

FRAMEWORK SCHEDULE 2

ORDER FORM AND CALL-OFF "OVERLAY" TERMS

Part 1: Order Form

Date	18 January 2016	Order Reference	CQC ISD-JB-180116B
			Sapient Ref

FROM:

Customer	Care Quality Commission	"Customer"
Customer's Address	Finsbury Tower 103-105 Bunhill Row London EC1Y 8TG	
Invoice Address	CARE QUALITY COMMISSION T70 PAYABLES F175 PHOENIX HOUSE TOPCLIFFE LANE WAKEFIELD WF3 1WE	
Principal Contact	Name: James Boyle Address: Finsbury Tower, 103-105 Bunhill Row, London, EC1Y 8TG Phone: 07789875489 e-mail: james.boyle@cqc.org.uk	

TO:

Supplier	Sapient	"Supplier"
Supplier's Address	Eden House, 8 Spital Square, London E1 6DU	

Account Manager	Name: Manpreet Brar Address: Eden House, 8 Spital Square, London E1 6DU Phone: desk +44 (0) 207 953 3508 mobile +44 (0) 776 399 6319 e-mail: manpreet.brar@sapient.com Fax: N/A
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1. TERM
(1.1) Commencement Date The Call-Off Agreement commences on: 1 February 2016
(1.2) Expiry Date This Call-Off Agreement shall expire on 11 April 2016 unless terminated earlier pursuant to Clause 4 of the Call-Off Agreement.
(1.3) SERVICES REQUIREMENTS
CRM Essential Changes - Release 32 ██████████ Testing is required between 1 February 2016 and 11 April 2016 to test CRM Essential Changes - Release 32. The testers should have change management experience in a lead role and technical skills consistent with SFIA Level 4. Testing activities requires the production of: <ul style="list-style-type: none"> • Understanding the changes, creation of Test data and Test scenarios. • Functional Testing of the CBI – RMTs on Open-UI and HI • Regression Testing due to the progression changes • Regression Testing due to defect fixes • Providing UAT Support • Testing on the Training Env • Production Preparation, Production day support and post Production support.

Schedule and duration

Testing Effort between 1 February 2016 and 11 April 2016

GBP 34125 excluding VAT

2. PRINCIPAL LOCATIONS

(2.1) Principal locations where the services are being performed

Care Quality Commission

Finsbury Tower
103-105 Bunhill Row
London
EC1Y 8TG

3. STANDARDS

Quality Standards

The provider shall meet specified quality standards.

Technical Standards

The provider shall meet specified technical standards.

4. Quality Management

The quality of delivery will be assessed by the appropriate CQC ISD manager and the business ensuring that the supplier has understood and met the business requirement.

5. CUSTOMER RESPONSIBILITIES

(5.1) Customer's Responsibilities

Shall be subject to mutual agreement between the parties from time to time in the course of projects that fall under this Call-off Agreement.

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 - BACS

Invoiced to the highlighted address monthly in arrears.

(6.2) Invoice format

The Supplier shall post invoices at the end of each month to the invoice address stated on page one. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice.

Please make sure the correct contact details are provided to CQC especially the email address as all purchase orders are emailed direct to supplier from NHS SBS system.

All invoices must include a valid purchase order number otherwise invoices will be rejected, delaying payment.

7. DISPUTE RESOLUTION

(7.1) Level of Representative to whom disputes should be escalated to:

Martin Pitcher
Finsbury Tower
103-105 Bunhill Row
London
EC1Y 8TG

(7.2) Mediation Provider Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause 9 of the Call-Off Agreement:

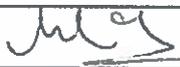
8.1 the annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party under or in connection with this Call-Off Agreement shall in no event exceed [£1 million].

8.2 the annual aggregate liability under this Call-Off Agreement of [either Party] for all defaults shall in no event exceed the greater of £100,000 and [/or one hundred and twenty five percent (125%)] per cent of the Charges payable by the Customer to the Supplier [in the Year in which the liability arises or any anniversary thereof in which the liability arises]/[during the Call-Off Agreement

Period.]
9. INSURANCE
9.1 Minimum Insurance Period [Six (6) Years following the expiration or earlier termination of this Call-Off Agreement]
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: <ul style="list-style-type: none"> - 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; - 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.
10. TERMINATION
10.1 Undisputed Sums Time Period At least ninety (90) Working Days of the date of the written notice specified in CO-9.4 of the Call Off-Contract
10.2 Termination Without Cause At least 30 (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Contract
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. ADDITIONAL AND/OR ALTERNATIVE CLAUSES
Supplemental requirements in addition to the Call-Off Terms

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	MANESH ANAND
Position	DIRECTOR
Signature	
Date	18/01/2016

For and on behalf of the Customer:

Name and Title	Mr Sean Boyle
Position	BSA + Testing Manager
Signature	
Date	18/01/16