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Service**

G-Cloud 9 Call-Off Contract

This Call-Off Contract for the G-Cloud 9 Framework Agreement (RM1557ix) includes:

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Part A - Order Form

Digital Marketplace service ID number:	9356 8827 3529662
Call-Off Contract reference:	CPD04/118/106
Call-Off Contract title:	Learning Pool Standard with Cyber Security module
Call-Off Contract description:	Department for Communities and Local Government Standard with Cyber Security module
Start date:	20 th October 2017
Expiry date:	19 th October 2019
Call-Off Contract value:	£18,430.00 plus VAT
Charging method:	2-year upfront payment
Purchase order number:	N/A

This Order Form is issued under the G-Cloud 9 Framework Agreement (RM1557ix).

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	Department for Communities and Local Government Buyer's main address: Fry Building, 1st Floor, 2 Marsham Street, London, SW1P 4DF
To: the Supplier	Learning Pool Limited 02871 277884 Supplier's address: The Old City Factory, 100 Patrick Street, Derry, Northern Ireland BT48 7EL Company number: NI 06 01 02
Together: the 'Parties'	

Principle contact details

For the Buyer:	[REDACTED]
For the Supplier:	[REDACTED]

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 20 th October 2017 and is valid for 2 years
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 disputed sums or at least 30 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for enter number period(s) of up to 12 months each, by giving the Supplier 12 months' written notice before its expiry. 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.

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:	This Call-Off Contract is for the provision of Services under: Lot 2 - Cloud software - Software as a service (SaaS)
G-Cloud services required:	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: <u>Learning Pool Standard</u> Learning Pool Standard provides Department for Communities and Local Government with a hosted learning solution which includes implementation and support from the Learning Pool support team. This service is designed to be flexible and the focus of activity will change throughout the subscription. However, Department for Communities and Local Government can expect to receive the following: <ol style="list-style-type: none"> 1. Hosting and maintenance of a dedicated Totara LMS platform 2. Implementation of the platform in line with agreed implementation deadlines 3. Regular support from the Learning Pool support team, both during implementation and on an ongoing basis 4. Helpdesk support during Learning Pool business hours both for administrators and end users 5. Free upgrades and maintenance of the LMS platform 6. Free access to Learning Pool academy for all administration users
Additional services:	Cyber Security Module

Location:	The Services will be delivered to Department for Communities and Local Government
Quality and Technical Standards	The technical & quality standards required for this Call-Off Contract are: Learning Pool Limited is ISO 27001 certified with processes in place to ensure technical security and quality standards are met at all times.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are available upon request.
Onboarding:	The services will be delivered in line with a mutually agreed project plan that will be reviewed on a regular basis by a dedicated project manager.
Offboarding:	The off-boarding plan for this Call-Off Contract is: If a customer is leaving Learning Pool, we will provide that customer with two things: 1. A copy of their Totara database 2. A copy of the Totara site data folder. We will also provide the customer with an account to our SFTP server where the customer can pick up both of those items securely.
Limit on Parties' liability:	The annual total liability of either Party for all Property defaults will not exceed enter text. 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 (whichever is the greater). The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).
Insurance:	The insurance(s) required will be: <ul style="list-style-type: none"> a minimum insurance period of 6 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:	Neither Party will be liable to the other Party for any delay in performing, or failure to perform, its obligations under this Call-Off Contract (other than a payment of money) to the extent that such delay or failure is a result of a Force Majeure event. Each Party will use all reasonable endeavours to continue to perform its obligations under this Call-Off Contract for the length of a Force Majeure event. If a Force Majeure event prevents a Party from performing its obligations under this Call-Off Contract for more than 15 consecutive calendar days, the other Party may terminate this Call-Off Contract with immediate effect by notice in writing.
Audit:	The supplier will work with the buyer to provide any audit detail they require during the term as referenced in clause 2.1 of this Call-Off Contract
Buyer's responsibilities:	The Buyer is responsible for: 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 LP. All Users must be over sixteen years of age.

	<p>The Buyer shall not (and shall procure that the Users shall not):-</p> <ul style="list-style-type: none"> ▪ permit any third party to Use the Services; ▪ Use the Services on behalf of or for the benefit of any third party in any way whatsoever; ▪ permit, facilitate or assist a third party to Use the Services; ▪ reverse engineer, decompile, amend, modify, vary, adapt, translate or perform any similar type of operation on the Software for any purpose or permit or allow any third party to do any of the foregoing; ▪ carry out itself, or request, permit or authorise any third party to provide any support or maintenance services in respect of the Software or Use of the Services <p>Unless it has obtained prior written consent from LP.</p>
Buyer's equipment:	<p>The Buyer's equipment to be used in connection with this Call-Off Contract shall comply with LP'S system requirements as set out:</p> <p>https://www.learningpool.com/privacy-and-cookies-policy</p> <p>https://www.learningpool.com/technical-requirements</p>

Supplier's Information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners: N/A
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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
Payment profile:	The payment profile for this Call-Off Contract is: Upfront payment.
Invoice details:	The Supplier will issue electronic invoices upfront in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to:	Invoices will be sent to: DCLG/FSSD CIP Team, High Trees, Hillfield Road, Hemel Hempstead, Herts, HP2 4XN
Invoice information required – e.g. purchase order, project reference:	All invoices must include a valid PO number and detailed description of the services.
Invoice frequency:	Invoice will be sent to the Buyer upfront in advance.
Call-Off Contract value:	The total value of this Call-Off Contract is £18,430.00 plus VAT
Call-Off Contract charges:	The breakdown of the Charges is £18,430.00 plus VAT

Additional buyer terms

G-Cloud 9 Call-Off Contract - RM1557/x 08-05-2017

<https://www.gov.uk/government/publications/g-cloud-9-call-off-contract>

<p>Performance of the service and deliverables:</p>	<p>This Call-Off Contract will include the following implementation plan and milestones:</p> <ol style="list-style-type: none"> 1. Implementation Plan and Milestones (including dates for completion) 2. The Implementation Plan as at the Commencement Date is to be determined at the scoping session. From the scoping session a project plan will be determined which will be delivered within one week. <ul style="list-style-type: none"> • If so required by the Customer, the Supplier shall produce within one (1) Month of the Commencement Date a further version of the Implementation Plan (based on the above plan) in such further detail as the Customer may reasonably require. The Supplier shall ensure that each version of the Implementation Plan is subject to Customer's written approval. The Supplier shall ensure that the Implementation Plan is maintained and updated on a regular basis as may be necessary to reflect the then current state of the implementation transition and/or transformation of the Services. • The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan. • The Supplier shall perform its obligations so as to achieve each milestone by the milestone date. • Changes to the milestones shall only be made in accordance with the Change Control Procedure and provided that the Supplier shall not attempt to postpone any of the milestones using the Change Control Procedure or otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).
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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 and Order Form will supersede those of the Supplier Terms and Conditions.

2. Background to the agreement

(A) The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557ix.

(B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
Name:	[Redacted]	
Title:	[Redacted]	[E...]
Signature:	[Redacted]	[Redacted]
Date:	23/10/17	[Enter text] 20/10/17

Schedule 1 - Services

Learning Pool Standard with Bespoke module

Schedule 2 - Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

Learning Pool Standard with Bespoke module for 3,000 users

- Learning Pool Standard
- Cyber Security Module

Part B - Terms and conditions

1. Call-Off Contract start date and length

- 1.1 The Supplier must start providing the Services on the date specified in the Order Form.
- 1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24 months from the Start Date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
- 1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, as long as this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.
- 1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to extend the contract beyond 24 months.

2. Incorporation of terms

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:

- 4.1 (Warranties and representations)