



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

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## 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.

<b>Digital Marketplace service ID number</b>	419654088231347
<b>Call-Off Contract reference</b>	prj 5469
<b>Call-Off Contract title</b>	Power BI & Azure Data Factory Managed Service
<b>Call-Off Contract description</b>	Provide a managed service to support NHS Digital's corporate reporting infrastructure (Power BI/Azure Data Factory).
<b>Start date</b>	01 June 2021
<b>Expiry date</b>	31 May 2022
<b>Call-Off Contract value</b>	£46,846.00 (excluding VAT)  The total Call-Off Contract value is £300,000 (excluding VAT) to accommodate optional extension terms and optional additional services.
<b>Charging method</b>	BACS
<b>Purchase order number</b>	To be provided 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.

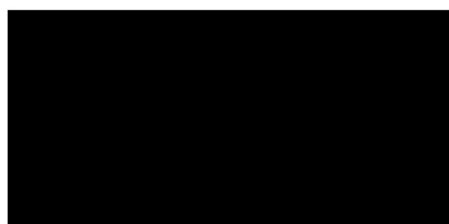
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

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.

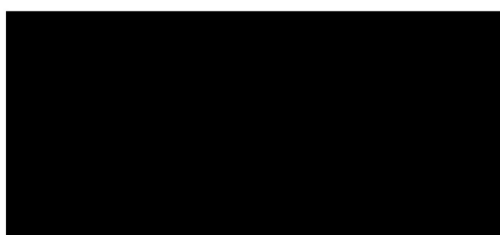
<b>From the Buyer</b>	NHS Digital 8 Wellington Place Leeds West Yorkshire LS1 4AP
<b>To the Supplier</b>	Risual Ltd Bid Management Team Parker Court, Stafford Technology Park Stafford ST18 0WP 0300 303 2044
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:



### For the Supplier:



## Call-Off Contract term

<b>Start date</b>	This Call-Off Contract Starts on <b>01 June 2021</b> and is valid for an initial 12 months. The contract end date is <b>31 May 2022</b> .
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 90 Working Days from the date of written notice for undisputed sums.</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause.</p>
<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for 2 periods of up to 12 months each, by giving the Supplier 30 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.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"><li>• Lot 3: Cloud support</li></ul>
<b>G-Cloud services required</b>	<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"><li>• Services outlined in Schedule 1 – Services.</li></ul>
<b>Additional Services</b>	<p>The Buyer may require additional services from the Supplier to further develop, support, and enhance the Buyer's Azure Data Factory &amp; Power BI platform, as required on an ad-hoc basis. The requirements and payment model will be agreed between the Buyer and Supplier at the point of requirement.</p>



<b>Location</b>	<p>The Services shall be provided remotely.</p> <p>Where agreed Services will be provided at the Buyer's site in Leeds, or such other sites as may be agreed between the Parties.</p>
<b>Quality standards</b>	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
<b>Technical standards:</b>	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
<b>Service level agreement:</b>	<p>The service level agreement is detailed in Schedule 3: Service Levels.</p> <p>Service levels will not apply until 1<sup>st</sup> July 2021</p>
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is detailed in the attached:</p> <div data-bbox="507 1205 695 1310" data-label="Image"> <p>risual Service Transition Plan - NH</p> </div>
<b>Offboarding</b>	No additional requirements to Clause 21 of the Call-Off Contract terms and conditions (Part B).
<b>Collaboration agreement</b>	Not used

<b>Limit on Parties' liability</b>	<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>
<b>Insurance</b>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• professional indemnity insurance cover to be held by the Supplier and by any agent, Subcontractor or consultant involved in the supply of the GCloud 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)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</li> </ul>
<b>Force majeure</b>	<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>
<b>Audit</b>	<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>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for the provision of:</p> <ul style="list-style-type: none"> <li>• Service owner contacts for every data factory pipeline or data set</li> <li>• A handover of the current architecture and where things are managed</li> <li>• "A written document for each data source that is managed within Data Factory, which details the following:</li> </ul>

	<ul style="list-style-type: none"> <li>- Data source information</li> <li>- Nature of the data</li> <li>- Frequency</li> <li>- Source owner contact</li> <li>- Subject matter expert for the data</li> <li>- Load failure processes</li> <li>- Data set's location</li> <li>- Data destinations</li> <li>- Any associated pipelines"</li> </ul> <ul style="list-style-type: none"> <li>• An understanding of the current release management structure</li> <li>• A log of any known errors within the solution</li> <li>• Details of frequently asked questions</li> <li>• Aged ticket details (if they are being passed over): Ticket number, owner, details, SLA details, ticket history etc.</li> <li>• Provision of access to the Azure platform with contributor level access on the subscriptions whereby this solution is hosted for named accounts, preference being for Guest Account access.</li> <li>• Access to the VM utilised as the PowerBI gateway with either domain/local administrative credentials for access</li> <li>• Access to the Azure DevOps environment being used, as contributor at least on the project level for risual to be able to troubleshoot any releases performed by NHS Digital/Previous incumbent.</li> <li>• An understanding of all associated environments i.e. develop, test, production</li> <li>• Access to the PowerBI environments, ideally via the PBI Administrator Azure Active Directory role, but at a very minimum we would need access to all PowerBI workspaces.</li> <li>• Solution design documentation</li> <li>• Test accounts to the PowerBI dashboards to simulate user experience, especially for new changes and row-level security</li> </ul>
<b>Buyer's equipment</b>	Not applicable.

## Supplier's information

<b>Subcontractors or partners</b>	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.

<b>Payment method</b>	The payment method for this Call-Off Contract is BACS.
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is as follows:</p> <ul style="list-style-type: none"> <li>- In arrears for the delivery of the Transition Services upon the Buyer's sign off of the Milestone Achievement Criteria as set out in Schedule 1 (Services), and in accordance with the Charges set out at Schedule 2 (Call Off Contract Charges).</li> <li>- Quarterly in advance for the Annual Support and Service Hours in accordance with the Charges set out at Schedule 2 (Call Off Contract Charges).</li> </ul>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices for the service items as outlined in the Payment Profile above.</p> <p>In consideration of the supply of Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after Receipt of a valid and undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract withhold or reduce payments in the event of unsatisfactory performance.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate and included in the Supplier invoice.</p>
<b>Who and where to send invoices to</b>	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at <a href="mailto:Sbs-w.payables@nhs.net">Sbs-w.payables@nhs.net</a>.</p> <p>Invoices should clearly quote the purchase order number, 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; <a href="mailto:sbs.invoicing@nhs.net">sbs.invoicing@nhs.net</a> (one invoice per PDF) and emails must</p>

	not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.
<b>Invoice information required</b>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
<b>Invoice frequency</b>	Invoice(s) will be sent to the Buyer as outlined in the Payment Profile above.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £300,000.00 (excl. VAT).
<b>Call-Off Contract charges</b>	A breakdown of the Charges can be found in Schedule 2 – Call Off Contract Charges.

### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	The Supplier shall perform the Services, as described in Schedule 1.
<b>Guarantee</b>	Not applicable.

<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 4.1, the Supplier warrants and represents to the Buyer that:</p> <p>Not applicable.</p>		
<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:</p> <p>1.1 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</p>		
<b>Alternative clauses</b>	Not applicable.		
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	<p>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):</p> <table border="1"> <tr> <td><b>Central Government Body</b></td><td> <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> </td></tr> </table>	<b>Central Government Body</b>	<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>
<b>Central Government Body</b>	<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>		

		c) Non-Ministerial Department; and d) Executive Agency;
	<b>CSR Laws</b>	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 2012/27/EU, from time to time in force;
	<b>CSR Policies</b>	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 " <b>CSR Policy</b> " shall mean any one of them;
	<b>Cyber Security Requirements</b>	means:  a) compliance with the DSP Toolkit or any replacement of the same;  b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;
	<b>DSP Toolkit</b>	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 <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	<b>General Change in Law</b>	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;
	<b>Law</b>	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);
	<b>Purchase Order</b>	means the Buyer's unique number relating to the supply of the Services;
	<b>Receipt</b>	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract



	<table border="1"> <tr> <td data-bbox="531 168 791 434"></td><td data-bbox="791 168 1310 434">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;</td></tr> <tr> <td data-bbox="531 434 791 732"><b>Unavoidable Losses</b></td><td data-bbox="791 434 1310 732">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;</td></tr> </table> <p>1) Clause 11.2 of the Call-Off terms shall be deleted in its entirety and replaced with the following new Clause 11.2:</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>		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;	<b>Unavoidable Losses</b>	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;
	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;				
<b>Unavoidable Losses</b>	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;				