

## Order Form to RM1557ix G-Cloud Service 9 Framework Agreement

This Order Form is between **Gartner UK Limited** of Tamesis, The Glanty, Egham, Surrey, TW20 9AW (the “**Supplier**”) and the **DEPARTMENT FOR EDUCATION** (the “**Buyer**”) of 53-55 BUTTS ROAD, EARLSDON PARK, BUTTS ROAD, COVENTRY, CV1 3BH. This Order Form shall be effective and expire on the dates set out in paragraph 1 to this Order Form below.

### 1. SERVICES REQUIREMENTS AND CHARGES

**Services** are the G-Cloud Services and Levels of Access for subscription-based research and related services purchased by the Buyer in the table below and described in the Service Definitions as set out in Schedule 2 of this Order Form. Service Names and Levels of Access are defined in the Service Definitions. The Supplier may periodically update the names and the deliverables for each G-Cloud Service. If the Buyer adds G-Cloud Services or upgrades the level of service or access, an additional Order Form will be required.

**Service Definitions** describe each G-Cloud Service purchased, specify the deliverables for each G-Cloud Service, and set forth any additional terms unique to a specific G-Cloud Service. Service Definitions for the G-Cloud Services purchased in this Order Form may be viewed and downloaded through the hyperlinks listed in Schedule 2 or below or may be attached to this Order Form in hard copy, and are incorporated by reference into this Order Form.

| <u>G-Cloud Service</u>  | <u>Lot Type</u> | <u>Level of Access</u> | <u>Number of Users</u> | <u>Name of User to be Licensed</u> | <u>Order Form Start Date</u> | <u>Order Form End Date</u> | <u>Annual Charge £</u> | <u>Total Charge £</u> |
|---|-----------------|------------------------|------------------------|------------------------------------|------------------------------|----------------------------|------------------------|-----------------------|
| Executive Programs Member (EPMEM)                               | 3               | Member                 | 1                      | Helen Walker                       | 01-SEP-2017                  | 31-AUG-2018                | 50,800                 | 50,800                |
| Gartner for IT Leaders — Individual Access Advisor (ADVROLINDV) | 3               | Advisor                | 1                      | Paul Martin                        | 01-SEP-2017                  | 31-AUG-2018                | 17,900                 | 17,900                |
|   |                 |                        |                        |                                    |                              |                            |                        |                       |
|   |                 |                        |                        |                                    | <b>Total Charges:</b>        | <b>(Excluding VAT)</b>     |                        | <b>68,700</b>         |
|   |                 |                        |                        |                                    |                              |                            |                        |                       |

### 2. LOCATION

Not applicable

### 3. QUALITY AND TECHNICAL STANDARDS

The Supplier shall deliver the G-Cloud Services outlined in this Order Form in accordance with the standards set out in the Service Definitions set out in Schedule 2 to this Order Form.

### 4. SERVICE LEVEL AGREEMENT

Not applicable

### 5. ONBOARDING AND OFFBOARDING

Not applicable

### 6. COLLABORATION AGREEMENT

Not applicable

### 7. LIMIT ON LIABILITY

The annual aggregate liability of either Party for all defaults (excluding breach of Intellectual Property Rights) shall in no event exceed 100% of the Charges payable by the Buyer to the Supplier during the Year in which the liability arises or any anniversary thereof.

### 8. INSURANCE

The Supplier shall comply with the terms of clause 9 of the Call-Off Contract.

### 9. FORCE MAJEURE

A Party may end the Order Form / Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.

### 10. AUDIT

The Buyer may request an audit within twelve (12) Months after the expiry or termination of the Call-Off Contract.

### 11. BUYER'S RESPONSIBILITIES

Buyer agrees to comply with the G-Cloud Services specific terms & conditions set out at Schedule 1 to this Order Form.

DS  
SP

DS  
HW

**12. BUYER'S EQUIPMENT**

Not applicable

**13. PAYMENT**

13.1 The Supplier shall issue an invoice to the Buyer in advance for the Charges for the G-Cloud Services (including any applicable discount but excluding VAT) in this Order Form as set out in paragraph 1 above.

13.2 The Buyer shall pay (via BACS) the Supplier within 30 calendar days of the date of a valid invoice, submitted in accordance with the provisions of this Order Form/Call-Off Contract.

**14. TERMINATION**

The G-Cloud Services outlined in this Order Form are for subscription-based research and related services and are invoiced by the Supplier in full upon receipt of this Order Form. The parties therefore agree that clause 18.1 of the Call-Off Contract shall not apply to this Order Form.

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

**AUTHORISATION**

DocuSigned by:  
**Buyer:**  
*Helen Walker*  
455DAC966F7A472...  
Signature/Date

Director, Digital

DocuSigned by:  
**Supplier:**  
*Stephen Prior*  
097D9D668442458...  
Signature/Date

Director

Director

Helen walker  
Print Name and Title

August 29, 2017

Stephen Prior  
Print Name and Title

August 23, 2017

**Schedule 1 – G-Cloud specific terms and conditions for Research Services:**

- A. The Buyer acknowledges that Gartner subscription-based research and related services (the “Services”) are invoiced in full upon receipt of order, are non-cancellable, and may be terminated only for material breach by either party, upon 30 days prior written notice, if the breach is not cured within the notice period. The Buyer agrees that this term will have precedence over clause 18.1 of the Call-Off Contract.
- B. Gartner owns and retains all rights to the Services not expressly granted to the Buyer. Only the individuals named in the Order Form (each a “Licensed User”) may access the Services. Each Licensed User will be issued a unique password, which may not be shared. The Buyer agrees to review and comply with the Usage Policy for Gartner Services (“*Gartner Usage Policy*”), which are accessible to all Licensed Users via the “Policies” section of gartner.com. Amongst other things, the Gartner Usage Policy describes how the Buyer may substitute Licensed Users, excerpt from and/or share Gartner research documents within the Buyer organisation, and quote or excerpt from the Services externally.
- C. The Buyer acknowledges that Gartner is in the business of researching and analysing information technology to provide its clients with industry best practices through its Services and agrees that Gartner may use Aggregate Data compiled from its interactions with the Licensed User(s) in its provision of similar Services to other clients. “Aggregate Data” is defined as information that may be based on or derived from Confidential Information, but that does not identify the Buyer, its personnel or any third party working with the Buyer or other source of that information.
- D. The Parties agree that for the purposes of this Order Form, the liability caps under clause 24 of the Call-Off Contract (excluding breach of Intellectual Property Rights) shall be limited to 100% of the fees paid under the relevant Order Form.
- E. The Services are provided on an “as is” basis, and Gartner expressly disclaims all warranties, express or implied, statutory or otherwise, including, without limitation, any implied warranties of merchantability or fitness for a particular purpose, and warranties as to accuracy, completeness or adequacy of information. The Buyer recognises the uncertainties inherent in any analysis or information that may be provided as part of the Services, and acknowledges that the Services are not a substitute for its own independent evaluation and analysis and should not be considered a recommendation to pursue any course of action. Gartner shall not be liable for any actions or decisions that the Buyer may take based on the Services or any information or data contained therein. The Buyer understands that it assumes the entire risk with respect to the use of the Services.
- F. By ordering the Services, Gartner and Buyer will each comply with the United Kingdom Data Protection Act 1998 and any subordinate legislation passed under that Act and with any other applicable data privacy legislation in force. The Buyer agrees that Gartner may transfer Buyer Personal Data outside of the European Economic Area (“EEA”) to its parent company, Gartner Inc, whose servers are based in the United States of America. Where the provision of Services require the transfer of personal data from the EEA to countries outside the EEA, Gartner has in place with its affiliates, the European Commission approved Standard Contractual Clauses (“Standard Contractual Clauses”) for transferring data outside of the EEA.



**Schedule 2 – Service Definitions**

A. Service Definitions can be found attached:

|  |                 |   |
|--|-----------------|---|
| <b>Executive Programs Member<br/>(EPMEM)</b>                                   | 300937112197200 | <a href="https://assets.digitalmarketplace.service.gov.uk/g-cloud-9/documents/92542/300937112197200-service-definition-document-2017-03-30-1356.pdf">https://assets.digitalmarketplace.service.gov.uk/g-cloud-9/documents/92542/300937112197200-service-definition-document-2017-03-30-1356.pdf</a> |
| <b>Gartner for IT Leaders —<br/>Individual Access Advisor<br/>(ADVROLINDV)</b> | 560361821518238 | <a href="https://assets.digitalmarketplace.service.gov.uk/g-cloud-9/documents/92542/560361821518238-service-definition-document-2017-04-04-1337.pdf">https://assets.digitalmarketplace.service.gov.uk/g-cloud-9/documents/92542/560361821518238-service-definition-document-2017-04-04-1337.pdf</a> |


 A blue square box containing the letters 'DS' in the top right corner and 'SP' in the center, representing a digital signature.


 A blue square box containing the letters 'DS' in the top right corner and 'HW' in the center, representing a digital signature.