality.....	17
11. Intellectual Property Rights.....	18

12. Protection of information.....	19
13. Buyer data.....	19
14. Standards and quality.....	20
15. Open source.....	21
16. Security.....	21
17. Guarantee.....	22
18. Ending the Call-Off Contract.....	22
19. Consequences of suspension, ending and expiry.....	23
20. Notices.....	25
21. Exit plan.....	25
22. Handover to replacement supplier.....	26
23. Force majeure.....	27
24. Liability.....	27
25. Premises.....	27
26. Equipment.....	28
27. The Contracts (Rights of Third Parties) Act 1999.....	28
28. Environmental requirements.....	28
29. The Employment Regulations (TUPE).....	28
30. Additional G-Cloud services.....	30
31. Collaboration.....	30
32. Variation process.....	30
33. Data Protection Legislation (GDPR).....	31
Schedule 3 - Collaboration agreement.....	32
1. Definitions and interpretation.....	32
2. Term of the agreement.....	33
3. Provision of the collaboration plan.....	33
4. Collaboration activities.....	34
5. Invoicing.....	34
6. Confidentiality.....	34
7. Warranties.....	35
8. Limitation of liability.....	35
9. Dispute resolution process.....	36
10. Termination and consequences of termination.....	37
10.1 Termination.....	37
10.2 Consequences of termination.....	37

11. General provisions	37
11.1 Force majeure.....	37
11.2 Assignment and subcontracting.....	38
11.3 Notices.....	38
11.4 Entire agreement.....	38
11.5 Rights of third parties.....	38
11.6 Severability.....	38
11.7 Variations.....	39
11.8 No waiver.....	39
11.9 Governing law and jurisdiction.....	39
Collaboration Agreement Schedule 1 - List of contracts.....	40
[Collaboration Agreement Schedule 2 - Outline collaboration plan].....	41
Schedule 4 - Alternative clauses	41
1. Introduction	41
2. Clauses selected	41
2.3 Discrimination.....	41
2.4 Equality policies and practices.....	42
2.5 Equality.....	43
2.6 Health and safety.....	43
2.7 Criminal damage.....	44
Schedule 5 - Guarantee	44
Definitions and interpretation	46
Guarantee and indemnity	46
Obligation to enter into a new contract	47
Demands and notices	47
Beneficiary's protections	47
Representations and warranties	48
Payments and set-off	49
Guarantor's acknowledgement	49
Assignment	49
Severance	50
Third-party rights	50
Governing law	50
Schedule 6 - Glossary and interpretations	51
Schedule 7 - GDPR Information	58

Part A - Order Form

Digital Marketplace service ID number:	732673960355348 and 549167866231650
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Call-Off Contract reference:	Supply Chain Risk & Compliance Assessments Creditor Ref: 710431
Call-Off Contract title:	Supply Chain Risk & Compliance Assessments
Call-Off Contract description:	Identify and manage supplier risk and compliance with targeted assessments, benchmarked to recognised regulations and best practice. Automated evaluation and structured risk analysis across a large volume of third-party suppliers; including corporate social responsibility (CAESER), modern slavery (MSAT), social value, information assurance, environmental sustainability, gender, race and diversity.
Start date:	20/08/19
Expiry date:	19/08/20
Call-Off Contract value:	£35,750.00 ex VAT
Charging method:	Fixed Price
Purchase order number:	HME330774

From: the Buyer	The Secretary of State for the Home Department 07557 499 779 7th Floor Southern House Wellesley Grove Croydon CR0 1XG
To: the Supplier	NQC Ltd (0) 845 299 2991 51 Lever Street, Manchester, M1 1FN Company number: 04854362
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Assistant Commercial Officer; Social Value Name: Lauren Charlton Email: Lauren.Charlton5@homeoffice.gov.uk Phone: 07557 499 779
For the Supplier:	Title: Director

	<p>Name: Claire Russell Email: claire.russell@nqc.com Phone: (0)845 299 2991</p>
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Call-Off Contract term

Start date:	This Call-Off Contract Starts on 20/08/19 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:	<p>This Call-Off Contract can be extended by the Buyer for 2 periods of up to 12 months each, by giving the Supplier 1 month written notice before its expiry.</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>

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> <p style="text-align: center;">Lot 2 - Cloud software Lot 3 - Cloud support</p>
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:</p> <ul style="list-style-type: none"> • Supply Chain Risk & Compliance Assessments. (Based in a minimum commitment of 500 multi-tier suppliers in any 12-month period) <p style="margin-left: 40px;">Service ID – 732673960355348</p> <p style="margin-left: 40px;">Pricing - https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/92808/732673960355348-pricing-document-2019-05-17-1001.pdf</p> <ul style="list-style-type: none"> • NQC Development & Support Services (based on 250 suppliers) <p style="margin-left: 40px;">Service ID – 549167866231650</p> <p style="margin-left: 40px;">Pricing - https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/92808/549167866231650-pricing-document-2019-05-17-0957.pdf</p>

	<ul style="list-style-type: none"> Supply Chain Intelligence Report Generation (5 Days) <p>Service ID – 549167866231650</p> <p>Pricing - https://assets.digitalmarketplace.service.gov.uk/g-cloud-11/documents/92808/549167866231650-pricing-document-2019-05-17-0957.pdf</p> <p>It is mutually recognised that the volume of these services utilised by the Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.</p> <ul style="list-style-type: none">
Additional Services	Not applicable.
Location:	The departments being served by this contract are Home Office Group, Agencies and NDPBs, with the main location being 7th Floor, Southern House, Wellesley Grove, Croydon, CR0 1XG.
Quality standards:	<p>The supplier warrants that it will carry out the services with reasonable care and skill and in accordance with good industry practice.</p> <p>The quality standards required for this Call-Off Contract are detailed in the Supplier Service Definition;</p> <ul style="list-style-type: none"> Supply Chain Risk & Compliance Assessments https://www.digitalmarketplace.service.gov.uk/g-cloud/services/732673960355348 NQC Development & Proactive Support Services https://www.digitalmarketplace.service.gov.uk/g-cloud/services/549167866231650
Technical standards:	<p>The technical standards required for this Call-Off Contract are contained within the Supplier Risk and Compliance Assessments Service Definitions;</p> <ul style="list-style-type: none"> Supply Chain Risk & Compliance Assessments https://www.digitalmarketplace.service.gov.uk/g-cloud/services/732673960355348 NQC Development & Proactive Support Services https://www.digitalmarketplace.service.gov.uk/g-cloud/services/549167866231650
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are contained within the Supplier Risk and Compliance Assessments Service Definitions;</p> <ul style="list-style-type: none"> Supply Chain Risk & Compliance Assessments https://www.digitalmarketplace.service.gov.uk/g-cloud/services/732673960355348 NQC Development & Proactive Support Services https://www.digitalmarketplace.service.gov.uk/g-cloud/services/549167866231650

Onboarding:	<p>The onboarding plan for this Call-Off Contract is for the customer to upload the supply chain contact information onto the Supplier Registration Service Buyer's Dashboard to commence the assessment process.</p> <p>If required, as part of the onboarding process for this Call-Off Contract, the Supplier will:</p> <ul style="list-style-type: none"> • Works with Home Office on the confirmation of clearance for all personnel accessing Customer Data.
Offboarding:	<p>The offboarding plan for this Call-Off Contract are;</p> <ul style="list-style-type: none"> ■ for the buyer to download supply chain assessment data from the platform. ■ An offboarding plan will be developed in accordance with the provisions of this Call-Off Contract (Clause 21 and 22).
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £35,750.</p> <p>The annual total liability for Buyer Data defaults will not exceed £17, 875 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 £17,875 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 £5,000,000 or any higher minimum limit required by Law
Force majeure:	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 120 consecutive days.</p>
Audit:	<p>The following Framework Agreement audit provisions from 7.4 to 7.13 will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p>
Buyer's responsibilities:	<p>As the client our responsibilities include ensuring that correct and relevant supplier information is uploaded at the outset of a campaign. This includes a contact name, telephone number, email address and DUNS number to ensure that effective engagement can be undertaken. As the client we agree to issue initial correspondence to suppliers to support the initiation of the engagement programme and highlight the importance of the request to complete an assessment.</p> <p>Lauren Charlton has been nominated as the first point of contact within the Home Office that can be used by NQC Ltd to escalate any issues that arise during the engagement programme and also agree to a timely response to</p>

	<p>issues raised. Lucy Moody has been nominated as the second point of contact.</p> <p>As the client we will ensure that effective internal communication within our organisation has been undertaken to ensure that relevant individuals are briefed on the engagement programme.</p>
Buyer's equipment:	No equipment will be issued to carry out this service.

Supplier's information

Subcontractors or partners:	Not relevant.
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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 in full at the start of this agreement.
Invoice details:	The Supplier will issue 1 electronic invoice at the start of this agreement. 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 by email to post-room-rescan@homeoffice.gov.uk
Invoice information required – for example purchase order, project reference:	All invoices must include the Purchase Order Number; the time period pertaining to the charges included on the Invoice and the value of the VAT portion of the Invoice expressed in UK Sterling. All invoices must be accompanied by a summary of all the Services which constitute the total invoice.
Invoice frequency:	One Invoice will be sent to the Buyer at the start of this agreement.
Call-Off Contract value:	The total value of this Call-Off Contract is £35,750 ex VAT
Call-Off Contract charges:	<p>The breakdown of the Charges is:</p> <ul style="list-style-type: none"> • £25,000 for the Supply Chain Risk and Compliance Assessment (£50 per supplier based on a minimum commitment of 500 multi-tier suppliers in any 12 month period). • £6,250 for Proactive Supplier On-Boarding and Management (£25 per supplier based on 250 suppliers). • £4,500 Supply Chain Intelligence Report Generation (£900 per day for 5 days).

Additional Buyer terms

Performance of the service and deliverables:	The Implementation Plan as at the Commencement Date is set out below:			
	Milestone	Deliverables	Duration	Milestone Date

	To host Social Value question sets on the Sid4Gov platform and make available to Home Office Group users.	1 CAESER campaign per annum	12 weeks (CAESER campaign duration).	Milestone end date will be initiated at the start of a CAESER campaign.
	Produce CAESER analysis report and three supplier case studies where possible.	Report is tailored to provide a benchmark of performance across the Home Office's supply chain as a whole. Assessing how performance has altered year on year and identifying areas where supplier performance has increased or decreased. Case studies to demonstrate value of assessment.	1 month	To be generated 1 month after CAESER campaign end date.
	To conduct proactive Supplier On-Boarding and Management of up to 250 suppliers per annum.	During CAESER & MSAT campaigns	12 weeks (CAESER campaign duration). 6 weeks (MSAT campaign duration)	Milestone dates will be initiated at the start of a CAESER & MSAT campaigns.

Further Breakdown of Deliverables:

- Host social value (SV) modules on the SID4GOV platform and make available to Home Office Group users;
- Provide the SV modules to assess Home Office suppliers SV policies and procedures on an annual basis;
- Every supplier that completes an SV assessment are automatically issued with a personalised report, which details their identified strengths and weaknesses from their responses. These reports will be made available to those public bodies that the supplier creates a relationship with;
- The authority will have access to the Supplier Registration Service platform to view supplier data via their dashboard. Access to supplier data will be restricted at the request of the authority for certain individuals by the use of permissions. Permissions include; access to the Supplier Relationship Management (SRM) interface (campaigns) so that they may track in real-time the progress of suppliers through the engagement campaign and also view individual supplier returns; Contract Managers will be restricted to access data through the category tool for suppliers they have responsibility for;
- Suppliers will have the capability to record updates against recommendations for improvement through the tool. Home Office Group staff will have the ability to view these updates through the portal;
- HO users will be provided with an overview assessment report, which provides an analysis of the findings from their supply base and will include analysis of the response rates and the scores achieved by industry sector. The report will also provide a high level summary against each of the areas;
- NQC will acquire case study material from the SV campaign to demonstrate the benefits of the assessments.
- NQC will conduct customer feedback analysis to ensure questionnaires are relevant and for continuous improvement purposes. Changes in product status must be with the agreement of the authority and will be subject to quality reviews. The baseline must remain unchanged and any variation must be assigned version control references. Any proposed variation to the toolkit must be notified to the authority before it is implemented.
- NQC will contribute to the delivery of (an agreed number of) training, workshops and events to enable HO users and suppliers to understand the context of the HO's objectives and priorities to achieve against the Government's SV and Transparency agendas;
- NQC will contribute its knowledge of generic supplier engagement and processes including web-based interactive questionnaire design and delivery, data recording, reporting, secure hosting, first and second line customer support and capability in customer contact and product promotion;
- NQC will provide a dedicated Account Manager to provide support to the authority throughout its supplier engagement programme, including support for on-boarding and off-boarding;

First line support is defined as:

- Provision of technical assistance with regard to registration;
- Provision of technical assistance with regards to completion of the toolkits;
- Resolution of elementary questions relating to the Service Provider's

	<p>system and toolkits.</p> <p>Second line support is defined as:</p> <ul style="list-style-type: none"> • Support with general questions concerning the authority's initiative; • Support with general questions concerning the Government's SV and Transparency agendas. <p>The service provider's support functionality needs to be available Monday to Friday from 9am to 5:30pm (excluding UK public holidays) and can be accessed via telephone, email and online contact forms.</p> <p>If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the Services.</p> <p>The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.</p> <p>The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.</p> <p>Changes to the milestones shall only be made in accordance with the Change Control Procedure and provided that the Supplier shall not attempt to postpone any of the milestones using the Change Control Procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).</p>
Guarantee	Not applicable
Warranties, representations:	Incorporating Framework Agreement clause 4.1.
Alternative clauses:	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms:	<p>As per Clause 8.3 of the Framework Terms and Conditions. In the event of any conflict or ambiguity between the clauses of this Call-Off Contract, to the extent necessary, the order of precedence for resolving the conflict is:</p> <ul style="list-style-type: none"> • the completed Order Form • the Framework Agreement • the clauses of a Call-Off Contract (excluding Supplier Terms) • the Supplier Terms • any other document referred to in the Call-Off Contract clauses. <p>Alternative Clauses specified in a Buyer's Order Form will take precedence over their corresponding clauses in the Call-Off Contract. If the Application</p>

	<p>contains provisions which are more favourable to CCS or the Buyer compared to the rest of the Framework Agreement or Call-Off Contract, the Application provisions will apply. CCS and the Buyer will, at their discretion, determine whether any provision is more favourable.</p> <p>The Maximum Contract Value under this Call-Off Contract is £4,999,999.00 (excluding VAT). No additional work is permitted under this Call-Off Contract without the prior written authorisation from the Buyer's signatory on this Order Form, or their authorised Commercial representative, by means of a signed Order Form amendment. Any additional work undertaken by the Supplier without such prior authorisation from the Buyer will be at the Supplier's own risk and will result in non-payment for that work.</p>
Public Services Network (PSN):	Not applicable.

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:	Claire Russell	Lauren Charlton
Title:	Commercial Director	Assistant Commercial Officer: Social Value
Signature:	<u>X </u>	<u>X </u>
Date:	20/8/19	29/8/19

