



Crown Commercial Service

G-Cloud 12 Call-Off Contract

FINAL FOR EXECUTION

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

<i>G-Cloud 12 Call-Off Contract</i>	1
Part A: Order Form	2
Schedule 1: Services	13
Schedule 2: Call-Off Contract charges	26
Part B: Terms and conditions	31
Schedule 3: Collaboration agreement – Not Us	50
Schedule 4: Alternative clauses – Not Used	51
Schedule 5: Guarantee – Not Used	54
Schedule 6: Glossary and interpretations	55
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	982713629435620
Call-Off Contract reference	CPD4124027
Call-Off Contract title	Electoral Management Systems Call-Off Contract
Call-Off Contract description	Contract for Electoral Management System (EMS)
Start date	09/06/2022
Expiry date	2 years from and including the Start date
Call-Off Contract value	[REDACTED] (" Maximum Fee ")
Charging method	Milestone payments and (for training) monthly in arrears
Purchase order number	[REDACTED]

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	The Secretary of State for Levelling Up, Housing and Communities 2 nd Floor NW Fry Building 2 Marsham Street London SW1P 4DF United Kingdom
To the Supplier	Idox Software Limited +44 (0)333 011 1200 Second floor 1310 Waterside Arlington Business Park Theale RG7 4SA Company number: 02933889
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Head of Procurement (Digital & Corporate)

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Head of Elections Sales

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

<p>Start date</p>	<p>This Call-Off Contract starts on the Start date and is valid for 24 months (the “Initial Period”).</p>
<p>Ending (termination)</p>	<p>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 (as per clause 18.6).</p> <p>This Call-Off Contract can be terminated on convenience by either Party by serving Termination Notice to the other Party at least 45 days prior to the termination date specified in the Termination Notice.</p> <p>If the Buyer terminates this Call-Off Contract for convenience, it shall be liable to pay the Supplier any costs, expenses and elements of the Charges that have been properly incurred or accrued in accordance with the Call-Off Contract and the performance of the Call-Off Contract prior to the date of termination. For the avoidance of doubt, such costs, expenses and elements of the Charges include but are not limited to:</p> <ul style="list-style-type: none"> • reasonable demobilisation costs of the Supplier staff and contractors performing the Services; and • the costs of non-avoidable third party contractual commitments relating to the Services, <p>provided in each case such costs shall not exceed the relevant Charges which would have been payable in the absence of such termination.</p>
<p>Extension period</p>	<p>This Call-Off Contract can be extended by the Buyer for 2 period(s) of up to 12 months each, by giving the Supplier 1 month 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 to be mutually agreed by the Parties and will only be permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p>

<https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service>

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: <ul style="list-style-type: none"> • Lot 2: Cloud software
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: <ul style="list-style-type: none"> • Eros v23.1 (plus associated modules) The Services will be provided in accordance with the Specification and Implementation Plan.
Additional Services	The Supplier will provide support services, including training and performance testing, in accordance with the Implementation Plan.
Location	The Services will be delivered remotely, unless and except to the extent agreed in writing by the Parties.
Quality standards	The quality standards required for this Call-Off Contract are set out in the Specification.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are set out in the Specification.
Service level agreement:	The performance levels required for this Call-Off Contract are set out in the Implementation Plan.
Onboarding	The onboarding information for this Call-Off Contract is set out in the Implementation Plan.
Offboarding	The offboarding information for this Call-Off Contract is set out in the Implementation Plan.
Collaboration agreement	Not applicable.
Limit on Parties' liability	Liability of the Supplier under this Call-Off Contract for breaches to Intellectual Property Rights caused by the Supplier's material default will not exceed the lesser of one thousand percent (1000%) of the Call-Off Contract charges

	<p>for the contract year in which the liability arises, or three million (£3 million) pounds.</p> <p>All other liability under clause 24.1 for any and all material defaults, claims, losses or damages, whether arising from material breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed 150% of the Call-Off Contract charges for the contract year in which the material default arises.</p>
Insurance	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> • 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
Intellectual Property Rights	<p>All licences granted by the Supplier under this Call-Off Contract are granted for the term of the Call-Off Contract only.</p>
Force majeure	<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 21 consecutive days.</p>
Audit	<p>The Buyer may conduct no more than one (1) Audit per calendar year and shall provide the Supplier 14 days written notice before conducting any Audit or inspection.</p> <p>The following Framework Agreement clauses 7.6, 7.7, 7.8, 7.9, 7.10 and 7.11 will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out Audits. The Supplier shall keep records and accounts of the information specified in clause 7.10 of the Framework Agreement during the term of the Call-Off Contract, together with sufficient information to support the Charges under this Call-Off Contract.</p> <p>Unless clauses 7.11 applies, the Buyer shall cover the costs of conducting any Audit or inspection.</p>
Buyer's responsibilities	<p>The Buyer is responsible for performing the responsibilities placed on the Buyer under the Implementation Plan.</p>

Buyer's equipment	All equipment and hardware which is to be provided or procured by the Buyer in connection with Services is set out in the Implementation Plan.
--------------------------	--

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners: [REDACTED]
-----------------------------------	---

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	As set out in Schedule 2, the Charges under this Call-Off Contract will be paid upon the Achievement of the relevant Milestone (or, in the case of training, monthly in arrears). The payment method for this Call-Off Contract is BACS.
Payment profile	As further detailed in Schedule 2, the Buyer shall pay the Milestone Payments in arrears upon the achievement of the Milestones.
Invoice details	The Supplier will issue electronic invoices in arrears within 30 days of the Achievement of a Milestone. 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 [REDACTED].
Invoice information required	All invoices must include a valid PO number, a full description of the services, applicable start/end dates, and any other supporting information that may be of relevance.
Invoice frequency	See invoice details above.
Call-Off Contract value	The total maximum value of this Call-Off Contract is the Maximum Fee.

Call-Off Contract charges	The breakdown of the Charges is set out in Schedule 2.
----------------------------------	--

Additional Buyer terms

Performance of the Service and Deliverables	<p>The Supplier and Buyer agree that the Supplier shall provide the Services in accordance with the Specification and Implementation Plan.</p> <p>In the event of any conflict or ambiguity, the terms of this order form and Part B-terms and conditions will take precedence over Schedule 1 and Schedule 2 of this Call-Off Contract.</p>
Guarantee	Not applicable.
Warranties, representations	Not applicable.
Supplemental requirements in addition to the Call-Off terms	Not applicable.
Alternative clauses	Save for clauses which are stated to be not used, the clauses set out in Schedule 4 shall apply.
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The Buyer understands that the Ordered Software will not be suitable for publication as open source.</p> <p>The Supplier shall: (i) notify the Buyer immediately upon becoming aware of any security incident, including attempted security breaches, in connection with or relevant to the Services; and (ii) respond as soon as reasonably practicable to all reasonable queries and requests for information from the Buyer about any such incidents.</p> <p>Except as necessary to fulfil its obligations and exercise its rights under this Call-Off Contract, the Supplier shall not, without the Buyer's prior written consent, disclose any information concerning the Services or the Call-Off Contract to any of the End Users.</p>
Public Services Network (PSN)	Not applicable.
Personal Data and Data Subjects	The details of any Processing of Personal Data under this Call-Off Contract is set out in Annex 1 of Schedule 7.

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 (Part B) and Order Form (Part A) will supersede those of the Supplier Terms and Conditions as per the order of precedence set out in clause 8.3 of the Framework Agreement.

2. Background to the agreement

- 2.1 The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	Chief Financial Officer	Commercial Manager
Signature	[REDACTED]	[REDACTED]
Date	22 June 2022	29 June 2022