G-CLOUD SERVICES CALL-OFF TERMS

THE SECRETARY OF STATE FOR EDUCATION

- and –

FDM Group Ltd

relating to the provision of G-Cloud Services. Call-Off Terms

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| **Date** | Effective from 23/9/15 | **Order Reference** | ICT2015/045 |

**FROM:**

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| Customer | **The Secretary of State for Education** “**Customer**” |
| Customer’s Address | **Sanctuary Buildings, Great Smith Street, London, SW1P3BT** |
| Invoice Address | **For paper DfE invoices**  Redacted  **See additional guidance on submitting invoices at Section 6.2.** |
| Principal Contact | Name: Redacted  Address:  Redacted  Phone: Redacted  e-mail: Redacted |

**TO:**

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| Supplier | FDM Group Ltd “**Supplier**”  Service IDs:  6246 6991 0210 9696; (Testing Services)  5025 6293 6376 5248; (Application Development Services)  5425 1521 5414 0672; (Business Analysis Services)  5023 4733 9084 5952; (Project Support Office Services) |
| Supplier’s Address | 4th Floor, 96-98 Queens Road, Brighton, East Sussex, BN1 3XE |
| Account Manager | Name: Redacted  Address: Redacted  Phone: Redacted  e-mail: Redacted |

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| **1. TERM** | |
| **1.1 Commencement Date**  This Call-Off Agreement commences on: 23/9/15  **1.2** **Expiry Date**  This Call-Off Agreement shall expire on:  1.2.1 22/9/17 unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement;  **1.3 Services Requirements**  1.3.1 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 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.  1.3.2 The Customer shall have the ability to raise work packages within the scope of the services covered by this agreement. Individual work packages will be agreed as and when required during the agreement period. All new requests for work within scope of the agreement shall be initiated by an authorised employee of the customer by means of a ‘Request for Quote’ (RFQ) and emailed to the supplier’s nominated representative. Activities, outcomes and delivery milestones where appropriate, will be agreed as part of the Request for Quote process. (see Annex B). The payment profile for each work package will be linked where appropriate, to milestones and outputs agreed between the Customer and supplier before work initiation.  1.3.3 G-Cloud Services | |
| 1.3.3.1 Lot1 | IaaS - N/A; |
| 1.3.3.2 Lot 2 | PaaS - N/A; |
| 1.3.3.3 Lot 3 | SaaS - N/A; and / or |
| 1.3.3.4 Lot 4 Specialist G-Cloud Services  1.3.3.5 G-Cloud Additional Services N/A. | * Testing Services <https://assets.digitalmarketplace.service.gov.uk/documents/92826/6246699102109696-service-definition-document.pdf>; * Application Development Services <https://assets.digitalmarketplace.service.gov.uk/documents/92826/5025629363765248-service-definition-document.pdf>; * Business Analysis Services <https://assets.digitalmarketplace.service.gov.uk/documents/92826/5425152154140672-service-definition-document.pdf>; * Project Office Support Services <https://assets.digitalmarketplace.service.gov.uk/documents/92826/5023473390845952-service-definition-document.pdf>.   For DfE ref only: Service Definitions also saved in IWP |

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| **2. PRINCIPAL LOCATIONS** |
| **2.1 Principal locations where the services are being performed**  The Supplier is expected to be on the site agreed with the Customer as and when required : **DfE Office locations :** London, Coventry, Sheffield, Manchester, Darlington, Nottingham  Choice of premises shall be determined by the Customer, in consultation with the Supplier and may take into account the Customer’s intention to keep overall cost of Travel and Subsistence for all parties to a practical minimum. |

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| **3. STANDARDS** |
| **3.1 Quality Standards**  The Supplier warrants that it will carry out the services with reasonable care and skill and that all services supplied hereunder shall be of satisfactory quality and fit for the particular purpose for which they are supplied with reference to the Customer's requirements and in line with G-Cloud 6 Product Offerings.  The supplier is expected to work in an ‘Agile’ way, to support customer (IT Group) strategy  ISO 9001:2008  **3.2 Technical Standards**  Prince 2 and ITIL methodologies  **3.3 Special Clauses** Please refer to Annex A  **3.4 Standards for Consultancy Day Rate cards**   * **Consultant’s Working Day –** 8 hours exclusive of travel and lunch. * **Working Week –** Monday to Friday excluding national holidays * **Office Hours -** 09:00 – 17:00 Monday to Friday * **Travel and Subsistence** – Included in day rate within M25. Payable at department’s standard T&S rates outside M25. (see para 6.1.1) * **Mileage –** As above (see para 6.1.1.) * **Professional Indemnity Insurance –** included in day rate. * **DfE Confidentiality Agreement -** to be signed prior to work package commencing |

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| **4. ONBOARDING** |
| **4.1 On-boarding**  4.2 The Customer and Supplier shall attend a start-up meeting with representatives of the Customer (date to be agreed between Customer and Supplier.) At this meeting the agenda will include but not be limited to: discussion and agreement on activity to implement the service within the DfE, future contract management arrangements; project documentation and deliverables; service delivery KPIs; requirements for reporting of Management Information consistent with clause 10 of the framework agreement (if any); and a forward schedule of meeting dates.  4.3 As a minimum, the Supplier’s Account Manager for the DfE shall attend and fully participate in agreed contract and service review meetings chaired by the Customer. The agenda for this meeting will be issued to participants at least three (3) working days in advance of the meeting and include a monthly Service Report produced by the Supplier. Frequency of meetings to be agreed  4.4 The detailed content of the Service Report shall include as a minimum: progress against delivery of all work packages, forward and retrospective resource plan, risks and issues log, financial reporting; quality assurance and MI data on CVs put forward where appropriate. |

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| **5. CUSTOMER RESPONSIBILITIES** |
| **5.1 Customer’s Responsibilities**  Will be discussed and agreed specific to each work package.  Where appropriate, the Customer will work with the Supplier in order that any required resources and documentation can be made available in order to support the achievement of activities and production of deliverables.  **5.2 Customer’s equipment**  Will be discussed and agreed specific to each work package. However, other than the provision of a DfE desktop accessed via an existing DfE thin client, it is not anticipated that any additional DfE equipment will be issued as part of this agreement. |

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| **6. PAYMENT** |
| **6.1 Payment profile and method of payment**  Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS  6.1.1 Payment Rates in accordance with Suppliers service description:  Pricing/rate card (for all 4 Products)   |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | |  | 1. Follow | 2. Assist | 3. Apply | 4. Enable | 5. Ensure/ Advise | 6. Initiate/  Influence | 7. Set Strategy/ Inspire | | Strategy &  Architecture | Redacted | Redacted | Redacted | - | - | - | - | | Business Change | Redacted | Redacted | Redacted | - | - | - | - | | Solution Development  & Implementation | Redacted | Redacted | Redacted | - | - | - | - | | Service Management | Redacted | Redacted | Redacted | - | - | - | - | | Procurement &  Management Support | Redacted | Redacted | Redacted | - | - | - | - | | Client Interface | Redacted | Redacted | Redacted | - | - | - | - |   **6.1.1 Payment will be paid Monthly in arrears**  Payment will be made within 30 days of invoicing. Work will be invoiced on satisfactory completion of agreed work packages. Payment will be made based on agreed day rate, plus expenses in accordance with the Customer’s expense policy or by agreed fixed price engagement.  The Supplier shall work with the DfE to minimise the impact on the public purse of T&S associated with the operation of this contract. Unless otherwise provided for under the Supplier’s G-Cloud 6 framework offering and/or the Supplier has an office in close proximity of the DfE 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 DfE rate in place at the time the expenditure is incurred. DfE rates in place as at 10th July 2015 are listed below:   * Hotel accommodation bed and breakfast – London £110.00 including VAT and elsewhere £75.00 including VAT * Rail travel shall be restricted to standard class * Car mileage at the ‘Public Transport Rate’ of 0.25p per mile * Taxis only payable where their use can be justified against using public transport   **No other out of pocket expenses shall be allowable.**  **6.2 Invoice format**  **DfE Invoices**  The Supplier shall issue paper invoices for all DfE services/assignments, monthly in arrears to DfE’s shared service provider SSCL. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2 the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.  **The Supplier shall email a “copy” invoice simultaneously to the DfE Customer to enable the Customer to take receipting action.**  **Education Funding Agency (EFA) Invoices**  The Education Funding Agency whilst part of the DfE Group, uses a different accounting system to the rest of DfE and as such pay their invoices in a different way. Only **one** copy of any EFA related invoice is required and should be electronically emailed to Redacted.e. a hardcopy of EFA invoices are **not** required to be sent to SSCL.  A valid invoice is one that is:   * Delivered in timing in accordance of the contract * Is for the correct sum * Is correct in terms of services/goods supplied * Has a unique invoice number * Quotes a valid Purchase Order number * Includes correct supplier details, date, contact details * Invoicing will be in £ Sterling and payment will be made by BACS transfer.   Invoicing will be in £ Sterling  All queries regarding payments or the settlement of invoices shall be directed in the first instance to the nominated timesheet approver or Customer that originally placed the Request for Quote/Purchase Order. General Invoice and payment enquiries must only be directed to the Supplier/Contract Manager if the supplier has been unable to reach a satisfactory resolution with the Customer. |

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| **7. DISPUTE RESOLUTION** |
| **7.1 Level of Representative to whom disputes should be escalated to:**  For DfE:  1st point of escalation: Redacted DfE Supplier/Contract Manager  2nd point of escalation: Redacted DfE Contract and Supplier Manager  For FDM Group:  1st point of escalation: Redacted FDM Account Manager  2nd point of escalation: Redacted FDM European Sales Director  **7.2 Mediation Provider**  Centre for Effective Dispute Resolution. |

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| **8. LIABILITY** |
| **Subject to the provisions of Clause CO 11 ‘Liability’ of the Call–Off Agreement:** |
| 8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call–Off Agreement shall in no event exceed Redacted  8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call–Off Agreement shall in no event exceed £ Redacted of the Charges payable by the Customer to the Supplier during the Call–Off Agreement Period.  8.3 The annual aggregate liability under this Call–Off Agreement of either Party for all defaults shall in no event exceed the greater of Redacted per cent of the Charges payable by the Customer to the Supplier during the Call–Off Agreement Period. |

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| **9. INSURANCE** |
| **9.1 Minimum Insurance Period**  Six (6)Years following the expiration or earlier termination of this Call-Off Agreement  **9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing, the Supplier shall ensure that:**  **- professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of Redacted for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;  - **employers' liability insurance** with a minimum limit of Redacted or such higher minimum limit as required by Law from time to time**.** |

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| **10. TERMINATION** |
| **10.1 Undisputed Sums Time Period**  At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement**.**  **10.2 Termination Without Cause**  At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement. |

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| **11. AUDIT AND ACCESS** |
| Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement. |

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| **12. PERFORMANCE OF THE SERVICES AND DELIVERABLES** |
| **12.1 Implementation Plan and Milestones (including dates for completion)**  12.1.1 Will be developed for each individual Request for Quote in agreement with the Customer and Supplier. |
| 12.2.1 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 G-Cloud Services. |
| 12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan. |
| 12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date. |
| 12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation 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). |
| **12.3 Service Levels**  12.3.1 The Supplier shall provide the Customer with a number of suitable CVs within 5 working days of the receipt of a Request for Quote unless otherwise agreed between the Customer and Supplier. |

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| **13.COLLABORATION AGREEMENT – NOT USED** |
| In accordance with Clause CO-20 of this Call-off Agreement, the Customer does not require the Supplier to enter into a Collaboration Agreement. |

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| **14. ALTERNATIVE CLAUSES – SUPPLIER TERMS AND CONDITIONS** |
| The Customer acknowledges and accepts three (3) Supplier Terms and Conditions clauses as detailed in the attachment below. Other than this there are no changes or amendments to the G-Cloud 6 Framework Agreement or Call Off Contract Terms and Conditions. |

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

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| **For and on behalf of the Supplier:** | |
| Name and Title |  |
| Position |  |
| Signature |  |
| Date |  |

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| **For and on behalf of the Customer:** | |
| Name and Title |  |
| Position |  |
| Signature |  |
| Date |  |

**DfE: Special Clauses for Contracts Annex A**

**1. Intellectual Property Rights and Copyright**

"Intellectual Property means patents, trademarks, service marks, design rights

Rights” (whether registerable or otherwise), applications for any of the foregoing, know-how, rights protecting databases, trade or business names and other similar rights or obligations whether registerable or not in any country (including but not limited to the United Kingdom).

"the Act" means the Copyright Designs and Patents Act 1988;

"Copyright" means any and all copyright, design right (as defined by the Act) and all other rights of a like nature which may, during the course of this Contract, come into existence in or in relation to any Work (or any part thereof);

"Crown and/or Her both mean Queen Elizabeth II and any successor to

Majesty" Her Majesty;

"HMSO" means Her Majesty's Stationery Office;

"Her Majesty's means the duly elected Government for the time being

Government" during the reign of Her Majesty and/or any department, committee, office, servant or officer of such Government;

"Work" means any and all Works including but not limited to literary, dramatic, musical or artistic works, sound recordings, films, broadcasts or cable programmes, typographical arrangements and designs (as the same are defined in the Act) which are created from time to time during the course of this Contract by the Contractor or by or together with others at the Contractor's request or on its behalf and where such works directly relate to or are created in respect of the performance of this Contract or any part of it.

1 **Intellectual Property Rights and Copyright**

1.1 The Contractor agrees that the Crown shall be legally and beneficially entitled to any and all Intellectual Property Rights and Copyright and the Contractor hereby assigns to the Crown any and all residual title which it may have in any and all such Intellectual Property Rights and/or Copyright.

1.2 The Contractor undertakes that it shall, from time to time, take all such steps and execute all such documents as the Crown or HMSO on its behalf may reasonably require to fully vest in the Crown any and all residual title, whether legal or beneficial, to the Intellectual Property Rights and/or Copyright.

**COPYRIGHT WARRANTIES**

1.3 The Contractor now warrants to the Crown, HMSO and the Department (and to any assignees and licensees of each) that all Works will not infringe in whole or in part any copyright or like right or any other intellectual property right of any other person (wheresoever) and agrees to indemnify and hold harmless Her Majesty and/or Her Majesty's Government against any and all claims, demands, proceedings, expenses and losses, including any of a consequential nature, arising directly or indirectly out of any act of the foregoing in relation to any Work, where such act is or is alleged to be an infringement of a third party's copyright or like right or other intellectual property right (wheresoever).

1.4 The warranty and indemnity contained in Clause 1.3 above shall survive the termination of this Contract and shall exist for the life of the Copyright.

**2. Ownership of Drawings Specifications and Other Data**

Any drawings, specifications or other data specific to the Departments requirements that are completed or provided in connection with this Contract shall become or, as the case may be, remain the property of the Department and be delivered up to the Department within a reasonable period of notice or on completion or termination of the Contract

**3. Not Used**

**4. Contractors Standards**

The Contractor shall as far as practicable satisfy the Department that it operates to an acceptable standard such as BS 5750, BS EN ISO 9000 or an equivalent.

**5. Issued Property**

5.1 In this clause "Issued Property" means all items of property belonging to the Department issued to the Contractor for the purposes of the performance of the project including without limitation any property recorded as issued through this contract arrangement.

5.2 Issued Property shall remain the property of the Department and shall be used in the execution of the Contract and for no other purpose whatsoever, save with the prior written approval of the Department. Within a reasonable period the Department shall re-issue Issued Property agreed to be defective or requiring replacement.

5.3 The Contractor shall be liable for any damage to Issued Property caused by misuse or negligence by the Contractor but shall not be liable for deterioration in Issued Property resulting from its normal and proper use in the performance of this Contract. The Contractor shall also be responsible for loss, including theft, of the Issued Property.

5.4 The Department will be responsible for the maintenance of the Issued Property. The Contractor shall be responsible for the safe custody of Issued Property and its prompt return upon expiry or termination of the Contract. Neither the Contractor nor its sub-contractors or other person shall have a lien on Issued Property for any sum due to the Contractor, sub-contractor or other person and the Contractor shall take all such steps as may be reasonably necessary to ensure that the title of the Department, and the exclusion of any such lien, are brought to the notice of all sub-contractors and other persons dealing with any Issued Property.

**6. Contractors Employees and Sub-Contractors**

6.1 The Contractor shall give to the Department if so requested a list of all persons who are or may be at any time directly concerned with the performance of this Contract specifying the capacity in which they are concerned with the performance of the Project and giving such other particulars as the Department may reasonably require.

6.2 If the Department notifies the Contractor that it considers that an employee or sub-contractor is not appropriately qualified or trained to perform the Project or otherwise is not performing the Project in accordance with this Contract, then the Contractor shall, as soon as is reasonably practicable, take all such steps as the Department considers necessary to remedy the situation or, if so required by the Department, shall remove the said employee or sub-contractor from performing the Project and shall use reasonable endeavours to provide a suitable replacement (at no additional cost to the Department).

6.3 The Contractor shall take all reasonable steps to avoid changes of employees or sub-contractors assigned to and accepted to perform the Project under the Contract except whenever changes are unavoidable or of a temporary nature. The Contractor shall give at least one month's written notice to the Project Manager of proposals to change key employees or sub-contractors*.*

6.4 the contractor shall use all reasonable endeavours to ensure that all its employees and sub contractors who are not  EC Nationals are legally entitled to be resident in the UK and have a work permit, where applicable.'

**7. Not Used**

**8. Not Used**

**9. Use of Premises**

9.1 Unless otherwise agreed, any land or premises made available to the Contractor by the Department in connection with the performance of the Project shall be made available to the Contractor free of charge and without exclusive possession and shall be used by the Contractor solely for the purpose of providing the Services. The Contractor shall have the use of such land or premises as licensee and shall vacate the same on the expiry or other termination of this Contract.

9.2 The Contractor shall ensure that in performing the Project its employees and sub-contractors co-operate as far as may be reasonably necessary with the Department's employees. The Contractor shall further ensure that its employees and sub-contractors carry out their duties and behave while on the Department's premises in such a way as to cause no unreasonable or unnecessary disruption to the routine and procedures of the Department, its employees, visitor or other contractors.

9.3 The Contractor shall ensure that its employees and sub-contractors comply with all rules and regulations from time to time issued by the Department relating to the use and/or security of the Department's premises.

**10. Facilities Provided**

For the purpose of the Contract the following areas and facilities at the Department's premises will be provided free for use by the Contractor and its employees and sub-contractor*:*

Toilets

Cooking Facilities

Heating

Lighting

First Aid

Telephone (use is restricted to internal calls or to Contractor's Headquarters or local office or to emergency services*)*

Office equipment

The Contractor shall be responsible for ensuring that proper use and reasonable care is taken by its employees and sub-contractors of facilities provided***.***

**11.** **Data Protection Act**

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| **"Affiliate"** | in relation to a body corporate, any other entity which directly or indirectly Controls, is Controlled by, or is under direct or indirect common Control with, that body corporate from time to time; |
| **"Contractor Personnel"** | all employees, agents, Contractors and contractors of the Contractor and/or of any Sub-contractor; |
| **"Control"** | means that a person possesses, directly or indirectly, the power to direct or cause the direction of the management and policies of the other person (whether through the ownership of voting shares, by contract or otherwise) and **"Controls"** and **"Controlled"** shall be interpreted accordingly; |
| **“Regulatory Bodies”** | those government departments and regulatory, statutory and other entities, committees and bodies which, whether under statute, rules, regulations, codes of practice or otherwise, are entitled to regulate, investigate, or influence the matters dealt with in this Contract or any other affairs of the Department and **"Regulatory Body"** shall be construed accordingly. |
| **"Sub-contractor"** | the third party with whom the Contractor enters into a Sub-contract or its servants or agents and any third party with whom that third party enters into a Sub-contract or its servants or agents; |
| **"Working Day"** | any day other than a Saturday, Sunday or public holiday in England and Wales. |

11.1 With respect to the parties' rights and obligations under this Contract, the parties agree that the Department is the Data Controller and that the Contractor is the Data Processor. For the purposes of this Clause 11, the terms “Data Controller”, “Data Processor”, “Data Subject”, “Personal Data”, “Process” and “Processing shall have the meaning prescribed under the DPA.

11.2 The Contractor shall:

11.2.1 Process the Personal Data only in accordance with instructions from the Department (which may be specific instructions or instructions of a general nature as set out in this Contract or as otherwise notified by the Department to the Contractor during the period of the Contract);

11.2.2 Process the Personal Data only to the extent, and in such manner, as is necessary for the provision of the Services or as is required by law or any Regulatory Body;

11.2.3 Implement appropriate technical and organisational measures to protect the Personal Data against unauthorised or unlawful processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;

11.2.4 Take reasonable steps to ensure the reliability of any Contractor Personnel who have access to the Personal Data;

11.2.5 Obtain prior written consent from the Department in order to transfer the Personal Data to any Sub-contractors or Affiliates for the provision of the Services;

11.2.6 Ensure that all Contractor Personnel required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this Clause11;

11.2.7 Ensure that none of Contractor Personnel publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Department;

11.2.8 Notify the Department within five Working Days if it receives:

11.2.8.1 a request from a Data Subject to have access to that person's Personal Data; or

11.2.8.2 a complaint or request relating to the Department's obligations under the Data Protection Legislation;

11.2.9 Provide the Department with full cooperation and assistance in relation to any complaint or request made, including by:

11.2.9.1 providing the Department with full details of the complaint or request;

11.2.9.2 complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Department's instructions;

11.2.9.3 providing the Department with any Personal Data it holds in relation to a Data Subject (within the timescales required by the Department); and

11.2.9.4 providing the Department with any information requested by the Department;

11.2.10 Permit the Department or the Department’s Representative (subject to reasonable and appropriate confidentiality undertakings), to inspect and audit the Contractor's data processing activities (and/or those of its agents, subsidiaries and Sub-contractors) and comply with all reasonable requests or directions by the Department to enable the Department to verify and/or procure that the Contractor is in full compliance with its obligations under this Contract;

11.2.11 Provide a written description of the technical and organisational methods employed by the Contractor for processing Personal Data (within the timescales required by the Department); and

11.2.12 Not Process or otherwise transfer any Personal Data outside the European

Economic Area. If, after the Commencement Date, the Contractor (or any

Sub-contractor) wishes to Process and/or transfer any Personal Data

outside the European Economic Area, the following provisions shall apply:

11.2.12.1 the Contractor shall submit a request for change to the Department which shall be dealt with in accordance with any Change Control Procedure

11.2.12.2 the Contractor shall set out in its request for change details of the following:

(a) the Personal Data which will be Processed and/or transferred outside the European Economic Area;

(b) the country or countries in which the Personal Data will be Processed and/or to which the Personal Data will be transferred outside the European Economic Area;

(c) any Sub-contractors or other third parties who will be Processing and/or transferring Personal Data outside the European Economic Area; and

(d) how the Contractor will ensure an adequate level of protection and adequate safeguards (in accordance with the Data Protection Legislation and in particular so as to ensure the Department’s compliance with the Data Protection Legislation) in respect of the Personal Data that will be Processed and/or transferred outside the European Economic Area;

11.2.12.3 in providing and evaluating the request for change, the parties shall ensure that they have regard to and comply with then-current Department, Government and Information Commissioner Office policies, procedures, guidance and codes of practice on, and any approvals processes in connection with, the Processing and/or transfers of Personal Data outside the European Economic Area and/or overseas generally; and

11.2.12.4 the Contractor shall comply with such other instructions and shall carry out such other actions as the Department may notify in writing, including:

(a) incorporating standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) in this Contract or a separate data processing agreement between the parties; and

(b) procuring that any Sub-contractor or other third party who will be Processing and/or transferring the Personal Data outside the European Economic Area enters into a direct data processing agreement with the Authority on such terms as may be required by the Department, which the Contractor acknowledges may include the incorporation of standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation).”

11.3 The Contractor shall comply at all times with the Data Protection Legislation and shall not perform its obligations under this Contract in such a way as to cause the Department to breach any of its applicable obligations under the Data Protection Legislation.

**12. Departmental Security Standards**

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| “CESG” | is the UK government’s National Technical Authority for Information Assurance. The website is http://www.cesg.gov.uk/Pages/homepage.aspx |
| “Data”, “Data Controller”, “Data Processor”, “Personal Data”, “Sensitive Personal Data”, “Data Subject”, “Process” and “Processing” | shall have the meanings given to those terms by the Data Protection Act 1998 |
| "Department’s Data" | (a) the data, text, drawings, diagrams, images or sounds (together with any database made up of any of these) which are embodied in any electronic, magnetic, optical or tangible media, and which are:  (i) supplied to the Contractor by or on behalf of the Department; or  (ii) which the Contractor is required to generate, process, store or transmit pursuant to this Contract; or  (b) any Personal Data for which the Department is the Data Controller; |
| “Departmental Security Standards” | means the Department’s specification for security that the Contractor is required to deliver. |
| “Good Industry Practice” | means the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| “Good Industry Standard” | means the implementation of products and solutions, and the exercise of that degree of skill, care, prudence, efficiency, foresight and timeliness as would be expected from a leading company within the relevant industry or business sector. |
| “IT Security Health Check” | means an assessment to identify vulnerabilities in IT systems and networks which may compromise the confidentiality, integrity or availability of information held on that IT system. |

12.1. The Contractor shall comply with Departmental Security Standards for Contractors which include but are not constrained to the following clauses.

12.2. Not Used

12.3. The Contractor will be expected to be able to conform to ISO/IEC 27001 (Information Security Management Systems Requirements), including the application of an appropriate selection of controls from ISO/IEC 27002 (Code of Practice for Information Security Controls) to the extent applicable to the services being provided.

12.4. The Contractor will adopt the UK Government Security Classification Policy in respect of any Departmental Data being handled in the course of providing this service to the extent applicable, and will handle this data in accordance with its security classification. (In the event where the Contractor has an existing Protective Marking Scheme then the Contractor may continue to use this but must map the HMG security classifications against it to ensure the correct controls are applied to the Departmental Data).

12.5. Departmental Data being handled in the course of providing this service must be segregated from other data on the Contractor’s own IT equipment (if applicable) to protect the Departmental Data and enable it to be securely deleted when required. In the event that it is not possible to segregate the Departmental Data then the Contractor is required to ensure that it is stored in such a way that it is possible to securely delete the data in line with Clause 12.13.

12.6. Not Used

12.7. Not Used

12.8.Not Used

12.9. Any portable removable media (including but not constrained to pen drives, memory sticks, CDs, DVDs, PDPs, USB devices) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme or uses another encryption standard that is acceptable to the Department.

12.10. All portable ICT devices (including but not limited to laptops, PDAs, smartphones) which handle, store or process in any way Departmental Data to deliver and support the service, shall be under the configuration management of the (sub-)contractors providing the service, shall be necessary to deliver the service, and shall be full-disk encrypted using a product which has been certified to FIPS140-2 or certified under a CESG (e.g. CAPS or CPA) or CESG-endorsed scheme or uses another encryption standard that is acceptable to the Department.

12.11. Storage of Departmental Data on any portable devices or media shall be limited to the minimum required to deliver the business requirement.

12.12. All paper holding Departmental Data must be securely protected whilst in the Contractor’s care and securely destroyed when no longer required using a cross-cutting shredder and/or a professional secure waste paper organisation.

12.13. Paper documents containing Departmental Data shall be transmitted, both within and outside company premises in such a way as to make sure that no unauthorised person has access.

12.14. At the end of the contract or in the event of failure or obsoletion, all equipment holding Departmental Data must be returned to the Department or securely cleansed or destroyed using a CESG approved product or method. Where this is not possible e.g. for legal or regulatory reasons, or technical reasons such as where there is storage area network (SAN) or shared backup tapes, then the Contractor must protect the equipment until the time (which may be long after the end of the contract) when it can be securely cleansed or destroyed.

12.15. Access by Contractor staff to Departmental Data shall be confined to those individuals who have a “need-to-know” and whose access is essential for the purpose of their duties. All employees with direct or indirect access to Departmental Data must be subject to pre-employment checks equivalent to or higher than the Baseline Personnel Security Standard (BPSS): Details of the standard are available at the HMG website https://www.gov.uk/government/publications/security-policy-framework.

12.16. Not Used

12.17. Not Used

12.18. Any non-compliance with these Departmental Security Standards for Contractors, or any suspected or actual breach of the confidentiality or integrity of Departmental Data being handled in the course of providing this service, shall be immediately escalated to the Department by a method agreed by both parties.

12.19. Not Used

12.20. The Contractor will provide details of any proposal to store or host Departmental Data outside the UK or to perform ICT management or support from outside the UK and will not go ahead with such a proposal without prior agreement from the Department.

12.21. The Department reserves the right to audit the Contractor with 24 hours’ notice in respect to the Contractor’s compliance with the clauses contained in this Section.

12.22. The Contractor shall contractually enforce all these Departmental Security Standards for Contractors onto any third-party suppliers, sub-contractors or partners who could potentially access Departmental Data in the course of providing this service.

**13. Not Used**

**14. Not Used**

**15. Not Used**

**16. Not Used**

**17. Not Used**

**18. Not Used**

* + - 1. **19. Not Used**

**20. Not Used**

**21 Not Used**

**22 Personnel Security Standard**

“Departmental Assets” Includes but not limited to Departmental premises, IT systems and information with a classification up to confidential.

“Personnel Security Standard” A government wide requirement including checks on identity, employment history, nationality and immigration status and the declaration of unspent criminal records.

22.1 The Contractor shall ensure that any personnel provided under this Contract including those of any sub-contractors, who have unsupervised access to Departmental Assets meet the Personnel Security Standards and shall provide evidence that the checks have been performed on request.

22.2 A breach of this Clause 22 shall entitle the Department to terminate the contract immediately.

**23 Not Used**

**24 Staffing Security**

|  |  |
| --- | --- |
| **"Contractor Personnel"** | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
|  |  |
| **"Staff Vetting Procedures"** | the Department's procedures and departmental policies for the vetting of personnel whose role will involve the handling of information of a sensitive or confidential nature or the handling of information which is subject to any relevant security measures, including, but not limited to, the provisions of the Official Secrets Act 1911 to 1989; |

24.1 The Contractor shall comply with the Staff Vetting Procedures in respect of all Contractor Personnel employed or engaged in the provision of the Services. The Contractor confirms that all Contractor Personnel employed or engaged by the Contractor to work on this Contract were vetted and recruited on a basis that is equivalent to and no less strict than the Staff Vetting Procedures.

**25 Security Requirements**

|  |  |
| --- | --- |
| **"Contractor Personnel"** | all employees, agents, consultants and contractors of the Contractor and/or of any Sub-contractor; |
| **"ICT"** | information and communications technology; |
| **"ICT Environment"** | the Department’s system and the Contractor system; |
| **"Malicious Software"** | any software program or code intended to destroy, interfere with, corrupt, or cause undesired effects on program files, data or other information, executable code or application software macros, whether or not its operation is immediate or delayed, and whether the malicious software is introduced wilfully, negligently or without knowledge of its existence; |
| **"Security Plan"** | the security plan agreed between the Department and Contractor and included as a schedule (Security Requirements) to the contract; |
|  |  |

25.1 The Contractor shall comply, and shall procure the compliance of the Contractor Personnel, with the Security Plan.

25.2 The Department shall notify the Contractor of any changes or proposed changes to the Security Plan.

25.3 If the Contractor believes that a change or proposed change to the Security Plan will have a material and unavoidable cost implication to the Services it may submit a business case for any additional costs. In doing so, the Contractor must support its request by providing evidence of the cause of any increased costs and the steps that it has taken to mitigate those costs.

25.4 Until and/or unless a change to the charges is agreed by the Department pursuant to clause 25.3 the Contractor shall continue to perform the Services in accordance with its existing obligations.

**Malicious Software**

25.5 The Contractor shall, as an enduring obligation throughout the period of the Contract, use the latest versions of anti-virus definitions available to check for and delete Malicious Software from the ICT Environment.

25.6 Notwithstanding clause 25.5, if Malicious Software is found, the parties shall co-operate to reduce the effect of the Malicious Software and, particularly if Malicious Software causes loss of operational efficiency or loss or corruption of Department’s Data, assist each other to mitigate any losses and to restore the Services to their desired operating efficiency.

25.7 Any cost arising out of the actions of the parties taken in compliance with the provisions of clause 25.6 shall be borne by the parties as follows:

25.7.1 by the Contractor where the Malicious Software originates from the Contractor Software, the Third Party Software or the Department’s Data (whilst the Department’s Data was under the control of the Contractor); and

25.7.2 by the Department if the Malicious Software originates from the Department’s Software or the Department’s Data (whilst the Department’s Data was under the control of the Department).

**26 Not** **Used**

**27 Not Used**

**28 Not Used**

**29** **Not Used**

**30 Not Used**

**31 Not Used**

**32 Not Used**

Call-Off Agreement Terms and Conditions

THIS CONTRACT is made on the 23 day of September 2015

BETWEEN

1. The Secretary of State for Education of Sanctuary Buildings, Great Smith Street, London (the **“Customer”**); and
2. FDM Group Ltd, a company registered in England under company number 2542980 and whose registered office is at 3rd Floor, Cottons Centre, Cottons Lane, London, SE1 2QG (the “Supplier”).

IT IS AGREED AS FOLLOWS:

OVERRIDING PROVISIONS

* 1. The Supplier agrees to supply the G-Cloud Services and any G-Cloud Additional Services in accordance with the Call-Off Terms, including Supplier’s Terms as identified in Framework Schedule 1 (G-Cloud Services) and incorporated into this Call-Off Agreement.
  2. In the event of and only to the extent of any conflict or ambiguity between the Clauses of this Call-Off Agreement, the provisions of the Schedules, any document referred to in the Clauses of this Call-Off Agreement (including Supplier’s Terms) and the Framework Agreement, the conflict shall be resolved in accordance with the following order of precedence:
     1. the Framework Agreement (excluding Framework Schedule 2);
     2. the Clauses of this Call-Off Agreement (excluding Supplier Terms);
     3. the completed Order Form;
     4. the Collaboration Agreement (Framework Schedule 7);
     5. the Supplier’s Terms as set out in the Framework Schedule 1 (G-Cloud Services); and
     6. any other document referred to in the Clauses of this Call-Off Agreement.
  3. The Supplier acknowledges and accepts that the order of prevailing provisions in this Call-Off Agreement is as set out in Clause CO-1.2 above.

PREVENTION OF BRIBERY AND CORRUPTION

* 1. If the Supplier breaches
     1. Clauses FW-22.1 or FW-22.2 of the Framework Agreement; or,
     2. the Bribery Act 2010 in relation to the Framework Agreement

the Customer may terminate this Call-Off Agreement.

* 1. The Parties agree that the Management Charge payable in accordance with Clause FW-9 does not constitute an offence under section 1 of the Bribery Act 2010.

PROTECTION OF INFORMATION

* 1. The provisions of this Clause CO-3, shall apply during the Call-Off Agreement Period and for such time as the Supplier holds the Customer Personal Data.
  2. The Supplier shall and shall procure that Supplier’s Staff comply with any notification requirements under the DPA and both Parties undertake to duly observe all their obligations under the DPA which arise in connection with the Call-Off Agreement.
  3. To the extent that the Supplier is Processing the Order Personal Data the Supplier shall:
     1. ensure that it has in place appropriate technical and organisational measures to ensure the security of the Order Personal Data (and to guard against unauthorised or unlawful Processing of the Order Personal Data and against accidental loss or destruction of, or damage to, the Order Personal Data; and
     2. provide the Customer with such information as the Customer may reasonably request to satisfy itself that the Supplier is complying with its obligations under the DPA;
     3. promptly notify the Customer of any breach of the security measures to be put in place pursuant to this Clause; and
     4. ensure that it does not knowingly or negligently do or omit to do anything which places the Customer in breach of its obligations under the DPA.
  4. To the extent that the Supplier Processes Service Personal Data the Supplier shall:
     1. Process Service Personal Data only in accordance with written instructions from the Customer as set out in this Call-Off Agreement;
     2. Process the Service Personal Data only to the extent, and in such manner, as is necessary for the provision of the G-Cloud Services or as is required by Law or any Regulatory Body;
     3. implement appropriate technical and organisational measures to protect Service Personal Data against unauthorised or unlawful Processing and against accidental loss, destruction, damage, alteration or disclosure. These measures shall be appropriate to the harm which might result from any unauthorised or unlawful Processing, accidental loss, destruction or damage to Service Personal Data and having regard to the nature of the Service Personal Data which is to be protected;
     4. take reasonable steps to ensure the reliability of any Supplier Staff who have access to Service Personal Data;
     5. ensure that all Supplier Staff required to access Service Personal Data are informed of the confidential nature of the Service Personal Data and comply with the obligations set out in this Clause;
     6. ensure that none of the Supplier Staff publish, disclose or divulge Customer’s Personal Data to any third party unless necessary for the provision of the G-Cloud Services under the Call-Off Agreement and/or directed in writing to do so by the Customer;
     7. notify the Customer within five (5) Working Days if it receives:
        1. a request from a Data Subject to have access to Service Personal Data relating to that person; or
        2. a complaint or request relating to the Customer’s obligations under the Data Protection Legislation;
     8. provide the Customer with full cooperation and assistance in relation to any complaint or request made relating to Service Personal Data, including by:
        1. providing the Customer with full details of the complaint or request;
        2. complying with a data access request within the relevant timescales set out in the Data Protection Legislation and in accordance with the Customer’s instructions;
        3. providing the Customer with any Service Personal Data it holds in relation to a Data Subject (within the timescales required by the Customer); and
        4. providing the Customer with any information requested by the Data Subject.
  5. The Supplier shall:
     1. permit the Customer or the Customer’s Representative (subject to the reasonable and appropriate confidentiality undertakings), to inspect and audit the Supplier's data Processing activities (and/or those of its agents, subsidiaries and Sub-Contractors) or provide to the Customer an independent third party inspection and audit certificate in lieu of the same and shall comply with all reasonable requests or directions by the Customer to enable the Customer to verify and/or procure that the Supplier is in full compliance with its obligations under this Call-Off Agreement; and/or
     2. subject to Clause CO-3.6 agree to an appointment of an independent auditor selected by the Supplier to undertake the activities in Clause CO-3.5.1 provided such selection is acceptable to the Customer or Customer Representative (subject to such independent auditor complying with the reasonable and appropriate confidentiality undertakings).
  6. The Supplier Shall:
     1. obtain prior written consent from the Customer in order to transfer Customer Personal Data to any other person (including for the avoidance of doubt any Sub-Contractors) for the provision of the G-Cloud Services;
     2. not cause or permit to be Processed, stored, accessed or otherwise transferred outside the EEA any Customer Personal Data supplied to it by the Customer without the prior written consent of the Customer. Where the Customer consents to such Processing, storing, accessing or transfer outside the European Economic Area the Supplier shall:
        1. comply with the obligations of a Data Controller under the Eighth Data Protection Principle set out in Schedule 1 of the Data Protection Act 1998 by providing an adequate level of protection to any Personal Data that is so processed, stored, accessed or transferred;
        2. comply with any reasonable instructions notified to it by the Customer and either:
        3. incorporate standard and/or model clauses (which are approved by the European Commission as offering adequate safeguards under the Data Protection Legislation) or warrant that that the obligations set out in the Supplier Terms provide Adequate protection for Personal Data.
  7. The Supplier shall not perform its obligations under this Call-Off Agreement in such a way as to cause the Customer to breach any of its applicable obligations under the Data Protection Legislation.
  8. The Supplier acknowledges that, in the event that it breaches (or attempts or threatens to breach) its obligations relating to Customer Personal Data that the Customer may be irreparably harmed (including harm to its reputation). In such circumstances, the Customer may proceed directly to court and seek injunctive or other equitable relief to remedy or prevent any further breach (or attempted or threatened breach).

CONFIDENTIALITY

* 1. Except to the extent set out in this Clause or where disclosure is expressly permitted elsewhere in this Call-Off Agreement, each Party shall:
     1. treat the other Party’s Confidential Information as confidential and safeguard it accordingly; and
     2. not disclose any Confidential Information belonging to the other Party to any other person without the prior written consent of the other Party, except to such persons and to such extent as may be necessary for the performance of this Call-Off Agreement.
  2. The Supplier may only disclose the Customer's Confidential Information to the Supplier Staff who are directly involved in the provision of the G-Cloud Services and who need to know the information, and shall ensure that such Supplier Staff are aware of and shall comply with these obligations as to confidentiality.
  3. The Supplier shall not, and shall procure that the Supplier Staff do not, use any of the Customer's Confidential Information received otherwise than for the purposes of this Call-Off Agreement.
  4. The provisions of Clauses CO-4.1 shall not apply to the extent that:
     1. such disclosure is a requirement of Law placed upon the Party making the disclosure, including any requirements for disclosure under Clause CO-7 (Transparency) and the FOIA, the Ministry of Justice Code or the Environmental Information Regulations pursuant to Clause CO-6 (Freedom of Information);
     2. such information was in the possession of the Party making the disclosure without obligation of confidentiality prior to its disclosure by the information owner;
     3. such information was obtained from a third party without obligation of confidentiality;
     4. such information was already in the public domain at the time of disclosure otherwise than by a breach of this Call-Off Agreement; or
     5. it is independently developed without access to the other Party's Confidential Information.
  5. Nothing in this Call-Off Agreement shall prevent the Customer from disclosing the Supplier's Confidential Information (including the Management Information obtained under Clause FW-8 (Provision of Management Information) of the Framework Agreement):
     1. for the purpose of the examination and certification of the Customer’s accounts;
     2. for any examination pursuant to Section 6(1) of the National Audit Act 1983 of the economy, efficiency and effectiveness with which the Customer has used its resources;
     3. to any Crown body or any Other Contracting Body. All Crown bodies or Contracting Bodies receiving such Supplier's Confidential Information shall be entitled to further disclose the Supplier's Confidential Information to other Crown bodies or Other Contracting Bodies on the basis that the information is confidential and is not to be disclosed to a third party which is not part of any Crown body or any Contracting Body; or
     4. to any consultant, contractor or other person engaged by the Customer (on the basis that the information shall be held by such consultant, contractor or other person in confidence and is not to be disclosed to any third party) or any person conducting a Cabinet Office or ERG Gateway review or any additional assurance programme.
  6. In the event that the Supplier fails to comply with Clauses CO-4.1 to Clause CO-4.4, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by notice in writing.
  7. In order to ensure that no unauthorised person gains access to any Confidential Information or any data obtained in performance of this Call-Off Agreement, the Supplier undertakes to maintain adequate security arrangements that meet the requirements of Good Industry Practice.
  8. The Supplier will immediately notify the Customer of any breach of security in relation to Customer Confidential Information obtained in the performance of this Call-Off Agreement and will keep a record of such breaches. The Supplier will use its best endeavours to recover such Customer Confidential Information however it may be recorded. This obligation is in addition to the Supplier's obligations under Clauses CO-4.1 to Clause CO-4.4. The Supplier will co-operate with the Customer in any investigation that the Customer considers necessary to undertake as a result of any breach of security in relation to Customer Confidential Information.
  9. Subject always to Clause CO-11.4 the Supplier shall, at all times during and after the Call-Off Agreement Period, indemnify the Customer and keep the Customer fully indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against the Customer arising from any breach of the Supplier's obligations under the DPA or this Clause CO-4 (Confidentiality) except and to the extent that such liabilities have resulted directly from the Customer's instructions.

CUSTOMER DATA

* 1. The Supplier shall not delete or remove any proprietary notices contained within or relating to the Customer Data.
  2. The Supplier shall not store, copy, disclose, or use the Customer Data except as necessary for the performance by the Supplier of its obligations under this Call-Off Agreement or as otherwise expressly approved by the Customer.
  3. The Supplier shall ensure that any system on which the Supplier holds any Customer Data, including back-up data, is a secure system that complies with the Supplier security policy.

STATUTORY OBLIGATIONS AND REGULATIONS

FREEDOM OF INFORMATION

* 1. The Supplier acknowledges that the Customer is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and co-operate with the Customer to enable the Customer to comply with its Information disclosure obligations.
  2. The Supplier shall:
     1. transfer to the Customer all Requests for Information that it receives as soon as practicable and in any event within two (2) Working Days of receiving a Request for Information;
     2. provide the Customer with a copy of all Information, relating to a Request for Information, in its possession or control, in the form that the Customer requires within five (5) Working Days (or such other period as the Customer may specify) of the Customer's request; and
     3. provide all necessary assistance as reasonably requested by the Customer to enable the Customer to respond to the Request for Information within the time for compliance set out in section 10 of the FOIA or regulation 5 of the Environmental Information Regulations.
  3. The Customer shall be responsible for determining in its absolute discretion and notwithstanding any other provision in this Call-Off Agreement or any other agreement whether the Commercially Sensitive Information and/or any other Information (including Supplier’s Confidential Information) is exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations.
  4. In no event shall the Supplier respond directly to a Request for Information unless authorised in writing to do so by the Customer.
  5. The Supplier acknowledges that the Customer may, acting in accordance with the Ministry of Justice Code, be obliged under the FOIA, or the Environmental Information Regulations to disclose Information concerning the Supplier or the G-Cloud Services:
     1. in certain circumstances without consulting the Supplier; or
     2. following consultation with the Supplier and having taken its views into account;

provided always that where Clause CO-6.5.1 applies the Customer shall, in accordance with any recommendations of the Ministry of Justice Code, take reasonable steps, where appropriate, to give the Supplier advanced notice, or failing that, to draw the disclosure to the Supplier's attention after any such disclosure.

* + 1. The Supplier acknowledges that the description of information as Commercially Sensitive Information in Framework Schedule 6 (Interpretations and Definitions) is of an indicative nature only and that the Customer may be obliged to disclose it in accordance with this Clause CO-6.

TRANSPARENCY

* 1. The Parties acknowledge that, except for any information which is exempt from disclosure in accordance with the provisions of the FOIA, the content of this Call-Off Agreement is not Confidential Information. The Customer shall be responsible for determining in its absolute discretion whether any of the content of this Call-Off Agreement is exempt from disclosure in accordance with the provisions of the FOIA.
  2. Notwithstanding any other term of this Call-Off Agreement, the Supplier hereby gives its consent for the Customer to publish this Call-Off Agreement in its entirety (but with any information which is exempt from disclosure in accordance with the provisions of the FOIA redacted), including from time to time agreed changes to this Call-Off Agreement, to the general public.
  3. The Customer may consult with the Supplier to inform its decision regarding any redactions but the Customer shall have the final decision in its absolute discretion.
  4. The Supplier shall assist and cooperate with the Customer to enable the Customer to publish this Call-Off Agreement.

OFFICIAL SECRETS ACTS

* 1. The Supplier shall comply with and shall ensure that the Supplier Staff comply with, the provisions of:
     1. the Official Secrets Act 1911 to 1989; and
     2. Section 182 of the Finance Act 1989.
  2. In the event that the Supplier or the Supplier Staff fails to comply with this Clause, the Customer reserves the right to terminate this Call-Off Agreement with immediate effect by giving notice in writing to the Supplier.

TERM AND TERMINATION

* 1. This Call-Off Agreement shall take effect on the Effective Date and shall expire on:
     1. the date specified in paragraph 1.2 of the Order Form; or
     2. twenty four (24) Months after the Effective Date, whichever is the earlier, unless terminated earlier pursuant to this Clause CO-9.
  2. Termination without Cause
     1. The Customer shall have the right to terminate this Call-Off Agreement at any time by giving the length of written notice to the Supplier as set out in paragraph 10.2 of the Order Form.
  3. Termination on Change of Control
     1. The Supplier shall notify the Customer immediately if the Supplier undergoes a change of control within the meaning of Section 450 of the Corporation Tax Act 2010 ("Change of Control") and provided this does not contravene any Law shall notify the Customer immediately in writing of any circumstances suggesting that a Change of Control is planned or in contemplation. The Customer may terminate the Call-Off Agreement by notice in writing with immediate effect within six (6) Months of:
        1. being notified in writing that a Change of Control has occurred or is planned or in contemplation; or
        2. where no notification has been made, the date that the Customer becomes aware of the Change of Control,

but shall not be permitted to terminate where a written approval was granted prior to the Change of Control.

* + 1. For the purposes of Clause CO-9.3.1, any transfer of shares or of any interest in shares by its affiliate company where such transfer forms part of a bona fide reorganisation or restructuring shall be disregarded.
  1. Termination by Supplier

CO-9.4.1 If the Customer fails to pay the Supplier undisputed sums of money when due, the Supplier shall notify the Customer in writing of such failure to pay and allow the Customer five (5) calendar days to settle undisputed invoice. If the Customer fails to pay such undisputed sums within allotted additional 5 calendar days, the Supplier may terminate this Call-Off Agreement subject to giving the length of notice as specified in paragraph 10.1 of the Order Form.

* 1. Termination on Insolvency
     1. The Customer may terminate this Call-Off Agreement with immediate effect by notice in writing where the Supplier:
        1. being an individual, or where the Supplier is a firm, any partner or partners in that firm who together are able to exercise direct or indirect control, as defined by Section 416 of the Income and Corporation Taxes Act 1988, and:
        2. shall at any time become bankrupt or shall have a receiving order or administration order made against him or shall make any composition or arrangement with or for the benefit of his creditors, or shall make any conveyance or assignment for the benefit of his creditors, or shall purport so to do, or appears unable to pay or to have no reasonable prospect of being able to pay a debt within the meaning of Section 268 of the Insolvency Act 1986, or any similar event occurs under the law of any other jurisdiction; or
        3. a creditor or encumbrancer attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of the Supplier's assets and such attachment or process is not discharged within fourteen (14) calendar days; or
        4. he dies or is adjudged incapable of managing his affairs within the meaning of Part VII of the Mental Health Act 1983; or
        5. the Supplier suspends or ceases, or threatens to suspend or cease, to carry on all or a substantial part of his business.
     2. being a company, passes a resolution, or the Court makes an order that the Supplier or its Parent Company be wound up otherwise than for the purpose of a bona fide reconstruction or amalgamation, or a receiver, manager or administrator on behalf of a creditor is appointed in respect of the business or any part thereof of the Supplier or its Parent Company (or an application for the appointment of an administrator is made or notice to appoint an administrator is given in relation to the Supplier or its Parent Company), or circumstances arise which entitle the Court or a creditor to appoint a receiver, manager or administrator or which entitle the Court otherwise than for the purpose of a bona fide reconstruction or amalgamation to make a winding-up order, or the Supplier or its Parent Company is unable to pay its debts within the meaning of Section 123 of the Insolvency Act 1986 (except where the claim is made under Section 123(1)(a) and is for an amount of less than ten thousand pounds (£10,000)) or any similar event occurs under the law of any other jurisdiction.
  2. Termination on Material Breach
     1. The Customer may terminate this Call-Off Agreement with immediate effect by giving written notice to the Supplier if the Supplier commits a Material Breach of any obligation under this Call-Off Agreement and if:
        1. the Supplier has not remedied the Material Breach within thirty (30) Working Days (or such other longer period as may be specified by the Customer) of written notice to the Supplier specifying the Material Breach and requiring its remedy; or
        2. the Material Breach is not, in the opinion of the Customer capable of remedy.
  3. Termination for repeated Default
     1. If there are two or more Defaults (of a similar nature) that will be deemed a breach for Material Breach. Where the Customer considers that the Supplier has committed a repeated Default in relation to this Call-Off Agreement or any part thereof (including any part of the G-Cloud Services) and believes that the Default is remediable, then the Customer shall be entitled to serve a notice on the Supplier:
        1. specifying that it is a formal warning notice;
        2. giving reasonable details of the breach; and
        3. stating that such breach is a breach which, if it recurs or continues, may result in a termination of this Call-Off Agreement or that part of the G-Cloud Services affected by such breach.
     2. If, thirty (30) Working Days after service of a formal warning notice as described in Clause CO-9.7, the Supplier has failed to demonstrate to the satisfaction of the Customer that the breach specified has not continued or recurred and that the Supplier has put in place measures to ensure that such breach does not recur, then the Customer may deem such failure to be a Material Breach not capable of remedy for the purposes of Clause CO-9.6.1.2.
  4. The termination (howsoever arising) or expiry of this Call-Off Agreement pursuant to this Clause 9 shall be without prejudice to any rights of either the Customer or the Supplier that shall have accrued before the date of such termination or expiry.
  5. Save as aforesaid, the Supplier shall not be entitled to any payment from the Customer after the termination (howsoever arising) or expiry of this Call-Off Agreement.

CONSEQUENCES OF SUSPENSION, TERMINATION AND EXPIRY

* 1. Where a Customer has the right to terminate a Call-Off Agreement, it may elect to suspend this Call-Off Agreement and its performance.
  2. Notwithstanding the service of a notice to terminate this Call-Off Agreement or any part thereof, the Supplier shall continue to provide the Ordered G-Cloud Services until the date of expiry or termination (howsoever arising) of this Call-Off Agreement (or any part thereof) or such other date as required under this Clause CO-10.
  3. Within ten (10) Working Days of the earlier of the date of expiry or termination (howsoever arising) of this Call-Off Agreement, the Supplier shall return (or make available) to the Customer:
     1. any data (including (if any) Customer Data), Customer Personal Data and Customer Confidential Information in the Supplier’s possession, power or control, either in its then current format or in a format nominated by the Customer (in which event the Customer will reimburse the Supplier’s pre-agreed and reasonable data conversion expenses), together with all training manuals, access keys and other related documentation, and any other information and all copies thereof owned by the Customer, save that it may keep one copy of any such data or information for a period of up to twelve (12) Months to comply with its obligations under the Framework Schedule FW-5, or such period as is necessary for such compliance (after which time the data must be deleted); and
     2. any sums prepaid in respect of Ordered G-Cloud Services not provided by the date of expiry or termination (howsoever arising) of this Call-Off Agreement.
  4. The Customer and the Supplier shall comply with the exit and service transfer arrangements as per the Supplier’s terms and conditions identified in Framework Schedule 1 (G-Cloud Services).
  5. Subject to Clause CO-11 (Liability), where the Customer terminates this Call-Off Agreement under Clause CO-9.2 (Termination without Cause), the Customer shall indemnify the Supplier against any reasonable and proven commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of this Call-Off Agreement, provided that the Supplier takes all reasonable steps to mitigate such loss. Where the Supplier holds insurance, the Supplier shall reduce its unavoidable costs by any insurance sums available. The Supplier shall submit a fully itemised and costed list of such loss, with supporting evidence, of losses reasonably and actually incurred by the Supplier as a result of termination under Clause CO-9.2 (Termination without Cause).

LIABILITY

* 1. Nothing in this Clause CO-11 shall affect a Party’s general duty to mitigate its loss.
  2. Nothing in this Call-Off Agreement shall be construed to limit or exclude either Party's liability for:
     1. death or personal injury caused by its negligence or that of its staff;
     2. bribery, Fraud or fraudulent misrepresentation by it or that of its staff;
     3. any breach of any obligations implied by Section 2 of the Supply of Goods and Services Act 1982; or
     4. any other matter which, by Law, may not be excluded or limited.
  3. Nothing in this Call-Off Agreement shall impose any liability on the Customer in respect of any liability incurred by the Supplier to any other person, but this shall not be taken to exclude or limit any liability of the Customer to the Supplier that may arise by virtue of either a breach of the Call-Off Agreement or by negligence on the part of the Customer, or the Customer's employees, servants or agents.
  4. Subject always to Clause CO-11.2, the aggregate liability of either Party under or in connection with each Year of this Call-Off Agreement (whether expressed as an indemnity or otherwise):
     1. for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but excluding any loss or damage to the Customer Personal Data or Customer Data ) of the other Party, shall be subject to the financial limits set out in paragraph 8.1 of the Order Form;
     2. and in respect of all other defaults, claims, losses or damages, whether arising from breach of contract, misrepresentation (whether tortuous or statutory), tort (including negligence), breach of statutory duty or otherwise shall not exceed a sum equivalent to the financial limit set out in paragraph 8.3 of the Order Form .
  5. Subject always to Clause CO-11.4 the Customer shall have the right to recover as a direct loss:
     1. any additional operational and/or administrative expenses arising from the Supplier's Default;
     2. any wasted expenditure or charges rendered unnecessary and/or incurred by the Customer arising from the Supplier's Default; and
     3. any losses, costs, damages, expenses or other liabilities suffered or incurred by the Customer which arise out of or in connection with the loss of, corruption or damage to or failure to deliver Customer Data by the Supplier.
  6. The Supplier shall not be responsible for any injury, loss, damage, cost or expense if and to the extent that it is caused by the negligence or wilful misconduct of the Customer or by breach by the Customer of its obligations under the Call-Off Agreement.
  7. Subject to Clauses CO-11.2 and Clause CO-11.5, in no event shall either Party be liable to the other for any:
     1. loss of profits;
     2. loss of business;
     3. loss of revenue;
     4. loss of or damage to goodwill;
     5. loss of savings (whether anticipated or otherwise); and/or
     6. any indirect, special or consequential loss or damage.

CO-11.8 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call–Off Agreement shall be subject to the financial limits set out in paragraph 8.2 of the Order Form.

INSURANCE

* 1. The Supplier shall effect and maintain with a reputable insurance company a policy or policies of insurance providing an adequate level of cover in respect of all risks which may be incurred by the Supplier, arising out of the Supplier's performance of its obligations under this Call-Off Agreement, including death or personal injury, loss of or damage to property or any other loss (including the insurance policies specified in the relevant paragraph of the Order Form). Such policies shall include cover in respect of any financial loss arising from any advice given or omitted to be given by the Supplier. Such insurance shall be maintained for the Call-Off Agreement Period and for the minimum insurance period as set out in paragraph 9 of the Order Form.
  2. The provisions of any insurance or the amount of cover shall not relieve the Supplier of any liabilities under this Call-Off Agreement.

PAYMENT, VAT AND CALL-OFF AGREEMENT CHARGES

* 1. In consideration of the Supplier's performance of its obligations under this Call-Off Agreement, the Customer shall pay the Charges in accordance with the Clause CO-13.2 to CO-13.8.
  2. The Customer shall pay all sums properly due and payable to the Supplier in cleared funds within the time period specified in paragraph 6 of the Order Form.
  3. The Supplier shall ensure that each invoice contains all appropriate references and a detailed breakdown of the G-Cloud Services supplied and that it is supported by any other documentation reasonably required by the Customer to substantiate the invoice.
  4. Where the Supplier enters into a Sub-Contract it shall ensure that a provision is included in such Sub-Contract which requires payment to be made of all sums due by the Supplier to the Sub-Contractor within a specified period not exceeding thirty (30) calendar days from the receipt of a validly issued invoice, in accordance with the terms of the Sub-Contract.
  5. The Supplier shall add VAT to the Charges at the prevailing rate as applicable.
  6. The Supplier shall fully indemnify the Customer on demand and keep the Customer fully indemnified on a continuing basis against any liability, including without limitation against any interest, penalties or costs, which are suffered or incurred by or levied, demanded or assessed on the Customer at any time in respect of the Supplier's failure to account for or to pay any VAT relating to payments made to the Supplier under this Call-Off Agreement. Any amounts due under this Clause CO-13 shall be paid by the Supplier to the Customer not less than five (5) Working Days before the date upon which the tax or other liability is payable by the Customer.

CO-13.7 The Supplier shall not suspend the supply of the G-Cloud Services unless the Supplier is entitled to terminate this Call-Off Agreement under Clause CO-9.4 for Customer’s failure to pay undisputed sums of money. Interest shall be payable by the Customer on the late payment of any undisputed sums of money properly invoiced in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as amended from time to time).

CO-13.8 In the event of a disputed invoice, the Customer shall make payment in respect of any undisputed amount in accordance with the provisions of Clause CO-13 of this Call-Off Agreement and return the invoice to the Supplier within ten (10) Working Days of receipt with a covering statement proposing amendments to the invoice and/or the reason for any non-payment. The Supplier shall respond within ten (10) Working Days of receipt of the returned invoice stating whether or not the Supplier accepts the Customer’s proposed amendments. If it does then the Supplier shall supply with the response a replacement valid invoice.

GUARANTEE

* 1. Where the Customer has specified in the Order Form that this Call-Off Agreement shall be conditional upon receipt of a Guarantee from the guarantor, the Supplier shall deliver to the Customer an executed Guarantee from the guarantor, on or prior to the Commencement Date; and deliver to the Customer a certified copy of the passed resolution and/or board minutes of the guarantor approving the execution of the Guarantee.

FORCE MAJEURE

* 1. Neither Party shall be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Agreement to the extent that such delay or failure is a result of Force Majeure.
  2. Notwithstanding Clause CO-15.1, each Party shall use all reasonable endeavours to continue to perform its obligations under the Call-Off Agreement for the duration of such Force Majeure. However, if such Force Majeure prevents either Party from performing its material obligations under this Call-Off Agreement for a period in excess of one hundred and twenty (120) calendar days, either Party may terminate this Call-Off Agreement with immediate effect by notice in writing to the other Party.

TRANSFER AND SUB-CONTRACTING

* 1. The Supplier shall not assign, novate, sub-contract or in any other way dispose of this Call-Off Agreement or any part of it without the Customer’s prior written approval which shall not be unreasonably withheld or delayed. Sub-Contracting any part of this Call-Off Agreement shall not relieve the Supplier of any obligation or duty attributable to the Supplier under this Call-Off Agreement.
  2. The Supplier shall be responsible for the acts and omissions of its Sub-Contractors as though they are its own.
  3. The Customer may assign, novate or otherwise dispose of its rights and obligations under the Call-Off Agreement or any part thereof to:
     1. any other body established by the Crown or under statute in order substantially to perform any of the functions that had previously been performed by the Customer; or
     2. any private sector body which substantially performs the functions of the Customer

provided that any such assignment, novation or other disposal shall not increase the burden of the Supplier’s obligations under the Call-Off Agreement.

THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

* 1. A person who is not party to this Call-Off Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Call-Off Agreement but this does not affect any right or remedy of any person which exists or is available otherwise than pursuant to that Act.

LAW & JURISDICTION

* 1. This Call-Off Agreement and/or any non-contractual obligations or matters arising out of or in connection with it, shall be governed by and construed in accordance with the Laws of England and Wales and without prejudice to the dispute resolution procedures set out in Clause FW-14 or CO-22 (Dispute Resolution) each Party agrees to submit to the exclusive jurisdiction of the courts of England and Wales and for all disputes to be conducted within England and Wales.

Additional G-Cloud Services

CO-19.1 The Customer may require the Supplier to provide the Additional G-Cloud Services. The Supplier acknowledges that the Customer is not obliged to take any Additional G-Cloud Services from the Supplier and that there is nothing preventing the Customer from receiving services that are the same as or similar to the Additional G-Cloud Services from any third party.

CO-19.2 The Supplier shall provide Additional G-Cloud Services in accordance with any relevant Implementation Plan(s) and the Supplier shall monitor the performance of such Additional G-Cloud Services against the Implementation Plan(s).

**COLLABORATION AGREEMENT**

CO-20.1 Where the Customer has specified in paragraph 13 of the Order Form that the Customer requires the Supplier to enter into a Collaboration Agreement, the Supplier shall deliver to the Customer an executed Collaboration Agreement.

CO-20.2 In addition to its obligations under any Collaboration Agreement, the Supplier shall:

CO-20.2.1 work pro-actively with each of the Customer’s contractors in a spirit of trust and mutual confidence;

CO-20.2.2 in addition to its obligations under the Collaboration Agreement the Supplier shall cooperate with the Customer’s contractors of other services to enable the efficient operation of the ICT services; and

CO-20.2.3 assist in sharing information with the Customer’s contractors for the purposes of facilitating adequate provision of the G-Cloud Services and/or Additional G-Cloud Services.

**VARIATION PROCEDURE**

CO-21.1 The Customer may request in writing a variation to this Call-Off Agreement provided that such variation does not amount to a material change of the Framework Agreement and/or this Call-Off Agreement and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a **"Variation**".

CO-21.2 The Supplier shall notify the Customer immediately in writing of any changes proposed or in contemplation in relation to G-Cloud Services or their delivery by submitting Variation request. For the avoidance of doubt such changes would include any changes within the Supplier’s supply chain.

CO-21.3 In the event that:

* + - 1. Either Party is unable to agree (agreement shall not be unreasonably withheld or delayed) to or provide the Variation;
      2. the Customer may:
         1. agree to continue to perform its obligations under this Call-Off Agreement without the Variation; or
         2. terminate this Call-Off Agreement by giving thirty (30) written days notice to the Supplier.

DISPUTE RESOLUTION

* 1. The Customer and the Supplier shall attempt in good faith to negotiate a settlement of any dispute between them arising out of or in connection with this Call-Off Agreement within twenty (20) Working Days of either Party notifying the other of the dispute and such efforts shall involve the escalation of the dispute to the Customer Representative and the Supplier Representative.
  2. If the dispute cannot be resolved by the Parties pursuant to this Clause, the Parties shall refer it to mediation unless the Customer considers that the dispute is not suitable for resolution by mediation.
  3. If the dispute cannot be resolved by mediation the Parties may refer it to arbitration.
  4. The obligations of the Parties under this Call-Off Agreement shall not be suspended, cease or be delayed by the reference of a dispute to mediation or arbitration pursuant to this Clause and the Supplier and Supplier’s Staff shall continue to comply fully with the requirements of this Call-Off Agreement at all times.

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| **Annex B** | | | |
| **Professional Services**  **Alpine, FDM, Cadence, Home Office, Info-Assure, Methods, Microsoft, PDS, PWC & Russam**  **Request for Quote** | | | |
| *This form is structured in three parts: Part 1 is the Request for Quote, Part 2 is the Supplier’s Response, Part 3 is the Customers’ Acceptance, together with the guidance that should be followed to raise a Purchase Order Requisition.* | | | |
| **To be completed by IT Group Supplier Management Team** | | | |
| **Date Request Sent to Professional Services Supplier** |  | **RfQ Reference** |  |

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| **Part 1. Request for Quote. To be completed by the customer** |

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| **Date Request Sent to the Professional Services Mailbox** |  |
| All requests must be completed in accordance with the IT Group commissioning process/ governance arrangements outlined in the [***Professional Services Service Offer***](file://workplaces/DavWWWRoot/sites/ciog/WorkplaceDocuments/IT%20Group%20Processes%20and%20Forms/Call-Off%20Contracts/Service%20Descriptions/Professional%20Services%20Service%20Offer.pptx). By completing and submitting this form you are confirming that all the necessary approvals are in place to allow the resources to be sourced via one of the Professional Services suppliers listed below. | | |

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| **To be completed for IT Group requests only** | | |
| **Before any request can be progressed you must obtain:** | | **Date** |
| **IT Group Change & Release Board approval** | |  |
| **Please provide the ITG governance reference number** |  |  |
| **IT Group Flexible Resource Manager approval** | |  |

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| **Professional Services Suppliers**  **(Please allow 5 working days for the turnaround of CVs from suppliers)** |
| *Please indicate which supplier(s) you would like the resources to be sourced from by placing a* **X** *in the appropriate box(es) below: If you are unsure as to which supplier(s) you should be selecting for the services you require, in the first instance please refer to the* [***Professional Services Service Offer***](file://workplaces/DavWWWRoot/sites/ciog/WorkplaceDocuments/IT%20Group%20Processes%20and%20Forms/Call-Off%20Contracts/Service%20Descriptions/Professional%20Services%20Service%20Offer.pptx)*. If you are still in doubt please email the Professional Services mailbox for further advice.* |

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| **Alpine** | **FDM** | **Cadence** | **Home**  **Office** | **Info**  **Assure** | **Methods** | **Microsoft** | **PDS** | **PWC** | **RUSSAM** |
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| **Service Requirements** | |
| **Project Name** |  |
| **Service Role**  *(e.g. Enterprise Architect)* |  |
| **Customer**  **Directorate / Division** |  |
| **Principal Contact**  *(i.e. Reporting Officer)* | **Name**:  **Role:**  **Address:**  **Phone:**  **Email:** |
| **Timesheet Approver** | **Name**:  **Email:** |
| **Brief Description of service required, including list of key deliverables and any known delivery milestones** |  |
| **Location of service** |  |
| **No. of resources required** |  |
| **Target Day Rate**  [*(Guidelines for some supplier’s charges can be found in the ‘Professional Services Service Offer’)*](file://workplaces/DavWWWRoot/sites/ciog/WorkplaceDocuments/IT%20Group%20Processes%20and%20Forms/Call-Off%20Contracts/Service%20Descriptions/Professional%20Services%20Service%20Offer.pptx) |  |
| **If appropriate, details of pre-selected resource required to deliver this service** |  |

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| **Service Skills Profile**  The skills and attributes required to carry out the service are as follows: | |
| **Essential** |  |
| **Preferred** |  |

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| **Please identify any risks in the commission** |
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| **Term** | |
| **Target Commencement Date** |  |
| **Target End Date** |  |
| **Is an extension to the end date likely? If so, please state for how long.** |  |
| **Notice Period Required**  Please see standard notice periods in the [*‘Professional Services Service Offer’ (slides 6 and 7)*](file://workplaces/DavWWWRoot/sites/ciog/WorkplaceDocuments/IT%20Group%20Processes%20and%20Forms/Call-Off%20Contracts/Service%20Descriptions/Professional%20Services%20Service%20Offer.pptx) |  |

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| **Funding** | |
| **Funding Team/Division** |  |
| **Cost Centre** |  |
| **Budget Holder** |  |
| **If any travel is required between offices for this request please provide an indication of T&S costs** *(which will need to be factored into the value of the PO)* |  |

***The RfQ must now be sent to the email mailbox ‘*SUPPLIERMANAGEMENT, ProfessionalServices’**

**(External:** [**ProfessionalServices.SUPPLIERMANAGEMENT@education.gsi.gov.uk**](mailto:ProfessionalServices.SUPPLIERMANAGEMENT@education.gsi.gov.uk)**)**

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| **Part 2. Response to RfQ.**  **To be completed by Professional Services Supplier** |

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| **Proposal** |
| **Scope of services provided** |
| *Provide a summary of the skills and experience of the resource shortlisted to deliver this service against the business requirement.* *CVs should be attached for any resources shortlisted for the delivery of the service* *requested and the CV for the successful candidate should also be included here.* |
| **Assumptions and Constraints** |
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| **Key Risks and Issues** |
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| **Individual’s Limited Company** |
| *If this request is being sourced by* ***Alpine Resourcing, Methods or Russam*** *please provide details of the individual’s limited company.* |

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| **Security Checks** |

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| **Mandatory BPSS Security Checks** | **Date carried out/issued/applied for** |
| 1 - Identity |  |
| 2 - Nationality and Immigration Status |  |
| 3 - Employment History (minimum 3yrs) |  |
| 4 - Criminal Record (Disclosure Scotland)  A Disclosure Scotland (DS) is required for every individual commissioned to provide services to DfE (other than if a higher security clearance is already in place – see note below). For services/roles that DfE deem to be high risk e.g. data/enterprise architecture, IT development services, this must be in place from Day 1.  For lower risk services/roles e.g. Business Analysts, Project Management, PSO services, DfE will allow a maximum of 6 weeks for this to be obtained. |  |
| Please insert DS reference number if one is already in situ or where required from day 1. |  |
| Please provide details of any other security clearance in situ.  (NB: if SC or higher is in place a BPSS is not required) |  |

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| **Labour and Expenses** |
| *Breakdown of costs including:*  *- preparation/ planning days*  *- support days (detail individual named resource, roles, rate per day (where applicable), number of days effort*  *- total value of quote excl VAT*  *- any expenses agreed with the customer*  *- any payments agreed with customer that should be staged and linked to the achievement of particular Milestones* |

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| **Term** | |
| Start Date |  |
| End Date |  |
| Confirmed Notice Period |  |

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| **Professional Services Supplier Sign Off** |
| *Additional comments*   |  |  | | --- | --- | | Response Prepared by |  | | Position |  | | Signature |  | | Date Submitted to the Professional Services Mailbox |  | |

***The RfQ must now be sent to the email mailbox ‘*SUPPLIERMANAGEMENT, ProfessionalServices’**

**(External:** [**ProfessionalServices.SUPPLIERMANAGEMENT@education.gsi.gov.uk**](mailto:ProfessionalServices.SUPPLIERMANAGEMENT@education.gsi.gov.uk)**)**

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| **Part 3. Customer Acceptance and Authority for the Work to Commence** |

All relevant information from this form must now be transferred onto the RM loading stencil and passed to the nominated Requisitioner for loading onto RM so that a Purchase Order can be produced - please read the following guidance carefully for details of how to do this: [*‘****Additional Guidance for Commissioning Work via Professional Services Contracts****’*](file://workplaces/DavWWWRoot/sites/ciog/WorkplaceDocuments/IT%20Group%20Processes%20and%20Forms/Call-Off%20Contracts/Additional_Commissioning_Instructions_Prof_Services.docx)

The Purchase Order is the agreement by which the customer instructs the service provider to provide the resources as described in the response to this RfQ. To note – the Purchase Order shoud be in place **before** the resource commences the work.

**EFA customers** should continue to forward copies of Purchase Orders to the suppliers and also copy in the Professional Services mailbox below.

Any queries with regards this process should be routed through the Professional Services mailbox – ‘SUPPLIERMANAGEMENT, PROFESSIONAL SERVICES’.