



Crown Commercial Service

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
Schedule 7: GDPR Information	68

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	367399163246738
Call-Off Contract reference	C48591
Call-Off Contract title	Slack Enterprise Grid Services
Call-Off Contract description	Slack paid subscription & multiple workspaces for various NHS Digital teams. Software as a service.
Start date	30 October 2021
Expiry date	29 October 2022
Call-Off Contract value	Initial Contract Value: £414,000.00 (ex. VAT)
Charging method	Annual Invoices, payment via BACS
Purchase order number	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.

From the Buyer	Buyer's main address: Health & Social Care Information Centre (known as NHS Digital) 7 - 8 Wellington Place Leeds, West Yorkshire Leeds LS1 4AP
To the Supplier	Suppliers Address: Slack Technologies Limited [REDACTED] One Park Place Upper Hatch Street Dublin Ireland Company number: 558379
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 30 October 2021 and is valid for an initial 12 months with the option to extend for another 12 months.
Ending (termination)	The notice period needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause, provided that for Ending without cause, Charges paid or payable to the Supplier are non-refundable and non-cancellable.
Extension period	<p>This Call-Off Contract can be extended by the Buyer for a period of 12 months, by giving the Supplier 10 days written notice before its expiry.</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.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <p>Lot 2 - Cloud software – Software as a service (SaaS)</p>
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> <ul style="list-style-type: none"> • [REDACTED] on Slack paid Enterprise Grid Services & multiple workspaces for various NHS Digital teams. Breakdown of estimated annual usage for year 1 is detailed in Schedule 2 – Call-Off Contract Charges.
Additional Services	Not applicable
Location	<p>The Services will be delivered electronically to the Buyer.</p> <p>Software licences will be delivered electronically to: ictprocurement@nhs.net</p>
Quality standards	No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description

Technical standards:	No additional standards to those outlined elsewhere in the framework Agreement, Call-Off Contract, or the G cloud Service Description
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are fully described in the Supplier's G-Cloud Service Definition.
Onboarding	The onboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering.
Offboarding	The offboarding plan for this Call-Off Contract is as described in the Supplier's G-Cloud Service Offering.
Collaboration agreement	Not Applicable
Limit on Parties' liability	<p>The annual total liability of either Party for all Property defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>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.</p>

	<p>The annual total liability for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>In no event will the total liability of the combined above-described caps exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 3 years following the expiration or Ending of this Call-Off Contract in respect of: <ul style="list-style-type: none"> • Errors and Omissions Liability insurance (which includes Cyber-Risk Liability insurance) covering negligent acts and omissions in connection with the Services, with a minimum limit of £1,000,000 or any higher minimum limit required by Law. • a minimum insurance period of 1 year following the expiration or Ending of this Call-Off Contract in respect of: <ul style="list-style-type: none"> ● Public liability insurance with a minimum limit of £1,000,000 or any higher minimum limit required by Law. ● 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>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>
Audit	<p>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'.</p>
Buyer's responsibilities	<p>The Buyer is responsible for compliance with the 'Slack Additional Terms Description, July 2020' as provided for in Slack's G-Cloud offering, including but not limited to:</p> <ul style="list-style-type: none"> • Providing all suitable information required for the Supplier to deliver the Call-Off Contract • Providing infrastructure technical assistance when required • Appointing a Project Manager, who shall have the authority to approve matters in relation to the services and implementation project <p>The Buyer shall only permit the Users to Use the Services and only in accordance with the express terms of this Agreement. The Buyer shall not permit any other persons to Use the Services unless the Buyer has obtained prior written consent from the Supplier. All Users must be over sixteen years of age.</p>
Buyer's equipment	None

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners: Not applicable.
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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.

Payment method	The payment method for this Call-Off Contract is BACS transfer.
Payment profile	The payment profile for this Call-Off Contract is Annually.
Invoice details	The Supplier will issue electronic invoices annually. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at financialaccounts@nhs.net.</p> <p>Invoices should clearly quote the purchase order number (where same has been provided to Supplier by Buyer), 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; sbs.apinvoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb or alternatively invoices can be sent via post to the above address.</p>
Invoice information required	<p>All invoices must include:</p> <ul style="list-style-type: none"> • Current Purchase Order Number, once provided by the Buyer • Date • Addresses (Buyer & Supplier)

	<ul style="list-style-type: none"> • Supplier name and contact details • Remittance & payment bank account details • Description of the charges • Volume of the charges • Unit cost of the charges
Invoice frequency	Invoice will be sent to the Buyer annually.
Call-Off Contract value	The total value of this Call-Off Contract is £414,000.00 (ex VAT)
Call-Off Contract charges	<p>As set out in Schedule 2 the breakdown of the Charges is [REDACTED] based on the Buyer's minimum user requirements.</p> <ul style="list-style-type: none"> • Call Off minimum user requirement is [REDACTED].

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • Offboarding Plan as per the G-Cloud Service Offering
Guarantee	Not Applicable

Warranties, representations	No additional warranties or representations.
Supplemental requirements in addition to the Call-Off terms	<ol style="list-style-type: none"> 1. In accordance with the Slack “Usage Restrictions” set out in the incorporated Slack Master Subscription Agreement, the Buyer is entitled to grant access to the Services and provision Authorized Users on a workspace, to any Affiliate, third party, contractor and/or subcontractor of the Buyer. For clarity, reference to “Authorized Users” and “Affiliate” shall be as per the definition in the Slack Master Subscription Agreement. 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 Call-Off Contract 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.
Alternative clauses	<p>These Alternative Clauses, which have been selected from Schedule 4, will apply:</p> <p>Not applicable</p>
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>Within the scope of the Call-Off Contract, the Buyer accepts the addition of the following Supplier clause:</p> <p>The Buyer wishes to avail of the Slack Enterprise Grid plan, which is offered only on an enterprise license agreement (“ELA”), which is paid in full 12 months in advance. The Buyer acknowledges and agrees that Enterprise Grid is not available on Slack’s Fair Billing Policy and Buyer’s Price per Authorised User is as set out in Schedule 2 below and based on Buyer’s minimum user requirements.</p> <p>Subject to the terms of this Order Form, and in exchange for payment of the flat fee, the Buyer may add an unlimited number of users during the term of this agreement. The Supplier</p>

calculates the flat fee based on the Buyer's good faith estimate of the minimum expected user numbers within the Slack workspace(s) identified during the applicable order period. If the Buyer is acquired by a third party or wishes to consolidate multiple teams into one centrally managed team during the term of this Order Form, then the Buyer may request that the parties work together to execute a replacement Order Form that adjusts the fee to account for higher projections of user numbers. The Buyer acknowledges and agrees that as the Supplier's Enterprise Grid plan is provided only on an ELA basis, fees are non-cancellable and no refund or service credits will be made available if the Buyer's use drops below its expected minimum usage level.

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):

Central Government Body	<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>
CSR Laws	<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, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive</p>

		2012/27/EU, from time to time in force;
	CSR Policies	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 " CSR Policy " shall mean any one of them;
	Cyber Security Requirements	means: a) compliance with the DSP Toolkit or any replacement of the same; and b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;
	DSP Toolkit	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 https://www.dsptoolkit.nhs.uk/ , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	General Change in Law	means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially

		amend, replace or supersede any existing Law;
	Law	means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State);
	Master Subscription Agreement and MSA	means the Supplier's Master Subscription Agreement, as contained in the 'Slack Additional Terms Description, July 2020' and incorporated under Annex 2 of Schedule 8 of this Call-Off Contract;
	Purchase Order	means the Buyer's unique number relating to the supply of the Services;
	Receipt	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;

Unavoidable Losses	<p>means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;</p>
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- 1) Clause 11.2 of the Call-Off terms shall be deleted in its entirety and replaced with the following new Clause 11.2:

11.2A All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.

11.2B The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.

11.2C The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.2B and 11.3.

11.2D Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.2A in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.

- 2) Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.2 and 18.3:

18.2 The Parties agree that the:

- Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type