



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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## Part A: Order Form

Buyers must use this template order form as the basis for all call-off contracts and must refrain from accepting a supplier's prepopulated version unless it has been carefully checked against template drafting.

<b>Digital Marketplace service ID number</b>	305433647655924
<b>Call-Off Contract reference</b>	Project_4948
<b>Call-Off Contract title</b>	EDAP Delivery and Operations
<b>Call-Off Contract description</b>	To provide data management services in support of EDAP live operations,
<b>Start date</b>	5 <sup>th</sup> October 20
<b>Expiry date</b>	4 <sup>th</sup> January 2021
<b>Call-Off Contract value</b>	£240000
<b>Charging method</b>	Capped time and materials
<b>Purchase order number</b>	To be issued after contract signature

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

<b>From the Buyer</b>	Department for Education Sanctuary Buildings Great Smith St Westminster London SW1P 3BT
<b>To the Supplier</b>	Mangrove Data, Suite 1 Second Floor Everdene House, Deansleigh Road, Bournemouth, BH7 7DU  Company number: 10496477
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Supplier:

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 5 <sup>th</sup> October 2020 and is valid for 3 months.
<b>Ending (termination)</b>	The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).  The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).

<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 1 period of up to 3 months, by giving the Supplier 2 weeks written notice before its expiry. The extension period are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>If the contract is extended by up to 3 months, the value of the contract can be extended by up to an additional £240,000.00</p>
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## Buyer contractual details

This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services used by the Buyer may vary during this Call-Off Contract.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 3: Cloud support</li> </ul>
<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>- <b>Cloud Data Platform Administration Service</b></li> </ul>
<b>Additional Services</b>	N/A
<b>Location</b>	<p>The Services will be delivered to Cheylesmore House, 5 Quinton Road, Coventry, West Midlands, CV1 2WT unless otherwise stated in the SoWs.</p>
<b>Quality standards</b>	<p>Quality standards and acceptance criteria will be agreed as required within specific SoWs</p>

<b>Technical standards:</b>	Technical standards and acceptance criteria will be agreed as required within specific SoWs.
<b>Collaboration agreement</b>	N/A
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property defaults will not exceed £1,000,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £300,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £300,000 or 125% of the Charges payable by the Buyer to the Supplier under agreed SoW during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>● a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>● professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> </ul> <p>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law]</p>
<b>Force majeure</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 20 consecutive days.

<p><b>Audit</b></p>	<p>None</p>
<p><b>Buyer's responsibilities</b></p>	<p>In order for the Supplier to perform the Services and as reasonably required by the Supplier, the Buyer shall, where reasonably necessary, in addition to its other responsibilities as may be agreed in the Statement of Work:</p> <ul style="list-style-type: none"> <li>• Provide any necessary content such as policies, reports and documentation for the planning and delivery of the Services.</li> <li>• Make available suitably skilled and qualified Buyer personnel with the authority to provide timely responses to Supplier queries in order to enable the delivery of activities.</li> <li>• Provide access to Buyer's network and systems.</li> <li>• Provide prompt responses to requests to review and/or approve Deliverables.</li> <li>• Attend scheduled meetings and other meetings as reasonably requested by the Supplier</li> <li>• Be accountable and responsible for delivery management of Supplier Staff engaged in the delivery of the Services and the delivery of their outputs. However, day to day staff management of Supplier Staff will remain with the Supplier.</li> <li>• Be responsible for communicating the role of Supplier Staff engaged in delivery of the Services to key Buyer stakeholders.</li> <li>• Ensure all necessary Buyer approvals and sign offs are obtained for the Supplier on a timely basis to deliver the Services.</li> <li>• Provide its purchase order number within 5 Working Days of the Start Date to enable the Supplier to raise invoices as necessary.</li> <li>• Advise the Supplier upon commencement of this Call Off Contract of any specific legal and regulatory requirements that are specific to the Buyer to which the Supplier must be aware of to enable it to provide the Services.</li> </ul> <p>Review and approve Supplier's "Protective Measures" before Supplier process any Buyer Personal Data.</p>

<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes a DfE laptop per Supplier Staff engaged in the Services, an appropriate DfE network account and access to the Buyer's 'guest' network. Where work is carried out at the Buyer's premises: desk, secure storage and access to general office facilities such as printer/scanner etc.</p> <p>On expiry or termination of this Call-Off Contract, or should specific Supplier Staff cease delivering Services under this contract, the Supplier will return all relevant Buyer Equipment to the DfE immediately</p>
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### Supplier's information

<b>Subcontractors or partners</b>	N/A
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### Call-Off Contract charges and payment

The Call-Off Contract charges and payment details are in the table below. See Schedule 2 for a full breakdown.

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<b>Invoice details</b>	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

<b>Who and where to send invoices to</b>	Invoices will be sent to: Department for Education - PO Box 407, SSCL, Phoenix House, Celtic Springs Business Park, Newport, NP10 8FZ
<b>Invoice information required</b>	<p>All invoices must include</p> <ul style="list-style-type: none"> <li>• Invoice number</li> <li>• Purchase order number</li> <li>• Programme/Project Name</li> <li>• Statement of Work Reference</li> <li>• A breakdown of Supplier Charges by: <ul style="list-style-type: none"> <li>- Any relevant milestone payment due;</li> <li>- Supplier Staff, days, relevant rate payable.</li> <li>- Payable expenses</li> </ul> </li> </ul> <p>Any other identifiable charges</p>
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £240,000.00.
<b>Call-Off Contract charges</b>	

### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	As agreed in SOW
<b>Personal Data and Data Subjects</b>	See Annex 1

### 1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call-Off Contract with the Buyer.

- 1.2 The Parties agree that they have read the Order Form (Part A) and the Call-Off Contract terms and by signing below agree to be bound by this Call-Off Contract.
- 1.3 This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
- 1.4 In cases of any ambiguity or conflict, the terms and conditions of the Call-Off Contract (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

## 2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

<b>Signed</b>	Supplier	Buyer
<b>Name</b>		
<b>Title</b>	Director	Deputy Director
<b>Signature</b>		
<b>Date</b>		