



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

Part A: Order Form	2
Schedule 1: Services	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions	13
Schedule 3: Collaboration agreement	32
Schedule 4: Alternative clauses	44
Schedule 5: Guarantee	49
Schedule 6: Glossary and interpretations	57
Schedule 7: GDPR Information	68

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.

Digital Marketplace service ID number	9512 3831 3646 899
Call-Off Contract reference	Pr 49601
Call-Off Contract title	Pluralsight: On Demand Technology Skills Development Platform
Call-Off Contract description	<ul style="list-style-type: none">• Provision of an on-demand digital learning tion focused on technology. This helps our organisation and employees gain new skills at the point of need and master technologies.
Start date	08/11/2021
Expiry date	07/11/2022 (12 Months (1+1 Extension))
Call-Off Contract value	Initial Contract Value: \$303,075.00 (excluding VAT)
Charging method	Annual Invoices, payment via BACS
Purchase order number	To be provided electronically following 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.

From the Buyer	Health & Social Care Information Centre (known as NHS Digital) Buyer's main address: 7 & 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP
To the Supplier	Pluralsight, LLC +1 801.784.9007 Supplier's address: 42 Future Way Draper, UT 84020, United States Company number: NV20041 137059
Together the 'Parties'	

Principal contact details

For the Buyer:





For the Supplier:



Call-Off Contract term

Start date	This Call-Off Contract Starts on 8 th November 2021 and is valid for an initial 12 months with the option to extend for another 12 months.
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 undisputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of 12 month, by giving the Supplier 30 days written notice before its expiry.</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>

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	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 2 - Cloud software – Software as a service (SaaS)</p>
G-Cloud services required	<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"> • On Demand Technology Learning Platform <ul style="list-style-type: none"> ○ Provision of an on-demand digital learning solutions focused on technology. Helps companies and professionals gain new skills at the point of need and master technologies. ○ The Buyer will require a maximum of 675 Pluralsight Skills Enterprise licences on an annual basis
Additional Services	Not applicable
Location	The Services will be delivered electronically to the Buyer.
Quality standards	The quality standards are those stated by Pluralsight as published in their Digital Marketplace entry.

Technical standards:	The technical standards are those stated by Pluralsight as published in their Digital Marketplace entry.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are fully described in the Supplier's G-Cloud Service Definition.
Onboarding	The onboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering.
Offboarding	The offboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering.
Collaboration agreement	Not Applicable
Limit on Parties' liability	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>

	<p>The annual total liability for all other defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>In no event will the total liability of the combined above-described caps exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> ● a minimum insurance period of 2 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	<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 20 consecutive days.</p>
Audit	<p>The Buyer shall have the same audit rights as CCS under the Framework Agreement. Therefore Clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated into this Call-Off Contract, with required amendments made to change the defined terms from 'CCS' to 'Buyer'.</p>

Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Providing all suitable information required for the Supplier to deliver the Call-Off Contract • Providing infrastructure technical assistance when required • Appointing a Project Manager, who shall have the authority to approve matters in relation to the services and implementation project <p>The Buyer shall only permit the Users to Use the Services and only in accordance with the express terms of this Agreement. The Buyer shall not permit any other persons to Use the Services unless the Buyer has obtained prior written consent from the Supplier. All Users must be over sixteen years of age.</p>
Buyer's equipment	<p>None</p>

Supplier's information


Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>A list of the Supplier's material Subcontractors is found at: https://www.pluralsight.com/terms/sub-processors. Supplier will maintain a list of material Subcontractors at such URL and will add the names of new and replacement material Subcontractors to the list prior to them starting sub-processing of Buyer Personal Data. If the Buyer has a reasonable objection to any new or replacement Subcontractor, it shall notify Supplier of such objections in writing within ten (10) days of the notification and the parties will seek to resolve the matter in good faith. If Supplier is able to provide the Services to the Buyer in accordance with this Call-Off Contracts without using the Subcontractor and decides in its discretion to do so, then the Buyer will have no further rights to object to the proposed use of the Subcontractor. If Supplier requires to use the Subcontractor and is unable to satisfy the Buyer as to 1)</p>
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	<p>the suitability of the Subcontractor, or 2) the documentation and protections in place between Supplier and the Subcontractor within sixty (60) days from the Buyer's notification of objection, the Buyer may, within thirty (30) days of the end of the sixty (60) day period referred to above, terminate this Call-Off Contract by providing written notice to Supplier having effect thirty (30) days after receipt by Supplier. Supplier may use a new or replacement Subcontractor whilst the objection procedure in this paragraph is in process.</p>
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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 transfer.
Payment profile	The payment profile for this Call-Off Contract is Annually in advance.
Invoice details	The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at Sbs-w.payables@nhs.net.</p> <p>Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p>

Invoice information required	The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.
Invoice frequency	Invoice will be sent to the Buyer annually in advance.
Call-Off Contract value	The total value of this Call-Off Contract is \$303,075.00
Call-Off Contract charges	<p>The breakdown of the Charges is</p> 

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • Offboarding Plan as per the G-Cloud Service Offering
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Guarantee	Not Applicable
Warranties, representations	No additional warranties or representations.
Supplemental requirements in addition to the Call-Off terms	<p>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:</p> <p>1.1 The Buyer may assign a license to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer during the term of the Agreement..</p> <p>1.2 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</p>
Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>Not applicable</p>
Buyer specific amendments to/refinements of the Call-Off Contract terms	For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):

	Central Government Body	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>
	CSR Laws	<p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;</p>
	CSR Policies	<p>means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and "CSR Policy" shall mean any one of them;</p>
	Cyber Security Requirements	<p>means:</p>

		a) compliance with the DSP Toolkit or any replacement of the same;
	DSP Toolkit	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/ , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	General Change in Law	means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially amend, replace or supersede any existing Law;
	Law	means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and

		any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State);
	Purchase Order	means the Buyer's unique number relating to the supply of the Services;
	Receipt	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	Unavoidable Losses	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;
	<p>1)</p> <p>2) 4B A new Clause 28A shall be added as follows:</p> <p>28A Corporate Social Responsibility Conduct and Compliance</p> <p>28A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.</p> <p>28A.2 The Supplier represents and warrants that it:</p>	

	<p>28A.2.1 complies with all CSR Laws;</p> <p>28A.2.2 requires its Subcontractors and any person under its control, to comply with all CSR Laws; and</p> <p>28A.2.3 has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).</p> <p>A new Clause 28B shall be added as follows:</p> <p>28B Modern Slavery</p> <p>28B.1 The Supplier represents and warrants that at the Start Date neither the Supplier, nor any of its officers and employees:</p> <p>28B.1.1 have been convicted of any offence involving slavery and human trafficking; and</p> <p>28B.1.2 having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.</p> <p>28B.2 The Supplier shall implement due diligence procedures for its Subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>28B.3 The Supplier shall prepare and deliver to the Buyer each year, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p> <p>3) New Clauses 33.2 and 33.3 shall be added as follows:</p> <p>4) A new Clause 35 shall be added as follows:</p> <p>5) 35 A new Clause 36 shall be added as follows:</p>
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