



Crown Commercial Service

G-Cloud 10 Call-Off Contract

This Call-Off Contract for the G-Cloud 10 Framework Agreement (RM1557.10) includes:

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Part A - Order Form

Digital Marketplace service ID number:	7267 5331 4525 252
Call-Off Contract reference:	ecm_54972
Call-Off Contract title:	MMO GI Infrastructure upgrade
Call-Off Contract description:	Esri UK Managed Services for MMO
Start date:	29/03/2019
Expiry date:	31/03/2020
Call-Off Contract value:	£69,490
Charging method:	As detailed below.
Purchase order number:	To be generated following contract signature.

This Order Form is issued under the G-Cloud 10 Framework Agreement (RM1557.10).

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.

From: the Buyer	Marine Management Organisation 020802 61044 Buyer's main address: Lancaster House Hampshire Court Newcastle Business Park Monarch Road Newcastle upon Tyne NE4 7YH
To: the Supplier	ESRI (UK) Limited Tel: 01296 745 500 Supplier's address: Millennium House, 65 Walton Street Aylesbury Buckinghamshire HP21 7QG UK

	Company number: 01288342
Together: the 'Parties'	

Principle contact details

For the Buyer:	[Redacted]
For the Supplier:	[Redacted]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 29 March 2019 and is valid for 12 months, and can be extended initially for up to a further 12 months, subject to mutual agreement.
Ending (termination):	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 60 days written notice before its expiry. 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. This is subject to mutual agreement by both parties.

Buyer contractual details

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

G-Cloud Lot:	This Call-Off Contract is for the provision of Services under: Lot 3 - Cloud Support
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below and/or as set out in the document

	<p>'Esri UK Managed Cloud Services; MMO Managed Service; Marine Management Organisation (18 December 2018)' ("Supplier's Proposal"):</p> <p>Service ID: 7267 5331 4525 252: ArcGIS in the Cloud: 'Option 2':</p> <ul style="list-style-type: none"> - ArcGIS Enterprise and 5x ArcGIS Desktop in the Cloud with your own licences year one x 1 - Additional Cloud Compute Capacity (units) x 2 - Additional Managed Service Units (units) x 25
<p>Additional services:</p>	<p>None</p>
<p>Location:</p>	<p>Activities will be carried out off-site by service management based in the Supplier's UK offices. Supplier's service management and support teams will have remote access to the MMO system to fulfil support and maintenance obligations under this call off agreement.</p> <p>Travel expenses associated with all on-site work, demonstrations and project meetings will be agreed prior to work commencement and will be invoiced at cost.</p> <p>All Travel and Subsistence should be in line with Defra's Travel and Subsistence Policy. Claims should always be supported by valid receipts for audit purposes and must not exceed any of the stated rates below. Should the stated rate be exceeded, Defra reserve the right to reimburse only up to the stated rate:</p> <p><u>Rail Travel</u> All Journeys – Standard class rail unless a clear business case demonstrating value for money can be presented. This includes international rail journeys by Eurostar and other international and overseas rail operators.</p> <div style="background-color: black; width: 100%; height: 150px; margin-top: 20px;"></div> <p>*NB the 'no public transport rate' for car and van travel can only be claimed</p>

where the use of a private vehicle for the journey is essential e.g. on grounds of disability or where there is no practical public transport alternative. If the use of the vehicle is not essential the 'public transport rate' should be claimed.

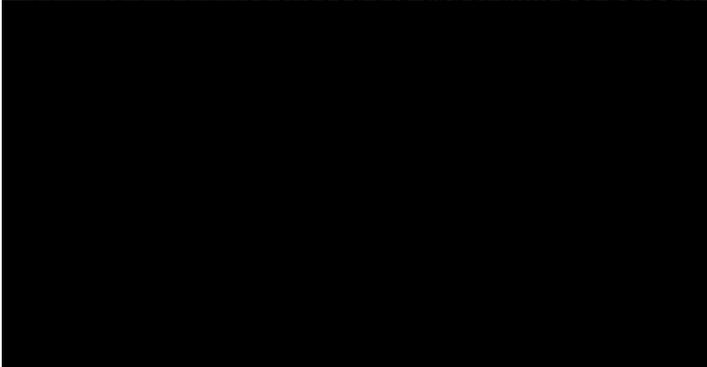
** Under HMRC rules this expense is taxable.

Air Travel

Air	Class of travel
All Employees	
All Journeys	Economy Class/Business Class
<p>All Air travel requires prior approval from a manager or approver.</p> <p>Air travel for journeys of less than 5 hours should be via economy class only.</p> <p>For journeys of between 5 hours and 10 hours a business class flight may be purchased where:</p> <ul style="list-style-type: none"> • bookings are not available in the lower class and the timing or date of the journey cannot be changed • if staff will be required to work immediately on arrival. • on disability/medical grounds. <p>For journeys of over 10 hours a business class flight may be purchased subject to approval from a manager or approver.</p>	

UK Subsistence

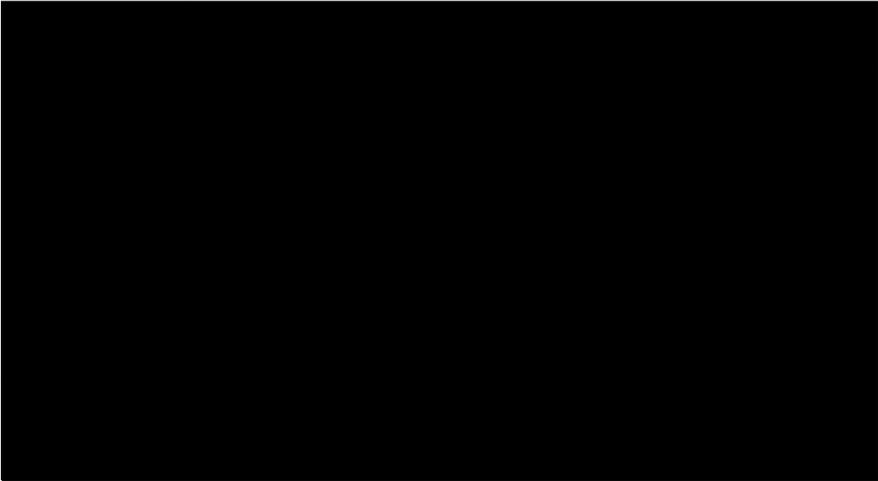
Bookings should not exceed the upper limit per person.



Subsistence

Subsistence may be claimed where the following conditions apply:

- The expense arises necessarily from the proper performance of the claimant's duties.
- The expense is incurred whilst away from the claimant's regular place(s) of work or whilst staying away from home.
- The expense incurred is reasonable and additional to the employee's normal expenditure.
- The claim is fully supported by receipts submitted with the claim.
- The claim is within the limit for each category, as set out below.
- One meal (5 hour rate).
- A person claiming for one meal would be expected to be away from his/her base for a period of more than five hours.

	<ul style="list-style-type: none"> • Two meals (10 hour rate). • A person claiming for two meals would be expected to be away from his/her base for a period of more than ten hours. • Three meals (12 hour rate). • A person claiming for three meals would be expected to be away from his/her base for a period of more than twelve hours. <p><u>24 Hour claim</u> A person can only claim under this heading if there is an overnight stay at a hotel where lunch and/or dinner is not included in the hotel claim. Additional meal claims as set out above apply for periods in excess of 24 hours.</p>  <p>These expenses cannot be claimed if:</p> <ul style="list-style-type: none"> • A meal or beverage is not purchased. • The meal does not constitute additional expenditure. • The “staying with friends or relatives allowance” is claimed (in which case the 24 hour claim is not allowed). • Meals have been taken at home. • Meals are provided during a training course, conference or similar activity. • Meals are provided on the train or plane and included in the ticket cost. <p>Additionally: Alcohol cannot form part of any claim.</p>
<p>Quality standards:</p>	<p>The quality standards required for this Call-Off Contract are as set out in the Supplier’s G-Cloud documentation available from the Digital Marketplace, in relation to the relevant service I/D.</p> <p>The quality standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> • ISO27001 – Information Security Management System • ISO14001 – Environmental Management System • ISO9001 – Quality <p>Supplier shall comply with ISO27001, Cyber Security Essential Plus, National Cyber Security Centre (NCSC) guidelines on Cloud Security implementation principles and produce evidence if requested by MMO Security through the nominated contact. Supplier will be required to complete the Supplier Assurance document on an annual basis when requested by MMO/Defra group Security through the nominated contact.</p>

	<p>Security Patching, Bug fixes / issues identified need to be agreed to be resolved within given timescales (in accordance with the process as detailed within the Supplier's Proposal contained below and at no extra cost to the MMO).</p>
<p>Technical standards:</p>	<p>The technical standards required for this Call-Off Contract are as set out in the Supplier's G-Cloud documentation available from the Digital Marketplace, in relation to the relevant service I/D or as specifically detailed in the Supplier's Proposal.</p> <p>Supplier commits to work with MMO to undertake testing, in line with the technical standards, subject to formal agreement in advance of appropriate testing activities.</p> <p>Illustrative / indicative technical standards required for this Call-Off Contract, where applicable, are as set out in A. to C. below. Relevant standards shall be mutually agreed in advance:</p> <p>A.:</p> <ul style="list-style-type: none"> • To provide the solution on a Supplier commissioned hosting service to the following technical standards: • MMO service managers to have the ability to log in and access all instances and services, including direct access to the Enterprise Geodatabase. • Access to be limited to the Defra and supplier networks. • The solution will be hosted at GB data centres, infrastructure must be physically located within the UK. <p>And;</p> <p><u>B. IT Health Check</u></p> <ul style="list-style-type: none"> • The MMO to have the right to audit and the right to test the service provided hosted by Supplier by using services provided NCSC accredited organisations. • If the service is found to be non-conformant with security requirements on testing, Supplier must undertake any risk treatment advised. The cost of the work done must be borne by Supplier and cannot be charged to the MMO. Issues classified as Medium, High or Critical by an independent security consultant are deemed to be included. Mitigation of identified issues and associated risk treatment is permitted, where agreed by MMO and Supplier. • Secure Sockets Layer (SSL) v3 Encryption Vulnerability – Transport Layer Security (TLS) should be enabled. • Information disclosure through Apache HTTP must not be allowed. • SSL Ciphers need to be strong; a minimum of 128 Bit. • Software packages/ patches must all be kept up to date in as much as this does not infringe upon the service function, from the Confidentiality, Integrity and Availability of the system. • World writable file permissions to be reduced where not required and world writeable directories removed if no longer required. Sticky bit to be enabled for directories which are required to be world writeable. • A strong password security policy must be in place; • The security event log should be 192MB; the application and system should be at least 32MB.

	<ul style="list-style-type: none"> • Legal warning banners must be set to inform users that this is a government owned system and inappropriate use is a legal offence. <p>And;</p> <p><u>C. Web Application</u></p> <ul style="list-style-type: none"> • Clear HTTPS should be enabled. • Cross site request forgery vulnerability should not occur - in relevant requests an additional token that is not transmitted in a cookie: for example, a parameter in a hidden form field. • All SSL Cookies must have secure and HTTP Only flags set where possible. • Input validation must be enforced by application. • Session token should not be passed or made available in URL. • Technical details must not be detailed when error messages occur. • User account enumeration – should not indicate if a valid user account has been provided or not. In addition, a full list of users should not be made available to unauthenticated users. • Default Service banner - information within the service banners to be removed or obfuscated in order to prevent information disclosure. • Session fixation - the application to be configured to regenerate a users' session token following successful authentication (or change of authorisation level) to the application. • SSL certificate – needs to be current and from a trusted Certificate Authority. • Default web server – all default web content should be removed from web servers. • Cross-Domain Referrer Leakage – the application should not transmit any sensitive information within the URL query string. • Cross-Domain Script Includes - scripts should not be included from untrusted domains. • Cached Web Content - the application must return caching directives instructing browsers not to store local copies of any sensitive data. • Password policy/management must be strong and in line with Defra password policy.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier's Service Definition, copy attached below.
Onboarding:	The onboarding plan for this Call-Off Contract is as stated in the supplier proposal.
Offboarding:	The offboarding plan for this Call-Off Contract is: N/A
Collaboration agreement:	N/A
Limit on Parties' liability:	<p>The annual total liability of either Party for all Property defaults will not exceed £50,000.</p> <p>The annual total liability for Buyer Data defaults will not exceed £50,000 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</p>

	£50,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance:	The insurance(s) required will be: <ul style="list-style-type: none"> • a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract • professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the G-Cloud Services. This professional indemnity insurance cover will have a minimum limit of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Force majeure:	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.
Audit:	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: N/A.
Buyer's responsibilities:	The Buyer is responsible for its obligations as set out in the Supplier's G-Cloud documentation available from the Digital Marketplace, in relation to the relevant service I/D, and/or as detailed in the Supplier's Proposal. The Buyer is responsible for provision of Live Service resource for service reviews.
Buyer's equipment:	N/A

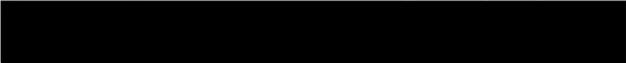
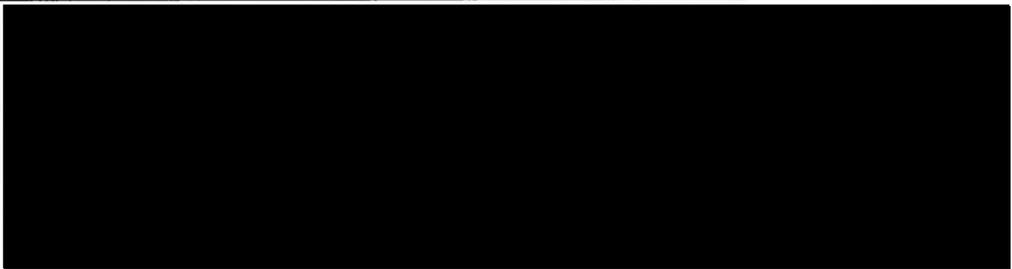
Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners: 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.

Payment method:	The payment method for this Call-Off Contract is BACS payment.
Payment profile:	The payment profile for this Call-Off Contract is: <ul style="list-style-type: none"> - Setup fees: £20,480.00: payable on invoice - Managed Service fees: £49,010.00*: monthly in arrears <p>* The Managed Service fees above comprise 12 monthly payments of £4,084.17.</p> <p>Prices are exclusive of VAT. VAT shall be payable at the prevailing rate.</p>
Invoice details:	The Supplier will issue electronic invoices monthly in arrears or as otherwise set out in an agreed payment profile. The Buyer will pay the Supplier within 30

	days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to: SSCL, PO Box 790, Newport, Gwent, NP10 8FZ Email: Accounts-Payable.mmo@sscl.gse.gov.uk 
Invoice information required – for example purchase order, project reference:	All invoices must include: <ul style="list-style-type: none"> • PO Reference; • Organisation's Company Registration number; • MMO Supplier Registration Number; • Invoice Value and; • State whether it is inclusive or exclusive of VAT.
Invoice frequency:	Invoice will be sent to the Buyer monthly in arrears or as otherwise set out in an agreed payment profile.
Call-Off Contract value:	The total value of this Call-Off Contract is: £69,490 (exc. VAT).
Call-Off Contract charges:	 Total: £69,490 (exc. VAT)

Additional buyer terms

Performance of the service and deliverables:	This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones: <ul style="list-style-type: none"> • Bi-annual Service Report issued by ESRI UK to MMO, via email, about the services, in line with the proposal below. The format of the Service Report is subject to mutual agreement by both parties. • Bi-annual teleconference meetings between MMO and ESRI UK Service Management to review the current status.
Guarantee:	N/A
Warranties, representations:	N/A
Supplemental requirements in addition to the Call-Off terms:	Within the scope of the Call-Off Contract, the Supplier will: N/A
Alternative clauses:	These Alternative Clauses, which have been selected from Schedule 4, will apply: N/A
Buyer specific amendments to/refinements of the Call-Off Contract	Within the scope of the Call-Off Contract, the Supplier will: N/A