



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

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## 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.

<b>Digital Marketplace service ID number</b>	415966967568724
<b>Call-Off Contract reference</b>	C70971
<b>Call-Off Contract title</b>	SAS Managed Service and Technical Consultancy
<b>Call-Off Contract description</b>	<p>This contract requirement includes:</p> <ul style="list-style-type: none"><li>• Incident and problem support on demand, during business hours</li><li>• Planned and agreed maintenance activities for both the live and DR environments, including version re-release management</li><li>• Service wrap, including point of contact for requests/incidents, contract management, service review and improvement planning</li><li>• Option for consultancy and project development/implementation for requirements outside of BAU. This could potentially include transition activities away from SAS.</li><li>• Option for analytical process optimisation consultancy, including support for migration of SAS or other legacy processes to SparkSQL/PySpark and with particular expertise in Reproducible Analytical Pipelines</li><li>• Training</li></ul> <p>Also see tender full requirements.</p>
<b>Start date</b>	1 <sup>st</sup> June 2022
<b>Expiry date</b>	31 <sup>ST</sup> May 2023
<b>Call-Off Contract value</b>	£1,728,910.00 (Exc VAT)

<b>Charging method</b>	<ul style="list-style-type: none"> <li>• Upfront Annual Invoices for SAS ON Demand support, maintenance and wrap around service payment via BACS</li> <li>• Monthly Invoice in arrears for Consultancy &amp; Training.</li> </ul>
<b>Purchase order number</b>	To be provided electronically following contract signature.

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.

<b>From the Buyer</b>	Health & Social Care Information Centre (known as NHS Digital)  7 - 8 Wellington Place Leeds,  West Yorkshire Leeds  LS1 4AP
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## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on 1st June 2022 and is valid for an initial 12 months with the option to extend 2 x12 months.
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> 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 <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 2 period (s) of upto 12 months each, by giving the Supplier 3 months 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>

## 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>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"><li>• Lot 3: Cloud support</li></ul>
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<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• Application Development-Design, build and maintenance of web application with SAS technologies.</li> </ul>
<b>Additional Services</b>	<ul style="list-style-type: none"> <li>• SAS Managed Service Support</li> <li>• SAS Software Consultancy Services</li> <li>• SAS Software Training</li> </ul> <p>All included in the price in Schedule 1</p>
<b>Location</b>	<p>The Services will be delivered to the Buyers site at</p> <p>7 - 8 Wellington Place Leeds, West Yorkshire Leeds</p> <p>LS1 4AP, and the Suppliers offices at The Old School Hall, Wesley Walk, Witney, OX28 6ZJ, or such other sites as may be agreed, between the parties , as expedient from time to time for performance of the services.</p>
<b>Quality standards</b>	<p>No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description</p>
<b>Technical standards:</b>	<p>No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description.</p>

<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are those described in Schedule 1 to this Call-Off Contract.
<b>Onboarding</b>	Not Applicable
<b>Offboarding</b>	Not Applicable
<b>Collaboration agreement</b>	Not Applicable

<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property Defaults will not exceed £750,000 and (B) thereafter 125% of the actual amount paid or payable under this Call-Off Contract during the 12 months preceding the claims)</p> <p>The annual total liability for Buyer Data Defaults will not exceed £750,000 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 £750,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <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>• public and products liability insurance with a minimum limit of £2 million or any higher minimum limit required by law</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 of indemnity of £1,000,000 for each individual claim or any higher limit the Buyer requires (and as required by Law</li> <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>	<p>For the avoidance of doubt, the COVID-19 pandemic shall not constitute a Force Majeure Event under the terms of this Call-Off Contract.</p> <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 20 consecutive days.</p>

<b>Audit</b>	The Buyer shall have the same audit rights as CCS under the Framework Agreement. Therefore Clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated into this Call-Off Contract, with required amendments made to change the defined terms from 'CCS' to 'Buyer'.
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> <li>• Providing access to Buyer personal, stakeholders, suppliers and existing artefacts where the Supplier requires these to deliver the Services.</li> <li>• Confirming security clearance and site access as required by the Supplier.</li> <li>• Arranging access to Buyer systems and shared desks where the Buyer Requires the Supplier to work within Buyer premises.</li> <li>• Providing structured induction for individuals to allow them to operate within the context of the Buyer.</li> </ul>
<b>Buyer's equipment</b>	Not applicable

### Supplier's information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners.</p> <p>Not applicable</p>
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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>	<p>In consideration of the provision of the services, the Buyer shall pay the Charges calculated on time and materials basis in accordance with the rates set out in Schedule 1, subject to the maximum amount agreed under each separate Statement of Work ("Maximum Amount"), and such Maximum Amount shall not be exceeded unless authorised in writing by the Buyer in advance. The Supplier will notify the Buyer as soon as reasonably practicable after becoming aware that it will be necessary to exceed the Maximum Amount in order to complete a Statement of Work.</p> <p>Any Service in respect of which the Charges exceed the Maximum Amount shall be subject to a further separate Statement of Work or a contract variation to the existing Statement of Work(s). The Supplier shall be under no obligation, and have no liability, to continue to provide the Services under a Statement of Work once the value of the Charges has reached the Maximum Amount (s) under a specific Statement of Work.</p> <p>The payment profile for this Call-Off Contract is a mixture of annual and monthly invoice as stated on the Call-off Contract Charges breakdown below.</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices annually. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice</p> <p>In consideration of the supply of Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after Receipt of a valid and undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract withhold or reduce payments in the event of unsatisfactory performance.</p>

	<p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>
<p><b>Who and where to send invoices to</b></p>	<p><b>If invoices to be sent to NHSD then below wording will suffice:</b></p> <p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at <a href="mailto:financialaccounts@nhs.net">financialaccounts@nhs.net</a></p> <p>Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; <a href="mailto:sbs.apinvoicing@nhs.net">sbs.apinvoicing@nhs.net</a> (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p>
<p><b>Invoice information required</b></p>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
<p><b>Invoice frequency</b></p>	<p>Invoice will be sent to the Buyer monthly in arrears for the following</p> <ul style="list-style-type: none"> <li>• On demand on a T&amp;M basis, and would be payable according to terms agreed during SOW development.</li> </ul>

	<ul style="list-style-type: none"> <li>Consultancy is likely to be a monthly invoice, for training it's likely to be a single invoice to cover the cost of the training package.</li> </ul> <p>For Upfront fees:</p> <ul style="list-style-type: none"> <li>SAS support, maintenance and service wrap element of the service is fixed cost and the annual cos will be paid upfront.</li> </ul>
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £1,728,910.00 (Exc VAT)
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is provided in Schedule 1</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</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>Any target implementation plan and/or target milestone (s) shall be specified in the relevant Statement of Work.</li> </ul>
<b>Guarantee</b>	<p>This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.</p> <p>The Buyer does not require a Guarantee.</p>
<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that:</p> <p><b>No additional warranties and representations.</b></p>



<p><b>Supplemental requirements in addition to the Call-Off terms</b></p>	<ol style="list-style-type: none"> <li>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements: <ol style="list-style-type: none"> <li>1.1 The Buyer shall be entitled, free of charge, to sub licence the software to any contractor and/or Subcontractor of the Buyer who is working towards and/or is providing services to the Buyer.</li> <li>1.2 The Buyer's role as national information and technology partner to the NHS and social care bodies involves the Buyer buying services for or on behalf of the NHS and social care entities. Nothing in the licences for any of the software shall have the effect of restricting the Buyer from discharging its role as the national information and technology partner for the health and care system which includes the ability of the Buyer to offer software and services to the NHS and social care entities. Specifically, any software licensing clause prohibiting 'white labelling', 'provision of outsourcing services' or similar, shall not be interpreted as prohibiting the Buyer's services.</li> <li>1.3 The Buyer shall be entitled to deploy the software at any location from which the Buyer and/or any contractor and/or Subcontractor of the Buyer is undertaking services pursuant to which the software is being licenced.</li> <li>1.4 Any software licenced to the Buyer on a named user basis shall permit the transfer from one user to another user, free of charge provided that the Supplier is notified of the same (including without limitation to a named user who is a contractor and/or Subcontractor of the Buyer).</li> <li>1.5 The Supplier shall ensure that the Buyer shall be entitled to assign or novate all or any of the software licences free of charge to any other central government entity, by giving the licensor prior written notice.</li> <li>1.6 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-</li> </ol> </li> </ol>
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	<p>party remote access to the software or systems of the Buyer.</p> <p>1.7 Where the Supplier is responsible for the calculation of the appropriate number of users for software, and it is later shown there is a shortfall of licences, the Supplier shall be responsible for all costs of the Buyer.</p>				
<b>Alternative clauses</b>	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply: Not applicable</p>				
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</p> <table border="1"> <tr> <td><b>Central Government Body</b></td><td> <p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p> </td></tr> <tr> <td><b>CSR Laws</b></td><td> <p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015,</p> </td></tr> </table>	<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>	<b>CSR Laws</b>	<p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015,</p>
<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>				
<b>CSR Laws</b>	<p>means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015,</p>				

		the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
	<b>CSR Policies</b>	means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and " <b>CSR Policy</b> " shall mean any one of them;
	<b>Cyber Security Requirements</b>	means:  a) compliance with the DSP Toolkit or any replacement of the same;  b) <i>[NHS Digital to identify any other compulsory requirements and list them here]</i> ; and  c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;
	<b>DSP Toolkit</b>	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;