



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

<i>G-Cloud 12 Call-Off Contract</i>	1
Part A: Order Form	2

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	645228494833247
Call-Off Contract reference	██████████
Call-Off Contract title	ServiceNow Subscription Product
Call-Off Contract description	<p>The following ServiceNow Subscription Products are required to support IT Service Management capabilities for ARP, ARP's Service Partner, and NHS Ambulance Trusts in England, Scotland, and Wales:</p> <ol style="list-style-type: none">1. ITSM Fulfiller Licences (x70)2. Business Stakeholder User Licences (x35)3. Non-Production Instances (x3)4. Production Instances5. Integration Hub Starter (x1)6. Agile Team Module (x1)7. Impact transition (x1)
Start date	1 September 2022
Expiry date	31 August 2024
Call-Off Contract value	£300,000.00
Charging method	████████████████████

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	<div></div> <div></div> <div></div> <div></div>
To the Supplier	Unifi 1 Poultry London United Kingdom EC2R 8EJ
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: National Director

Name:

Email:

Phone:

For the Supplier:

Title: Director

Name:

Email:

Phone:

Call-Off Contract term

Start date	<p>This Call-Off Contract Starts on 1 September 2022 and is valid for 24 months.</p> <p>[The date and number of days or months is subject to clause 1.2 in Part B below.]</p>
Ending (termination)	<p>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).</p> <p>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>
Extension period	<p>This Call-off Contract can be extended by the Buyer for period(s) of 24 months each, by giving the Supplier 30 days written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</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> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</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> <ul style="list-style-type: none"> • Lot 2: Cloud software
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> <p>ServiceNow Subscription Products and guidance on product optimisation.</p>
Additional Services	N/A
Location	<p>The Services will be delivered remotely, however, the Customer may reasonably request that meetings occur with the Supplier at a location to be agreed to with the Supplier.</p>
Quality standards	<p>The quality standards required for this Call-Off Contract are</p> <ul style="list-style-type: none"> • ISO 27001 • SSAE 16 SOC 1 Type 1 • SSAE 16 SOC 1 Type 2 • SSAE 16 SOC 2 Type 1 • FISMA • FedRAMP • FDA Quality Management System
Technical standards:	N/A
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract (between ServiceNow and ARP) in line with the Customer Support Addendum is below.</p> <p>Scope</p> <p>Customer support is provided to resolve defects causing a nonconformity in the Subscription Service as compared to the Product Overview (“Customer Support”). A resolution to a defect may consist of a fix, workaround, or other relief, as ServiceNow deems reasonable.</p>

	<p>Customer Support does not include performing the following:</p> <ul style="list-style-type: none"> • implementation, configuration, integration or customization services; • training or assistance with administrative functions; • resolving immaterial defects or defects due to modifications of the Subscription Service made by any person other than ServiceNow or a person acting at ServiceNow's direction; or • resolving defects on any instance of the Subscription Service not in conformance with Section 3 (Upgrades and Updates). <p>Access</p> <p>Customer Support is available 24 hours a day, 7 days a week, including all holidays by phone as indicated at http://servicenow.com/support/contact-support.html or via the support portal https://hi.service-now.com/ ("Support Portal").</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is for the Supplier to act as the ServiceNow Elite Partner on behalf of the Ambulance Radio Programme, following the termination of the existing contract with the incumbent supplier.</p>
Offboarding	<p>As per Clause 18 of this Call-Off Contract.</p>
Limit on Parties' liability	<p>The annual total liability for Customer Data Defaults will not exceed £250,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other Defaults will not exceed the greater of £250,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</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 30 consecutive days. Force Majeure Events shall be managed as per clause 23.1 in Part B below.</p>
Audit	<p>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</p>
Buyer's responsibilities	<p>The Buyer is responsible for agreeing licence types and volumes in line with future demand changes.</p>

Supplier's information

Subcontractors or partners	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
-----------------------------------	---

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 via invoice . All invoices must have a valid Purchase Order number.
Payment profile	The payment profile for this Call-Off Contract is quarterly in arrears.
Invoice details	The Supplier will issue electronic invoices quarterly in arrears. The Customer shall pay all valid and undisputed invoices within 30 days of receipt.
Who and where to send invoices to	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
Invoice information required	<p>All invoices must include a Purchase Order number, Supplier Company Number, the period of Subscription Product coverage, the total invoice charges, total invoice tax charges, total charges inclusive of tax, and a Unique Invoice reference. The Subscription Products are to itemised line-by-line detailing the:</p> <ol style="list-style-type: none"> 1. Subscription Product description, 2. Subscription Product ID reference, 3. Quantity of subscription products 4. Unit costs 5. total charges per subscription product
Invoice frequency	Invoice will be sent to the Buyer quarterly.
Call-Off Contract value	The total value of this Call-Off Contract shall not exceed £300,000.00 . Any increase to the value of the contract shall be subject to the Variation process outlined in Call-Off Contract clause 32.

Call-Off Contract charges	<div></div> <div></div> <div></div> <div></div> <div></div>
---------------------------	---

Additional Buyer terms

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 (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.

Signed	Supplier Signature:	Buyer Signature:
Name	<div></div>	<div></div>
Title	<div></div>	<div></div>
Signature	<div></div> <div></div> <div></div> <div></div>	<div></div>

Date		
------	--	--