



# Crown Commercial Service

## G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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## Part A - Order Form

<b>Digital Marketplace service ID number:</b>	
<b>Call-Off Contract reference:</b>	ICT13704
<b>Call-Off Contract title:</b>	GLA Jira Licenses
<b>Call-Off Contract description:</b>	Jira Licenses and support
<b>Start date:</b>	06/10/18
<b>Expiry date:</b>	05/10/19
<b>Call-Off Contract value:</b>	██████████
<b>Charging method:</b>	BACS
<b>Purchase order number:</b>	TBC

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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>	██████████ Buyer's main address: Greater London Authority City Hall, The Queen's Walk, London, SE1 2AA
<b>To: the Supplier</b>	Valiantys Limited 0203 176 7980 Supplier's address: 124-126 Borough High St, London SE1 1LB, UK  Company number: 821141
<b>Together: the 'Parties'</b>	

### Principle contact details

<b>For the Buyer:</b>	Title: Manager Business and Development Name: ██████████ Email: ██████████
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<b>For the Supplier:</b>	Title: Director Name: [REDACTED] Email: [REDACTED] Phone: [REDACTED]
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**Call-Off Contract term**

<b>Start date:</b>	This Call-Off Contract Starts on 06/10/18 and is valid for 12 months.
<b>Ending (termination):</b>	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.
<b>Extension period:</b>	12 months

**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>	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software
<b>G-Cloud services required:</b>	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: <ul style="list-style-type: none"> <li>• project management and planning</li> <li>• analytics and business intelligence</li> </ul>
<b>Additional services:</b>	None
<b>Location:</b>	The Services will be delivered to City Hall, London.
<b>Quality standards:</b>	The quality standards required for this Call-Off Contract are described in the Schedules describing the work
<b>Onboarding:</b>	The onboarding plan for this Call-Off Contract is licenses to commence on 06/10/18
<b>Offboarding:</b>	N/A
<b>Collaboration agreement:</b>	N/A
<b>Limit on Parties' liability:</b>	The annual total liability of either Party for all Property defaults will not exceed £500,000 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 (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
<b>Insurance:</b>	The insurance(s) required will be: <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</li> </ul>

	<p>of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law)]</p> <ul style="list-style-type: none"> <li>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<b>Force majeure:</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 10 consecutive days.
<b>Audit:</b>	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 either once in the life of the contract or at any time if compelled by any auditing authority.
<b>Buyer's responsibilities:</b>	The Buyer is responsible for allowing access to GLA sites.
<b>Buyer's equipment:</b>	n/a

#### Supplier's information

<b>Subcontractors or partners:</b>	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.

<b>Payment method:</b>	The payment method for this Call-Off Contract is BACS
<b>Payment profile:</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<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: as per PO instructions
<b>Invoice information required – for example purchase order, project reference:</b>	All invoices must include: as per PO instructions
<b>Invoice frequency:</b>	Invoice will be sent to the Buyer monthly
<b>Call-Off Contract value:</b>	The total value of this Call-Off Contract is [REDACTED]
<b>Call-Off Contract charges:</b>	<p>The breakdown of the Charges is</p> <p>Licenses: [REDACTED]</p> <p>Enterprise Support/40h: [REDACTED]</p> <p>Onsite training 1 day per month: [REDACTED]</p> <p>Charges will be invoiced upon order.</p>

#### 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>Licenses to commence on 06/10/18</li> </ul>
<b>Guarantee:</b>	N/A
<b>Warranties, representations:</b>	N/A
<b>Supplemental requirements in addition to the Call-Off terms:</b>	N/A
<b>Alternative clauses:</b>	N/A

<b>Buyer specific amendments to/refinements of the Call-Off Contract terms:</b>	N/A
<b>Public Services Network (PSN):</b>	N/A

### 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 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 agreed to provide the Services under the terms of Framework Agreement number RM1557ix.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
<b>Name:</b>	[REDACTED]	[REDACTED]
<b>Title:</b>	Director	HEAD OF GLA TEST GROUP.
<b>Signature:</b>	X [REDACTED]	[REDACTED]
<b>Date:</b>	20/09/2018	21/9/18

## Schedule 1 - Services

- Tempo Timesheets for JIRA Cloud for JIRA (Cloud) 800 Users, (Annual Payments) from 500 Users
- Site JIRA Software (Cloud) 800 Users (Annual Payments) from 500 users
- Confluence (Cloud) 800 Users (Annual Payments) from 800 Users
- Tempo Planner for JIRA Cloud for JIRA (Cloud) 500 Users (Annual Payments) from 500 Users
- Enterprise Support Package - 40 Hours, Support Hours: Normal Business Hours (from 8am to 6pm)
  - Onsite support for issues deemed by the GLA to be 'blockers' and upon reasonable request
  - An example of typical service levels used would be beneficial
- Service review meetings: monthly for life of contract included in total price
- Dedicated Account Manager responsible for consultancy and escalation point.
- Training: 1 day a month on site (8 hours)

## 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:

- Enterprise Support 40h per annum..... [REDACTED]
- Training 1 day a month on site (8 hours)..... [REDACTED]
- Jira Software (Cloud) 800 users, Confluence (Cloud) 800 users, Tempo planner plug-in; Tempo timesheets plug-in..... [REDACTED]

## Part B - Terms and conditions

### 1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

### 2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
  - 4.1 (Warranties and representations)
  - 4.2 to 4.7 (Liability)
  - 4.11 to 4.12 (IR35)
  - 5.4 to 5.5 (Force majeure)
  - 5.8 (Continuing rights)
  - 5.9 to 5.11 (Change of control)
  - 5.12 (Fraud)
  - 5.13 (Notice of fraud)
  - 7.1 to 7.2 (Transparency)
  - 8.3 (Order of precedence)
  - 8.4 (Relationship)
  - 8.7 to 8.9 (Entire agreement)
  - 8.10 (Law and jurisdiction)
  - 8.11 to 8.12 (Legislative change)
  - 8.13 to 8.17 (Bribery and corruption)
  - 8.18 to 8.27 (Freedom of Information Act)
  - 8.28 to 8.29 (Promoting tax compliance)
  - 8.30 to 8.31 (Official Secrets Act)
  - 8.32 to 8.35 (Transfer and subcontracting)