



**Crown  
Commercial  
Service**

**G-Cloud 12 Call-Off Contract**

Between

**The Secretary of State for  
The Department for Education**

And

**Methods Business and Digital Technology Limited**

## 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>	911766287880112
<b>Call-Off Contract reference</b>	Project_5801
<b>Call-Off Contract title</b>	Contact Centre Technology Services (CCTS) Programme Delivery
<b>Call-Off Contract description</b>	<p>Contact Centre Technology Services (CCTS) Provision of professional Transformation Programme Management services to provide enablement and delivery of the departmental contact centre capabilities as a Common Component.</p> <p>Capabilities include:</p> <ul style="list-style-type: none"><li>• Programme Management</li><li>• Delivery Management</li><li>• User Communication/Engagement</li></ul>
<b>Start date</b>	1 <sup>st</sup> July 2021
<b>Expiry date</b>	31 <sup>st</sup> December 2021
<b>Call-Off Contract value</b>	£99,500 incl VAT
<b>Charging method</b>	Purchase Order
<b>Purchase order number</b>	

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>	<b>Redacted</b>  Department for Education  Floor 2, Newcastle Civic Centre,  Barras Bridge  Newcastle upon Tyne  NE1 8QH
<b>To the Supplier</b>	<b>Redacted</b>  Saffron House  6-10 Kirby Street  London  EC1N 8TS  Company number: 2485577
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: Head of End User Computing

Name: **Redacted**

Email: **Redacted**

Phone: **Redacted**

### For the Supplier:

Title: Executive Director - Digital

Name: **Redacted**  
Email: **Redacted**  
Phone: **Redacted**

## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 1 <sup>st</sup> July 2021 and is valid for 6 months.
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 1 period of up to 12 months, by giving the Supplier 1 months written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

## Buyer contractual details

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

<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> <p>As detailed in the Department's Requirements and the Supplier's Statement of Works (as listed at Schedule 1 of this Call Off Contract) to include, but not limited to,</p> <ul style="list-style-type: none"> <li>• <b>Programme Management Services</b></li> <li>• <b>Delivery Management Services</b></li> <li>• <b>User Communication/Engagement Services</b></li> </ul>
<b>Additional Services</b>	<p>Any additional services as listed in the Suppliers Service Description. Any additional services required will be included by way for formal Variation and Statements of Work from the supplier.</p>
<b>Location</b>	<p>The Services will be delivered to <b>Redacted</b></p>
<b>Quality standards</b>	<p>The quality standards required for this Call-Off Contract are as described in the Suppliers Service Description.</p>
<b>Technical standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract are as described in the Suppliers Service Description.</p>
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are as described in the Suppliers Service Description.</p>
<b>Onboarding</b>	<p>There are no on-boarding obligations under this Call-Off contract.</p>

<b>Offboarding</b>	The offboarding plan for this Call-Off Contract shall be agreed between the parties no later than three (3) months from the expiry date of the Call-Off Contract, in the form of an agreed exit plan.
<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 <b>Redacted</b>.</p> <p>The annual total liability for Buyer Data Defaults will not exceed <b>Redacted</b> 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 <b>Redacted</b> of the Charges payable by the Buyer to the Supplier 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 <b>Redacted</b> for each individual claim or any higher limit the Buyer requires (and as required by Law)</li> <li>• employers' liability insurance with a minimum limit of <b>Redacted</b> or any higher minimum limit required by Law</li> </ul>
<b>Force majeure</b>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.</p> <p>This section relates to clause 23.1 in Part B below.</p>

<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>List of the required audit provisions from clauses 7.4 to 7.13 of the Framework Agreement</p> <p>[List the required audit provisions from clauses 7.4 to 7.13 of the Framework Agreement.]</p> <p><b>What will happen during the Framework Agreement's Term</b></p> <p>7.4 The Supplier will maintain full and accurate records and accounts, using Good Industry Practice and generally accepted accounting principles, of the:</p> <ul style="list-style-type: none"> <li>7.4.1 operation of the Framework Agreement and the Call-Off Contracts entered into with Buyers</li> <li>7.4.2 Services provided under any Call-Off Contracts (including any Subcontracts)</li> <li>7.4.3 amounts paid by each Buyer under the Call-Off Contracts</li> </ul> <p><b>What will happen when the Framework Agreement Ends</b></p> <p>7.5 The Supplier will provide a completed self audit certificate (Schedule 2) to CCS within 3 months of the expiry or Ending of this Framework Agreement.</p> <p>7.6 The Supplier's records and accounts will be kept until the latest of the following dates:</p> <ul style="list-style-type: none"> <li>7.6.1 7 years after the date of Ending or expiry of this Framework Agreement</li> <li>7.6.2 7 years after the date of Ending or expiry of the last Call-Off Contract to expire or End</li> <li>7.6.3 another date agreed between the Parties</li> </ul> <p>7.7 During the timeframes highlighted in clause 7.6, the Supplier will maintain:</p> <ul style="list-style-type: none"> <li>7.7.1 commercial records of the Charges and costs (including Subcontractors' costs) and any variations to them, including proposed variations</li> <li>7.7.2 books of accounts for this Framework Agreement and all Call-Off Contracts</li> </ul>
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#### 7.7.3 MI Reports

7.7.4 access to its published accounts and trading entity information

7.7.5 proof of its compliance with its obligations under the Data Protection Legislation and the Transparency provisions under this Framework Agreement

7.7.6 records of its delivery performance under each Call-Off Contract, including that of its Subcontractors

#### **What will happen during an audit or inspection**

7.8 CCS will use reasonable endeavours to ensure that the Audit does not unreasonably disrupt the Supplier, but the Supplier accepts that control over the conduct of Audits carried out by the auditors is outside of CCS's control.

7.9 Subject to any Confidentiality obligations, the Supplier will use reasonable endeavours to:

7.9.1 provide audit information without delay

7.9.2 provide all audit information within scope and give auditors access to Supplier Staff

7.10 The Supplier will allow the representatives of CCS, Buyers receiving Services, the Controller and Auditor General and their staff, any appointed representatives of the National Audit Office, HM Treasury, the Cabinet Office and any successors or assigns of the above access to the records, documents, and account information referred to in clause 7.7 (including at the Supplier's premises), as may be required by them, and subject to reasonable and appropriate confidentiality undertakings, to verify and review:

7.10.1 the accuracy of Charges (and proposed or actual variations to them under this Framework Agreement)

7.10.2 any books of accounts kept by the Supplier in connection with the provision of the G-Cloud Services for the purposes of auditing the Charges and Management Charges under the Framework Agreement and Call-Off Contract only

7.10.3 the integrity, Confidentiality and security of the CCS Personal Data and the Buyer Data held or used by the Supplier



	<p>7.10.4 any other aspect of the delivery of the Services including to review compliance with any legislation</p> <p>7.10.5 the accuracy and completeness of any MI delivered or required by the Framework Agreement</p> <p>7.10.6 any MI Reports or other records about the Supplier's performance of the Services and to verify that these reflect the Supplier's own internal reports and records</p> <p>7.10.7 the Buyer's assets, including the Intellectual Property Rights, Equipment, facilities and maintenance, to ensure that the Buyer's assets are secure and that any asset register is up to date Costs of conducting audits or inspections</p> <p>7.11 The Supplier will reimburse CCS its reasonable Audit costs if it reveals:</p> <p>7.11.1 an underpayment by the Supplier to CCS in excess of 5% of the total Management Charge due in any monthly reporting and accounting period</p> <p>7.11.2 a Material Breach</p> <p>7.12 CCS can End this Framework Agreement under Section 5 (Ending and suspension of a Supplier's appointment) for Material Breach if either event in clause 7.11 applies.</p> <p>7.13 Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> <li>• arranging access to departmental buildings;</li> <li>• providing appropriate IT equipment and access to systems as required;</li> <li>• making available its own representatives and its 3<sup>rd</sup> party suppliers for meetings and promptly provide information, materials and documents reasonably requested by the Supplier from time to time;</li> <li>• to provide the proposed reporting timetable and report formats for governance and meetings and;</li> <li>• be responsible for communication to its organisation in respect of any agreed activity by the Supplier when</li> </ul>

	understating services defined within this Call Off Contract which may impact the Buyer's business
<b>Buyer's equipment</b>	The Buyer's equipment to be used with this Call-Off Contract includes IT equipment.

## Supplier's information

<b>Subcontractors or partners</b>	None
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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 30 days of the date on the invoice, by BACS for services/outputs delivered.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is monthly in arrears. Payments will be made in line with agreed Milestone Payment dates.
<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: <b>Redacted</b>
<b>Invoice information required</b>	<p>All invoices must include:</p> <ul style="list-style-type: none"> <li>• The correct sum (in £ sterling)</li> <li>• The correct terms of services/goods supplied</li> <li>• A unique invoice number</li> <li>• A valid purchase order number</li> <li>• Correct Supplier details, date, and contact details</li> <li>• Have been delivered to the nominated address</li> <li>• Have been delivered in timing in accordance with the contract</li> </ul> <p>A copy invoice shall simultaneously be emailed to the DfE Buyer to enable the Buyer to take receipting action.</p>

<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly according to the successful completion of work packages in arrears.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £99,500 incl VAT
<b>Call-Off Contract charges</b>	<b>Redacted</b>

### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> <li>• Programme Management Services – various deliverables through to 31/12/21</li> <li>• Delivery Management Services – various deliverables through to 31/12/21</li> </ul> <p>Key deliverables to include, but are not limited to:</p> <ul style="list-style-type: none"> <li>• Service Line Transition</li> <li>• ATO Approval</li> <li>• Decommission of legacy solution</li> <li>• Transition – The transition and hand-over into in-life service of the 7 in scope Service Lines, the 7 Service Lines for Telephony channels and 1 Service Line for e-mail channel.</li> <li>• Decommissioning – scope to be agreed, planning and delivery baseline to be created and delivered.</li> </ul>
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	N/A

<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>Within the scope of the Call-Off Contract, the Supplier will adhere to the additional Departmental clauses as described in the attached document.</p>  <p>DfE additional clauses</p>
<b>Alternative clauses</b>	As detailed in DfE additional clauses above.
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	N/A
<b>Public Services Network (PSN)</b>	N/A
<b>Personal Data and Data Subjects</b>	As per Annex 1 of Schedule 7.

## 1. Formation of contract

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

## 2. Background to the agreement

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

Signed	Supplier	Buyer
Name	Redacted	Redacted
Title		
Signature	Redacted	Redacted
Date	Redacted	Redacted

## Schedule 1: Services

CCTS Programme Delivery service which will cover Programme Management Services, Delivery Management Services. Services as per Methods Service description attached

Methods works to the CCS G-Cloud framework terms.



Methods-service-definition-document.pdf



Methods-terms-and-conditions.pdf



Methods modern-slavery-statement.pdf

## Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Each work package commissioned under the RfQ template will detail the specific activities and milestones associated to the work and this will be used for monitoring delivery against milestones and payment.

All work packages will be priced on a fixed cost basis but the breakdown of cost per deliverable will be shown on the RFQ.

The Supplier shall work with the Buyer to minimise the impact on the public purse for T&S associated with the operation of this contract.



Methods SFIA rate card.pdf

## G- Cloud 12: T&Cs and Glossary of Terms



G-Cloud 12  
T&Cs.docx



G-Cloud 12  
Glossary of Terms.docx

## Schedule 7: GDPR Information

This schedule reproduces the annexes to the GDPR schedule contained within the Framework Agreement and incorporated into this Call-off Contract.

### Annex 1: Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Buyer at its absolute discretion.

- 1.1 The contact details of the Buyer's Data Protection Officer are: **Redacted**
- 1.2 The contact details of the Supplier's Data Protection Officer are: **Redacted**
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

Descriptions	Details
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with paragraph 2-15 Framework Agreement Schedule 4 (Where the Party is a Controller and the other Party is Processor) and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li>• All personal data relating to the CCTS Services call-off contract including but not limited to:</li><li>• Staff (including volunteers, agents and temporary workers), customers/clients, suppliers, patients, students/pupils, members of the public, users of a particular website etc.</li></ul>

Duration of the Processing	Until expiry of contract
Nature and purposes of the Processing	The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc. The purpose might include: employment Processing, statutory obligation, recruitment assessment etc]
Type of Personal Data	name, address, date of birth, NI number, telephone number, pay, images, biometric data etc
Categories of Data Subject	Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, patients, students / pupils, members of the public, users of a particular website etc
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under Union or Member State law to preserve that type of data	