



Crown
Commercial
Service

G-CLOUD 8 CALL-OFF CONTRACT

This Call-Off Contract for the G-Cloud 8 Framework Agreement (RM1557viii) includes:

Part A - Order

Form Part B -

The Schedules

Schedule 1 - Deliverables

Schedule 2 - Call-Off Contract

Charges Schedule 3 - Deed of Guarantee

Part C - Terms and conditions

1. Contract start date, length and methodology
2. Overriding provisions
3. Transfer and sub-contracting
4. Supplier Staff
5. Due diligence
6. Warranties, representations and acceptance criteria
7. Business continuity and disaster recovery
8. Payment terms and VAT
9. Recovery of sums due and right of set-off
10. Insurance
11. Confidentiality
12. Conflict of Interest
13. Intellectual Property Rights
14. Data Protection and Disclosure
15. Buyer Data
16. Records and audit access
17. Records and audit access
18. Freedom of Information (FOI) requests
19. Security
20. Guarantee
21. Incorporation of Terms
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24. Consequences of termination
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27. Exit plan
28. Handover to replacement Supplier
29. Force Majeure
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31. Liability
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35. Legislative change
36. Publicity, branding, media and official enquiries
37. Non Discrimination
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41. Law and jurisdiction
42. Environmental requirement
43. Defined Terms

Part A - Order Form

Buyer	The Secretary of State for Work and Pensions
Service reference	CADS
Supplier	UKCloud Ltd
Call-Off Contract ref.	19980
Call-Off Contract title	CADS
G-Cloud Framework No.	G-Cloud 8 RM1557viii
Call-Off Contract description	Cloud Hosting Services
Start date	16 th April 2017
End date	15 th April 2018
Call-Off Contract value	Variable based on consumption not expected to exceed £80,000
Charging method	Monthly in arrears
Purchase order No.	To be notified

This Order Form is issued in accordance with the G-Cloud 8 Framework Agreement (RM1557viii).

This Order Form may be used by Buyers to specify their G-Cloud service requirements when placing an Order.

The Order Form cannot be used to alter existing terms or add any supplementary terms that materially change the Deliverables offered by the Supplier and defined in the Tender documents, such as the Service Definition and the Supplier Terms.

There are terms within the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with the use of square brackets e.g. "[this is a term you can alter]".

Project reference: 19980
Buyer reference: 19980

Order date: 11/04/2017
Purchase order: To be notified
From: the Buyer

Department for Work and Pensions,
Palatine House,
Lancaster Road,
Preston
PR1 1HB

To: the Supplier

UKCloud Ltd
01252 303300
A8, Cody Technology Park
Ively Road
Farnborough
Hampshire
GU14 0LX
United Kingdom

Company number: 07619797

Together: the "Parties"

Principle contact details

For the Buyer:

Name & title:

Email

Phone:

For the supplier

Name & title:

Email:

Phone:

Call-off contract term

Commencement date: This Call-Off Contract commences on 16th April 2017 and is valid for 12 months.

Termination: In accordance with Call-Off Contract clause 23 the notice period required for Termination is at least [90] working days from the date of written notice for disputed sums or at least [30] days from the date of written notice for

termination without cause.

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 utilized by Buyer may vary from time to time during the course of this Call-Off Contract, subject always to the terms of the Call-Off Contract.

G-Cloud 8 Lot

This Call-Off Contract is for the provision of Services Under:

Lot 1 IaaS

G-Cloud 8 services required:

The Services to be provided by the Supplier under the above Lot are listed in Schedule 1 and outlined below:

- Enterprise Compute Cloud (Assured)
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/776431815513998>



UKCloud -
Enterprise Compute

- Enterprise Compute Cloud (Elevated)
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/938059280345941>



UKCloud -
Enterprise Compute

- Cross Domain Security Zone
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/358806866032608>



UKCloud - Cross
Domain Security Zor

Additional Services: N/A

Location: The Services provided in this Call-Off Agreement are Cloud-based therefore the service is not delivered from a specified location.

Quality standards:... The quality standards required for this Call-Off Contract are as detailed in the applicable Service Definition.

Technical standards: The technical standards required for this Call-Off

Contract are as detailed in the applicable Service Definition.

On-boarding: As services are currently being delivered under a prior call-off agreement (UI_DWP_101333) the Customer does not expect any interruption of service provision.

Off-boarding: The off-boarding plan for this Call-Off Contract is as detailed in the applicable Service Definition.

Limit on supplier's liability:

- 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 £1million.
- 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 £1million.
- The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the £100,000.

Insurance:

In accordance with Call-Off Contract clause 10, the insurance(s) required will be:

A minimum insurance period of 6 years following the expiration or earlier termination of this Call-Off Contract Professional indemnity insurance cover to be held by the Supplier and by any agent, Sub-Contractor 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 such higher limit as the Buyer may reasonably require (and as required by Law)

Employers' liability insurance with a minimum limit of £5,000,000 or such higher minimum limit as required by Law from time to time.

Buyer's Responsibilities: The Customer acknowledges and understand the Customer Responsibilities as described in the Service Descriptions, namely;

- The control and management of access and responsibilities for end users including appropriate connectivity, security and accreditation if required. If access is required over Government Secure Networks such as N3 or PSN, the customer is responsible for adhering to the

Code of Connection and for assigning appropriate IP addresses from their own allocation to their services hosted on the UK Cloud platform.

- Management and administration of layers above the hypervisor (OS patching, application performance monitoring, user administration).
- As a core benefit of the cloud platform, customers are expected to self-manage the environment including provisioning, stopping/starting virtual machines, AV, patching, etc. If customers license operating systems through Skyscape, they will have access to update repositories.
- Customers must be aware of the variable nature of the billing based on usage.
- The customer is also responsible for ensuring that only appropriate data is stored and processed by applications on this environment, and that they comply with the UK Cloud Security Operating Procedures (Sy-OPs) and other information assurance requirements, such as Protective Monitoring or as specified in UK Cloud System Interconnect and Security Policy (SISP) and associated accreditation documentation sets.

Buyer's equipment N/A

Supplier's information

Commercially sensitive information:

The following is a list of the Supplier's commercially sensitive information:
All information relating to UKCloud's services and business operations which is not published within the Digital Marketplace.

Subcontractors / Partners: The following is a list of the Supplier's Subcontractors/Partners:

Call-Off Contract Charges and payment

The Call-Off Contract charges and payment details are as per the Supplier's published rates. See Schedule 2 for a full breakdown.

Payment method (GPC or BACS):

The method of payment for this Call-Off Contract is BACS

Payment profile:

The payment profile for this Call-Off Contract is monthly in arrears

Invoice details:

The Supplier shall issue paper invoices monthly in arrears. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.

Invoices will take the form of a posted copy sent to the address below, and a pdf copy shall also be emailed to the Customer's Principal Contact.

In the event of non-payment by the Customer, the Supplier will commit to not suspending the Customer or any Authorised User's right to access or use all or any part of the Services immediately. The Supplier will alert the Customer's Principal Contact and a meeting date will arranged within 5 working days of notification to resolve the invoice problem

Who and where to send invoices to: Invoices shall be sent to:

SSCL Accounts Payable Team
Room 6124
Tomlinson House
Norcross
Blackpool
FY5 3TA

Invoice information required – eg PO, project ref, etc.: Invoice details as agreed between the Parties

Invoice frequency: Invoice will be sent to the Buyer monthly in arrears.

Call-Off Contract value: The value of this Call-Off Contract is not expected to exceed £80,000

Call-Off Contract Charges: In accordance with Schedule 2

Additional Buyer terms: N/A

Performance of the service and deliverables

Service Levels are as set out in the relevant Service Descriptions. T-

Collaboration agreement

The Buyer does not require the Supplier to enter into a Collaboration Agreement.

Warranties, representations

In accordance with Call-Off Contract clause 6, the Supplier warrants and represents to the Buyer that N/A.

Supplemental requirements in addition to the call-off terms

N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms

- In the event that any change is required to the Services provided under this Call-Off Contract in connection with the General Data Protection Regulation (GDPR) or equivalent legislation, such change shall be subject to agreement by way of a variation
- Either Party may request in writing a variation to this Call-Off Contract provided that such variation does not amount to a material change of the Framework Agreement and/or this Call-Off Contract and is within the meaning of the Regulations and the Law. Such a change once implemented is hereinafter called a "Variation".

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

In the event that either Party is unable to agree to (agreement shall not be unreasonably withheld or delayed) or provide the Variation, the Buyer may:

- (i) agree to continue to perform its obligations under this Call-Off Contract without the Variation;
- or
- (ii) in the case of a Supplier-initiated Variation request which the Supplier does not withdraw, terminate this Call-Off Contract by giving thirty (30) Working Days' written notice to the Supplier (which will be deemed to be termination without cause under Clause 23.2); or
- (iii) in the case of a Buyer-initiated Variation request which the Buyer does not withdraw, terminate this Call-Off Contract after the first 12 months from the Start Date by giving thirty (30) Working Days' written notice to the Supplier (which will be deemed to be termination without cause under Clause 23.2).

Public Services Network (PSN)

The Public Services Network (PSN) is the Government's high-performance network which helps public sector organisations work

together, reduce duplication and share resources.

If the required G-Cloud Services are to be delivered over the Public Services Network this should be detailed in the Call-Off Contract Order Form.

Delivery of PSN Compliant Services

If requested to do so by the Buyer, the Supplier shall ensure that the G-Cloud Services adhere to the conditions and obligations identified in the PSN Code of Practice at the Supplier's cost.

If any PSN Services are Sub-Contracted by the Supplier, the Supplier must ensure that services have the relevant PSN compliance certification, which includes:

- Buyer environments
- communications components
- compliant and certified

Role of the PSN authority

The Supplier will immediately disconnect its G-Cloud Services from the PSN if instructed to do so by the PSN Authority following an event affecting national security, or the security of the PSN. The Supplier agrees that the PSN Authority shall not be liable for any actions, damages, costs, and any other liabilities which may arise as a consequence.

- This clause may be enforced by the PSN Authority, notwithstanding the fact that the PSN Authority is not a party to this Call-Off Contract.

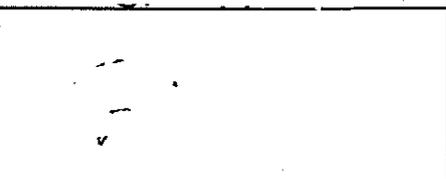
Formation of Contract

- 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 In accordance with the Buying process set out in the Framework Agreement, this Call-Off Contract will be formed when the Buyer acknowledges the receipt of the signed copy of the Order Form from the Supplier.
- 1.4 The terms and conditions of the Call-Off Contract and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

- (A) The Supplier is a provider of G-Cloud Services and undertook to provide such Services under the terms set out in Framework Agreement number RM1557viii (the "Framework Agreement").
- (B) The Buyer served an Order Form for Services to the Supplier.

SIGNED:

	Supplier:	Buyer:
Name:		
Title:		
Signature:		
Date:	12/04/17	13/04/2017

Part B - The Schedules

Schedule 1- Deliverable

- Enterprise Compute Cloud (Assured)
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/776431815513998>

PDF



UKCloud -
Enterprise Compute

- Enterprise Compute Cloud (Elevated)
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/938059280345941>

PDF



UKCloud -
Enterprise Compute

- Cross Domain Security Zone
<https://www.digitalmarketplace.service.gov.uk/g-cloud/services/358806866032608>

PDF



UKCloud - Cross
Domain Security Zone

Schedule 2 - Call-Off Contract Charges

Charges are in accordance with the Supplier's published GCloud Pricing below:

PDF



UKCloud - Pricing
Guide 8.7.pdf

