

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

P A

Schedule 7: GDPR Information 68

P A

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**  | 8885 4089 3392 189 |
| **Call-Off Contract reference**  | IPA 01 |
| **Call-Off Contract title**  | Government Project Delivery Hub |
| **Call-Off Contract description**  | Intranet provision |
| **Start date**  | 31st August 2021 |
| **Expiry date**  | 31st August 2022 |
| **Call-Off Contract value**  | £77,943.40 ex VAT (total Year 1 cost) |
| **Charging method**  | BACS |
| **Purchase order number**  | Tbc |

P

A

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**  | **REDACTED TEXT under FOIA Section 40, Personal Information** |

P

A

Connect Internet Solutions Ltd

Telephone: **REDACTED TEXT under FOIA Section 40, Personal Information**

**REDACTED TEXT under FOIA Section 40, Personal Information**

Company number: 04424350

|  |
| --- |
| **Together the ‘Parties’** |

Principal contact details

**For the Buyer:** The Cabinet Office

Title: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information**

P A

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

**For the Supplier:** Connect Internet Solutions Ltd

Title: **REDACTED TEXT under FOIA Section 40, Personal Information**

Name: **REDACTED TEXT under FOIA Section 40, Personal Information**

Email: **REDACTED TEXT under FOIA Section 40, Personal Information**

Phone: **REDACTED TEXT under FOIA Section 40, Personal Information**

Call-Off Contract term

|  |  |
| --- | --- |
| **Start date**  | This Call-Off Contract Starts on **31st August 2021** and is valid for **12 months** [The date and number of days or months is subject to clause 1.2 in Part B below.] |
| **Ending** **(termination)**  | The notice period for the Supplier needed for Ending the Call Off Contract is at least **[90]** Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is a maximum of **[30]** days from the date of written notice for Ending without cause (as per clause 18.1). |

P

A

**Extension period**N/A

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 2: Cloud software  |

P

A

**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: ● Software and support

● Umbraco website

● Intranet hosting

|  |  |
| --- | --- |
| **Additional Services**  | **N/A** |
| **Location**  | The Services will be delivered to **REDACTED TEXT under FOIA Section 40, Personal Information** [If relevant, include details of the main locations being served by the Supplier through this Call-Off Contract. |

P

A

For Lot 3, Cloud support, particularly if there is onsite service

provision, location must be provided here. If relevant, state

where data will be stored.]

|  |  |
| --- | --- |
| **Quality standards**  | The quality standards required for this Call-Off Contract are ISO 9001 |
| **Technical standards:**  | The technical standards used as a requirement for this Call Off Contract are ISO 27001 - Cyber essentials |
| **Service level** **agreement:** | The service level and availability criteria required for this Call Off Contract are set out under Schedule 1. |

P

A

**Onboarding** Project initiation meeting to be held and intranet delivered

according to agreed project plan.

|  |  |
| --- | --- |
| **Offboarding**  | The offboarding plan for this Call-Off Contract is**:** When off-boarding, the client has the option of being supplied with either of: 1. An export (image) of the Virtual Machine in qcow or RAW format 2. An export of the file system and database comprising the website, database format will be MSSQL backup format filestore would be supplied in .zip format. Data available to the client for exporting includes content, metadata, structure and configuration; where the VM export has been chosen, log files can also be supplied. Exports are supplied as an encrypted file containing the exported files. Flexible options are available for handing over the export to the client, dependent upon client preferences (Client transfers via SFTP, Connect transfers via SFTP on client’s behalf, physical transfer via appropriate medium/channel). All consumer data will be returned in the exports provided. |

P

A

Standard format exports will be made without additional

charge, exports into custom data formats will be chargeable

at hourly rates.

[This may include an exit plan of processes or costs (for

example) associated with exiting the Call-Off Contract and

data standards for migration. Please refer to the offboarding

information found in:

● in the Supplier’s Service Definition

● in the Service Description]

|  |  |
| --- | --- |
| **Collaboration** **agreement** | N/A [This Call-Off Contract is conditional on the Supplier providing a collaboration agreement to the Buyer before the Start date.] [**Delete if not relevant.** A Collaboration Agreement may be required if the Buyer has multiple IT suppliers and needs them to work together. If a Collaboration Agreement is used, Clauses 31.1 and 31.2 applies.] |

P

A

|  |  |
| --- | --- |
| **Limit on Parties’** **liability** | The annual total liability of either Party for all Property Defaults will not exceed £5 million. The annual total liability for Buyer Data Defaults will not exceed 50% the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). [Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data Defaults, while still maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below.] The annual total liability for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). [Clause 24.1 in Part B below provides a definition of Other Defaults.] [Consider what figure will represent adequate cover for potential loss for contract breaches. 125% is often used, or include a figure that adequately covers your potential loss.] |

P

A

**Insurance** The insurance(s) required will be:

● [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 [**enter number**] consecutive days. [This section relates to clause 23.1 in Part B below.] |

P

A

**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 [**enter text**].

[List the required audit provisions from clauses 7.4 to 7.13 of

the Framework Agreement.]

|  |  |
| --- | --- |
| **Buyer’s** **responsibilities** | The Buyer is responsible for **[enter text]**. [Include details of any specific requirements or responsibilities on the Buyer – for example, the granting of access to the relevant site, provision of a telephone line. This may be of particular relevance for Lot 3: Cloud Support.] |
| **Buyer’s equipment**  | The Buyer’s equipment to be used with this Call-Off Contract includes **[enter text]**. Reason **[enter text]**. [Insert details of any equipment and agreement, where necessary from third parties, the Buyer is responsible for providing. Do not repeat any basic technical requirements for services to operate already included in the Service Description. Also consider any implications for IR35 legislation.] |

P

A

Supplier’s information

|  |  |
| --- | --- |
| **Subcontractors or partners** | N/A The following is a list of the Supplier’s Subcontractors or Partners **[enter text]**. [Include details of any Subcontractors to be used to deliver the Services.] |

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 **[enter payment method]**. BACS transfer |
| **Payment profile**  | The payment profile for this Call-Off Contract is [**[monthly][quarterly]** in arrears]. Annual charges payable in full in advance. Works charges payable as follows: 20% Price on Placement of Order 20% Price on completion of Discovery 40% Price on handover for user acceptance testing |

P

A

|  |  |
| --- | --- |
|  | 20% Price on sign-off of the Works. [Many suppliers offer payment options, state here which method of payment and profile has been agreed. Buyers don’t have to agree to pay in advance.] |
| **Invoice details**  | The Supplier will issue electronic invoices **monthly** in arrears]. The Buyer will pay the Supplier within **15** days of receipt of a valid invoice. |
| **Who and where to send invoices to** | Invoices will be sent to [**enter name and contact information**]. |
| **Invoice information required** | All invoices must include [**enter required information**]. [for example: purchase order, project reference] |
| **Invoice frequency**  | Invoice will be sent to the Buyer [**enter frequency**. |
| **Call-Off Contract** **value** | The total value of this Call-Off Contract is £77,943.40 ex VAT **REDACTED TEXT under FOIA Section 43, Commercial Interests**. |
| **Call-Off contract breakdown of charges** | **REDACTED TEXT under FOIA Section 43, Commercial Interests** |

P

A

P

A

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: |

P

A

|  |  |
| --- | --- |
|  |  |

P

A

|  |  |
| --- | --- |
|  | [Consider setting milestones with associated Deliverables and agreeing payments against those Deliverables. Please also refer to the Supplier’s service levels and response times on the Digital Marketplace.] |
| **Guarantee**  | N/A [This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.] [As per clause 4.10 in the Framework Agreement, if requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start date in the form set out in Call-Off Schedule 5. [**Delete if not relevant.** A Guarantee should only be requested if the Supplier’s financial standing isn’t enough on its own to guarantee delivery of the Services.] |
| **Warranties,** **representations** | In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer a 45 day warrantee following release for acceptance testing [**Delete if not relevant**] |
| **Supplemental** **requirements in** **addition to the Call-Off terms** | N/A Within the scope of the Call-Off Contract, the Supplier will [**enter supplemental requirements**]. [**Delete if not relevant]** |

P

A

|  |  |
| --- | --- |
| **Alternative clauses**  | N/A These Alternative Clauses, which have been selected from Schedule 4, will apply: [**enter Alternative clauses**] [**Delete if not relevant**. This is usually only relevant to buyers from Scotland and Northern Ireland] |
| **Buyer specific** **amendments** **to/refinements of the Call-Off Contract terms** | N/A Within the scope of the Call-Off Contract, the Supplier will [**enter amendments or refinements**]. [**Delete if not relevant**] |
| **Public Services** **Network (PSN)** | N/A The Public Services Network (PSN) is the government’s secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: [**enter text**]**.** [**Delete if not relevant**] |
| **Personal Data and** **Data Subjects** | Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: [**Delete as appropriate**] Annex 1, Annex 2 |

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.

P A

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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12. 2.2 The Buyer provided an Order Form for Services to the Supplier.

P A

|  |  |  |
| --- | --- | --- |
| **Signed**  | Connect Internet Solutions Ltd  | Cabinet Office |
| **Name**  | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Title**  | Managing Director  | Head of Commercial |
| **Signature** | **REDACTED TEXT under FOIA Section 40, Personal Information** | **REDACTED TEXT under FOIA Section 40, Personal Information** |
| **Date**  | 1st September 2021  | 1st September 2021 |

Schedule 1: Services

[To be added in agreement between the Buyer and Supplier, and will be G-Cloud Services the Supplier is capable of providing through the Digital Marketplace.]

IPA requirements:

The Infrastructure and Projects Authority has identified the need for an online space that can act as a definitive resource and base for communication among the varied sectors working to deliver projects.

To meet IPA’s requirements, the platform must satisfy three separate elements:

» Government Project Delivery Framework: the frameworks area will provide all relevant documentation, guidance, and progress information on the development and lifecycle of a project

P A

» Academy: a virtual learning hub, providing access to skills development, assessment and accreditation

» Community: social tools that promote the distribution of information and encourage better connectivity between and within communities.

By incorporating the academy and community aspects with the recently launched GPDF, a single online access point will be cost-effective, better connected, and more secure. It should also provide:

» A secure registration process accessible across government departments

» Simple navigation for quick access to information

» A depository for organisational knowledge, guides, and policies

» Document sharing

» Search functionality

» Communication tools, to by tailored for each community hub

» Media compatibility

» Live stream integration

» Links to GOST

» Searchable skills catalogue

» Personalised favourite pages

» Individual page update notifications

» Discussions, news, blogs, jobs, events

» Like, comment and share options

» Content linked to owners

P A

» Key Performance Indicators (KPIs)

» Support for future integrations of third-party systems

» User profiles that are easily edited, including mentor field

» An attractive and professional design with flexible layouts that can adapt to changing priorities

» Platform management roles that can be customised with administrative responsibilities

» Analytics data and usage reports

» Accessible for all and responsive to a range of devices and browsers

**Number of Users**

Although user participation may not reach 100%, the platform must have capacity for registered users ranging in numbers from a total of 14,000 to 20,000, and concurrent usage of up to 5,000 users.

Performance will be tracked over time to identify any need for future service scaling; scalability options are available in the future. **Timescales**

IPA would like a minimum viable product to be available for launch in October 2021, with further functionality to be added in time for a secondary deadline of March 2022.

**Solution**

With Connect having successfully implemented the OneFinance platform for Ministry of Justice and Online Delivery Profession platform for HMRC, we are confident that our Hivetalk Intranet is an ideal solution.

P A

We believe Hivetalk is the ideal choice to support all aspects of project delivery whilst building connections between the communities involved. The system we propose can be accessed by thousands of users across government departments as a means of tracking progress and achieving the multi disciplinary communication required of large-scale projects.

**Platform Access**

All platform users will have access to everything on the site with the exception of separate private areas for each community hub. Solution Overview

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

P A

Costs

**REDACTED TEXT under FOIA Section 43, Commercial Interests**

P

A

|  |
| --- |
| **REDACTED TEXT under FOIA Section 43, Commercial Interests** |

P

A

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:

● [**Enter text]**

● [**Enter text**]

● [**Enter text**]

P A

PA

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, provided that 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)

● 8.6 (Relationship)

● 8.9 to 8.11 (Entire agreement)

P A

● 8.12 (Law and jurisdiction)

● 8.13 to 8.14 (Legislative change)

● 8.15 to 8.19 (Bribery and corruption)

● 8.20 to 8.29 (Freedom of Information Act)

● 8.30 to 8.31 (Promoting tax compliance)

● 8.32 to 8.33 (Official Secrets Act)

● 8.34 to 8.37 (Transfer and subcontracting)

● 8.40 to 8.43 (Complaints handling and resolution)

● 8.44 to 8.50 (Conflicts of interest and ethical walls)

● 8.51 to 8.53 (Publicity and branding)

● 8.54 to 8.56 (Equality and diversity)

● 8.59 to 8.60 (Data protection

● 8.64 to 8.65 (Severability)

● 8.66 to 8.69 (Managing disputes and Mediation)

● 8.80 to 8.88 (Confidentiality)

● 8.89 to 8.90 (Waiver and cumulative remedies)

● 8.91 to 8.101 (Corporate Social Responsibility)

● paragraphs 1 to 10 of the Framework Agreement glossary and interpretation

● any audit provisions from the Framework Agreement set out by the Buyer in the Order Form

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the ‘Framework Agreement’ will be a reference to the ‘Call-Off Contract’

2.2.2 a reference to ‘CCS’ will be a reference to ‘the Buyer’

2.2.3 a reference to the ‘Parties’ and a ‘Party’ will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 4 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause ‘XX’, where ‘XX’ is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

P A

3. Supply of services

3.1 The Supplier agrees to supply the G-Cloud Services and any Additional Services under the terms of the Call-Off Contract and the Supplier’s Application.

3.2 The Supplier undertakes that each G-Cloud Service will meet the Buyer’s acceptance criteria, as defined in the Order Form. 4. Supplier staff

4.1 The Supplier Staff must:

4.1.1 be appropriately experienced, qualified and trained to supply the Services

4.1.2 apply all due skill, care and diligence in faithfully performing those duties

4.1.3 obey all lawful instructions and reasonable directions of the Buyer and provide the Services to the reasonable satisfaction of the Buyer 4.1.4 respond to any enquiries about the Services as soon as reasonably possible

4.1.5 complete any necessary Supplier Staff vetting as specified by the Buyer

4.2 The Supplier must retain overall control of the Supplier Staff so that they are not considered to be employees, workers, agents or contractors of the Buyer.

4.3 The Supplier may substitute any Supplier Staff as long as they have the equivalent experience and qualifications to the substituted staff member.

4.4 The Buyer may conduct IR35 Assessments using the ESI tool to assess whether the Supplier’s engagement under the Call-Off Contract is Inside or Outside IR35.

4.5 The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.

P A

4.6 The Buyer may need the Supplier to complete an Indicative Test using the ESI tool before the Start date or at any time during the provision of Services to provide a preliminary view of whether the Services are being delivered Inside or Outside IR35. If the Supplier has completed the Indicative Test, it must download and provide a copy of the PDF with the 14-digit ESI reference number from the summary outcome screen and promptly provide a copy to the Buyer.

4.7 If the Indicative Test indicates the delivery of the Services could potentially be Inside IR35, the Supplier must provide the Buyer with all relevant information needed to enable the Buyer to conduct its own IR35 Assessment.

4.8 If it is determined by the Buyer that the Supplier is Outside IR35, the Buyer will provide the ESI reference number and a copy of the PDF to the Supplier.

5. Due diligence

5.1 Both Parties agree that when entering into a Call-Off Contract they:

5.1.1 have made their own enquiries and are satisfied by the accuracy of any information supplied by the other Party 5.1.2 are confident that they can fulfil their obligations according to the Call-Off Contract terms

5.1.3 have raised all due diligence questions before signing the Call-Off Contract

5.1.4 have entered into the Call-Off Contract relying on its own due diligence

6. Business continuity and disaster recovery

6.1 The Supplier will have a clear business continuity and disaster recovery plan in their service descriptions.

6.2 The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier when required. 6.3 If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.

P A