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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

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. Buyer's Delay
21. Incorporation of Terms
22. Managing Disputes
23. Termination
24. Consequences of termination
25. Supplier's status
26. Notices
27. Exit plan
28. Handover to replacement Supplier
29. Force Majeure
30. Entire Agreement
31. Liability
32. Waiver and cumulative remedies
33. Fraud
34. Prevention of bribery and corruption
35. Legislative change
36. Publicity, branding, media and official enquiries
37. Non Discrimination
38. Premises
39. Equipment
40. Contracts (Rights of Third Parties) Act
41. Law and jurisdiction
42. Environmental requirement
43. Defined Terms

Part A - Order Form

Buyer	The Insolvency Service
Service reference	Future Finance and Planning System
Supplier	Agilisys Limited
Call-Off Contract ref.	[AGxxx/2017/INSS – FFPS]
Call-Off Contract title	INSS - Agilisys Business World
G-Cloud Framework No.	RM1557viii - 5-10-2016
Call-Off Contract description	Agilisys – UNIT4 Cloud Services
Effective Date	28th July 2017
Commencement Date	28 th July 2017
End date	27th July 2019
Call-Off Contract value	
Charging method	Please see Schedule 4 – Charging and Payments
Purchase order No.	TBC

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.

Project reference: INSS - Agilisys Business World

Buyer reference: INSS - Agilisys Business World

Order date: 28th July 2017

Purchase order: TBC

From: the Buyer The Insolvency Service

Buyer's address:
3rd Floor
Cannon House,
18 Priory Queensway,
Birmingham,
B4 6FD



To: the Supplier Agilisys Limited

Supplier's address:
Registered office: One Hammersmith Broadway,
Hammersmith, London W6 9DL, UK.

Registered in England No 04327369

Together: the "Parties"

Principal contact details

For the Buyer: Name & title: [Redacted] - Project Manager

Email: [Redacted]@insolvency.gsi.gov.uk

Phone: 0121 380 [Redacted]

For the supplier: Name & title: [Redacted]

Email: [Redacted]@agilisys.co.uk

Phone: 0845 [Redacted]

Call-off contract term

Commencement Date: This Call-Off Contract and provision of the Services commence on 28th July 2017.

Termination: In accordance with Call-Off Contract, pursuant to:

1. clause 23.6, the notice period required for termination is at least 90 Working Days from the date of the Supplier's written notice of termination for non-payment of undisputed sums; and
2. clause 23.1, the notice period required for termination is at least 30 days from the date of the Buyer's written notice for termination without cause.

Buyer contractual details

This Order is for the Services outlined below. It is acknowledged by the Parties that the volume of the Services utilised 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 3 - Software as a Service (SaaS)

G-Cloud 8 services required: The Services to be provided by the Supplier under the above Lot are outlined below:

Implementation Services to implement the Supplier's software platform as set out in this Call-Off Contract, including Part B, Schedules 1, 2 and 15 and in the Service Definition.

Grant of a licence to use the Software. The specific Software modules being purchased are detailed within Part B, Schedule 11.

Software Services as set out in this Call-Off Contract, including Part B, Schedules 3 and 15 and in the Service Definition.

Location: Implementation Services will primarily be delivered on site at the following addresses:

4th Floor
Cannon House,
18 Priory Queensway,
Birmingham, B4 6FD

Software Services will be delivered using:

- Subcontractor UNIT4's support service centres, which are based in Poland and Bristol.
- Subcontractor Unit4 Cloud Services - delivered through Microsoft Azure data centres within Europe.

Quality standards:

The quality standards required for this Call-Off Contract are set out in Part B, Schedule 6

Technical standards

The technical standards required for this Call-Off Contract are set out in Part B, Schedule 6

On-boarding

The on-boarding for this Call-Off Contract is detailed within this Call-Off Contract, including Part B, Schedules 1, 2 and 15 and in the Service Definition

Off-boarding

The off-boarding for this Call-Off Contract is as described in this Call-Off Contract, including Part B, Schedule 8 and in the Service Definition

Limit on Supplier's liability:

In accordance with Call-Off Contract clause 31.5, the financial limit of Supplier's liability for direct loss, destruction, corruption, degradation or damage to the Buyer Data or the Buyer Personal Data or any copy of such Buyer Data caused by the Supplier's default under or in connection with a Call-Off Contract is the sum of £1,000,000 where such liability is:

- (i) in relation to direct loss, destruction, corruption, degradation or damage loss or spoiling of the Buyer Data or the Buyer Personal Data where the Supplier is responsible for taking or storing back-ups of the Buyer's Data or the Buyer Personal Data as part of any Services provided by the Supplier at any time; or
- (ii) in relation to the direct loss, destruction, corruption, degradation or damage loss or spoiling of the Buyer Data or the Buyer Personal Data, where the Supplier is in breach of its obligations (a) under this Call-Off

Contract, or (b) as a data processor under Data Protection Legislation.

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

- professional indemnity insurance is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the Services and that such professional indemnity insurance has a minimum limit of indemnity of two million pounds sterling (£2,000,000) for each individual claim (and as required by Law) from time to time;
- employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

for a minimum insurance period of 6 years following the expiration or earlier termination of this Call-Off Contract.

Buyer's Responsibilities

A full list of Buyer Responsibilities is contained in Part B, Schedule 12 of this Call-off Contract. Any Buyer Responsibilities set out in the Service Definition shall not apply unless set out in such Schedule 12.

Buyer's equipment

It is agreed the Buyer will provide sufficiently capable devices and connectivity for their employees to access the Cloud based system.

Supplier's information

Commercially sensitive information:

Please refer to Part B, Schedule 13

Subcontractors / Partners:

The following is a list of the Subcontractors:

Unit 4 (for Software Services)

~~XXXXXXXXXX~~ (to whom Unit 4 themselves subcontract – see Service Definition).

Call-Off Contract Charges and payment

The Call-Off Contract charges and payment details are below. See Schedule 4 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 defined in the Payment Terms contained within Schedule 4.

Invoice details: The Supplier shall issue electronic invoices quarterly in year 1 and thereafter annually in advance in respect of the Software Service. The Supplier shall issue invoices for Implementation Services in line with successful achievement of defined Milestones. In accordance with Call-Off Contract clause 8, the Buyer will pay the Supplier within 30 calendar days of receipt of a valid invoice.

The payment profile for this Call-Off Contract is defined in the Payment Terms contained within Schedule 4.

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

Accounts Payable
3rd Floor
Cannon House,
18 Priory Queensway,
Birmingham,
B4 6FD

Invoice information required – e.g. PO, project ref, etc. All invoices must include the customer Purchase Order number

Invoice frequency The payment profile for this Call-Off Contract is defined in the Payment Terms contained within Schedule 4.

Call-Off Contract value: Please refer to Schedule 4 for a full breakdown of Charges.

Call-Off Contract Charges: Please refer to Schedule 4 for a full breakdown of Charges.

Additional Buyer terms

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| Performance of the Services and Deliverables | The Implementation Services will be delivered in accordance with the methodology outlined in Part B, Schedules 1, 2 and 15 and in the Service Definition.

The Service Levels for the Services are described in Part B, Schedule 3 (Service Level Agreement) and the Supplier shall provide the Services in such a manner so as to meet or exceed the Service Levels.. |
| Collaboration agreement | Not applicable to this Call off Contract. |
| Warranties, representations | Please refer to the Supplier Terms in Part B, Schedule 16 and clause 6 of the clauses of the Call-Off Contract in Part C |
| Public Services Network (PSN) | Not applicable to this Call off Contract. |

