



Department for  
Communities and  
Local Government

## Lot 4: Specialist Cloud Services G-Cloud Order Form

<b>Date</b>	27 July 2015	<b>Order Reference</b>	CPD4116005
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### FROM:

<b>Customer</b>	Secretary of State for the Department for Communities and Local Government "Customer"		
<b>Customer's Address</b>	2 Marsham Street London SW1P 4DF		
<b>Invoice Address</b>	CIP Team 4th Floor, High Trees, Hillfield Road Hemel Hempstead, Herts HP2 4XN United Kingdom Tel: 0303 4442300 email: SAP.Helpdesk@communities.gsi.gov.uk		
<b>Principal Contact</b>	Name:		
	Address		don, SW1P
	4DF		
	Phone:		
	e-mail:		

TO:

Supplier	Medley Business Solutions Ltd "Supplier"
Supplier's Address	Tyting Corner, White Lane, Guildford, GU4 8PR
Account Manager	Name: Address: Phone: e-mail:

<b>1. TERM</b>
<b>1.1 Commencement Date</b> This Call-Off Agreement commences on: <i>23/07/2015</i>
<b>1.2 Expiry Date</b> This Call-Off Agreement shall expire as per below:
1.2.1 <i>30/09/2015</i> or
1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.
<b>1.3 Services Requirements</b>
1.3.1 This Order is for the G-Cloud Services outlined below. It is acknowledged by the Parties that the volume of the G-Cloud Services utilized by the Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.
1.3.2 G-Cloud Services The Ordered G-Cloud Services are in accordance with G-Cloud Service ID <b>4.G4.0332.203</b> The deliverables applicable to the Ordered G-Cloud Services are as provided at section 12.1 of this Order Form. G-Cloud Lot 4 (Specialist Cloud Services) applies to this Order. The maximum value of this Contract shall be

<b>PRINCIPAL LOCATIONS</b>
<b>2.1 Principal locations where the services are being performed</b> Department for Communities and Local Government, 2 Marsham Street, London, SW1P 4DF or the Supplier's site as may be agreed as expedient from time to time for performance of the Ordered G-Cloud Services.

### **3. STANDARDS**

#### **3.1 Quality Standards**

All data provided to the Customer to be complete and fit for purpose.

#### **3.2 Technical Standards**

All data provided to the Customer to be complete and fit for purpose.

### **4. ONBOARDING**

#### **4.1 On-boarding**

The Supplier will be supported in ensuring they have the access and support to deliver the G-Cloud Ordered Services.

### **5. CUSTOMER RESPONSIBILITIES**

#### **5.1 Customer's Responsibilities**

Arrangement of security clearance(s) and site access as required by the Supplier.

Arrange access to technology and resources required by the Supplier, and as agreed with the Customer, throughout the term of the Call-Off Agreement.

Provide structured induction for individuals to allow them to operate within the context of DCLG.

#### **5.2 Customer's Equipment**

*Not Applicable*

### **6. PAYMENT**

#### **6.1 Payment profile and method of payment**

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile and method of payment (e.g. Government Procurement Card (GPC) or BACS).

The total Charge represented by this Call-Off Agreement for the Ordered G-Cloud Services is  
€-VAT.

The payment method is BACS (Bankers Automated Clearance Service).

Indicate preferred payment profile by selecting one from:

6.1.1 Monthly in arrears.

6.1.2 [Not used].

#### **6.2 Invoice format**

The Supplier shall issue electronic invoices monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2 and the provisions of this Call-Off Agreement.

<b>7. DISPUTE RESOLUTION</b>
<b>7.1 Level of Representative to whom disputes should be escalated to:</b> DCLG Chief Information Officer
<b>7.2 Mediation Provider</b> Centre for Effective Dispute Resolution.

<b>8. LIABILITY</b>
<b>Subject to the provisions of CO-11 'Liability' of the Call-Off Agreement:</b>
8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed one million pounds sterling (£1,000,000)
8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed one million pounds sterling (£1,000,000).
8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed one hundred thousand pounds sterling (£100,000).

<b>9. INSURANCE</b>
<b>9.1 Minimum Insurance Period</b> Six (6) Years following the expiration or earlier termination of this Call-Off Agreement.
<b>9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing, the Supplier shall ensure that:</b> <ul style="list-style-type: none"> <li>- professional indemnity insurance is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;</li> <li>- 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.</li> </ul>

<b>10. TERMINATION</b>
<b>10.1 Undisputed Sums Time Period</b> At least ninety (90) Working Days of the date of the written notice specified in CO-9.4 of the Call-Off Agreement.
<b>10.2 Termination Without Cause</b> At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

## 11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

## 12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

### 12.1 Implementation Plan and Milestones (including dates for completion)

12.1.1 The Implementation Plan and associated milestones are provided in the attached document below.

12.1.2 If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the Services.

12.1.3 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

12.1.4 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.1.5 Changes to the milestones shall only be made in accordance with the Change Control Procedure and provided that the Supplier shall not attempt to postpone any of the milestones using the Change Control Procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).



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## 13. COLLABORATION AGREEMENT

In accordance with Clause CO-20 of this Contract, the Customer does not require the Supplier to enter into a Collaboration Agreement.

**BY SIGNING AND RETURNING THIS ORDER FORM THE SUPPLIER AGREES** to enter a legally binding contract with the Customer to provide the G-Cloud Services. The Parties hereby acknowledge and agree that they have read the Call-Off Terms and the Order Form and by signing below agree to be bound by the terms of this Call-Off Agreement.

**For and on behalf of the Supplier:**

Name and Title	
Position	
Signature	
Date	27 July 2015

For and on behalf of the Customer:

Name and Title	Mr
Position	Proc
Signature	
Date	28 July 2015