



Crown Commercial Service

G-Cloud 11 Call-Off Contract (version 4)

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Part A - Order Form

Digital Marketplace service ID number:	897525523163894
Call-Off Contract reference:	700008586
Call-Off Contract title:	Provision of Support to the Ministry of Defence 'Discover My Benefits' website
Call-Off Contract description:	To support (including to maintain and enhance) for a minimum of two years the Ministry of Defence (MoD) 'Discover My Benefits' website which is a digital tool which enables members of the Armed Forces and potentially civilians working in the MoD, to better understand the totality of their reward package, both financial and non-financial, and the implications of a change in their circumstances, as an aid to retention and recruitment. Support to the website will be required to be in line with the Government Digital Service Standards which includes the adoption of an Agile approach, which involves continuously learning and improving the service to meet user needs. The website went live in May 2019 and is hosted on Gov.UK Platform as a service (PaaS), which is a UK Cloud, based on Amazon Web Services (AWS).
Start date:	29/08/2019
Expiry date:	28/08/2021
Call-Off Contract value:	Up to a maximum of £1,142,000.00
Charging method:	via MoD's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
Purchase order number:	NOT USED.

This Order Form is issued under the G-Cloud 11 Framework Agreement (RM1557.11).

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.

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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	Ministry of Defence Phone:02392702255 Buyer's main address: Room 1.4.28, Centurion Building, Grange Road Gosport Hampshire PO13 9XA
To: the Supplier	E3 Media Limited (trading as Great State Limited) Phone:01179021333 Supplier's address: 2.1 to 2.3, Paintworks, Bath Road Bristol BS4 3EH United Kingdom Company number: 11196529
Together: the 'Parties'	

Principle contact details

For the Buyer:	Title: Defence Commercial CC-HOCS4 Name: Christopher Scott Email: chris.scott545@mod.gov.uk Phone:02392702255
For the Supplier:	Title: Account Director Name: Richard Worrall Email: richard.worrall@greatstate.co.uk Phone:01173021333

Call-Off Contract term

Start date:	This Call-Off Contract Starts on 29/08/2019 and is valid for 24 months.
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 undisputed sums or at least 90 days from the date of written notice for Ending without cause.
Extension period:	This Call-Off Contract can be extended by the Buyer for 1 period of 12

	<p>months, by giving the Supplier 3 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.</p>
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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:	<p>This Call-Off Contract is for the provision of Services under: Lot 3 - Cloud support</p>
G-Cloud services required:	<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"> • Planning – to include but not limited to support to delivery of improvements/enhancements to MoD’s ‘Discover My Benefits’ website (including in relation to functionality, design, content and scope); support to delivery of website changes/updates required as the result of MoD/HMG policy and legislation. • Set-up and migration. • Security services. • Quality assurance and performance testing. • Training – To include knowledge transfer. • Ongoing support – to include but not limited to support to the customer by phone and email in changes and updates to website contents; the delivery of problem management – the identification of website problems/errors and/or the prompt fixing of identified website problems/errors; the maintenance of the existing Squidex system; and delivery of website changes and updates required as the result of MoD/HMG policy and legislation.
Additional Services:	<p>To include but not limited to:</p> <ul style="list-style-type: none"> • Planning and delivery of research into user requirements – both to support enhancement of the existing website design and to support delivery of new website elements. • Planning and delivery of user testing for change – including with users with accessibility and assisted digital needs. • Planning and delivery of improved website functionality. • Planning and delivery of changes to the website static content – particularly eligibility questions and pay scales. • Design services as required. • Development (front & back-end) of existing ‘Discover my Benefits’ website, and any future tools or applications as required.

	<ul style="list-style-type: none"> ● Review of website usage analytics and to assist/support the customer in identifying website improvements as a result. ● Assist/support the customer in developing Key Performance Indicators (KPIs) based on the website usage analytics. ● Identification and delivery of website architecture changes to satisfy customer's request/need.
Location:	The Services will be delivered at the Supplier's own premises; however, work may be carried out at other locations subject to the agreement of the customer e.g. MoD locations in London, Portsmouth, Andover, High Wycombe and Bristol.
Quality standards:	The quality standards required for this Call-Off Contract are ISO 9001.
Technical standards:	<p>The technical standards required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> ● The Supplier is to hold and maintain throughout the life of the Call-Off Contract a minimum of Cyber Essentials Basic Certification; no work shall start without first the Supplier providing satisfactory evidence to the Authority of Basic Certification. ● The Supplier is to deliver the Services throughout the life of the Call-Off Contract in line with the Government Digital Service Standards.
Service level agreement:	<p>Service level agreement (SLA) to be agreed, however, the SLA shall include the following requirements in relation to the service level and availability criteria required for this Call-Off Contract (all changes are subject to the agreement of the Contract Designated Officer):</p> <ul style="list-style-type: none"> ● Service desk – the desk is to be manned between 0900 hrs and 1730 hrs Monday to Friday (excluding national holidays). ● Between 0900 hrs and 1730 hrs Monday to Friday (excluding national holidays) critical issues (e.g. website unavailability to users) will be reported to the customer (normally the Contract Designated Officer) within 20 minutes of the issue occurring and will be resolved within 2 working hours of being reported. ● The website will be monitored 24/7/365 – to include the monitoring of application/website uptime and performance of services. ● Critical issues identified outside normal Service desk hours will be addressed in accordance with the Business Continuity and Disaster Recovery Plan (BCDR) Plan to be agreed post award of contract.
Onboarding:	The onboarding plan for this Call-Off Contract is to be confirmed post award of contract.
Offboarding:	The offboarding plan for this Call-Off Contract is to be confirmed post award of contract.
Collaboration agreement:	NOT USED.
Limit on Parties'	The annual total liability of either Party for all Property defaults will not

liability:	<p>exceed the sum of £1,000,000.00.</p> <p>The annual total liability for Buyer Data defaults will not exceed £500,000.00 or 200% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability for all other defaults will not exceed the greater of £500,000.00 or 200% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance:	<p>The insurance(s) required will be:</p> <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:	A Party may end this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 15 consecutive days.
Audit:	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits:</p> <ul style="list-style-type: none"> • Clauses 7.4 and 7.6 to 7.13 of the Framework Agreement.
Buyer's responsibilities:	<p>The Buyer is responsible for ensuring that the Contract Designated Officer grants the Supplier administration rights to MoD's 'Discover My Benefits' website; ensuring that that Contract Designated Officer arranges Supplier access to MoD locations as required; and ensuring that the Contract Designated Officer provides suitably qualified persons to attend and chair meetings with the Supplier when required to do so. The Buyer will ensure that all contractual obligations are adhered to and managed accordingly and that Supplier queries are responded to within two (2) working days of receipt.</p>
Buyer's equipment:	NOT USED.

Supplier's information

Subcontractors or partners:	The following is a list of the Supplier's Subcontractors or Partners to be confirmed post award of contract.
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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 MoD's Contracting, Purchasing and Finance (CP&F) electronic procurement tool.
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Payment profile:	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details:	The Supplier will issue electronic invoices monthly in arrears. 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 Mr Stuart Brearley, People Programme Requirements1, Ministry of Defence, Level 6 Zone B, MoD Main Building, Whitehall, London, SW1A 2HB (who acts as the Contract Designated Officer).
Invoice information required – for example purchase order, project reference:	All invoices must include an invoice number, invoice date, PO number (where available), supplier contact name, job description (including Statement of Work(SOW)/project reference) and a detailed description of the charges.
Invoice frequency:	Invoice will be sent to the Buyer monthly.
Call-Off Contract value:	The total value of this Call-Off Contract is up to a maximum of £1,142,000.00.
Call-Off Contract charges:	The breakdown of the Charges is to be consistent with the Supplier's 897525523163894 SFIA Rate Card dated 22/05/2019 version 1.0 and any SOW agreed with the Contract Designated Officer.

Additional Buyer terms

Performance of the service and deliverables:	<p>This Call-Off Contract will include the following implementation plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> ● Implementation plan – To be confirmed post award of contract. ● Onboarding plan – To be confirmed post award of contract. ● Project milestones – To be confirmed post award of contract. ● Offboarding milestones – To be confirmed post award of contract. ● Exit Plan – To confirmed post award of contract.
Guarantee:	NOT USED.
Warranties, representations:	NOT USED.
Supplemental requirements in addition to the Call-Off terms:	<p>Within the scope of the Call-Off Contract, the Supplier will</p> <ul style="list-style-type: none"> ● Supplier Responsibilities – The Supplier will ensure that all contractual obligations are adhered to and managed accordingly; that Contract Designated Officer and Buyer queries are responded to within one (1) working day of receipt and that suitably qualified persons are provided to attend meetings with the Contract Designated Officer and/or Buyer when required to do so. ● Supplier Staff Vetting – The Supplier shall ensure that all employees and Supplier Sub-contractors having access to MoD project material (including data) hold as a minimum the Baseline Personnel Security Standard (BPSS). In the event that the Suppliers believes that an employee or Sub-contractor already holds requires National Security Vetting (NSV) to BPSS, then the Supplier shall submit the full name and date of birth of the individual (plus any other additional information as requested) to

	the Contract Designated Officer (Mr Stuart Brearley) for validation. In the event that an employee or Sub-contractor requires BPSS clearance, then the Supplier shall submit a written request to the Contract Designated Officer, providing the full birth name of the individual, date of birth, country of birth and contact email address of the individual requiring security clearance. The Authority can give no guarantees as to how long it will take to obtain or validate security clearance, nor can it guarantee that a security clearance application will be approved; it is therefore in the interest of the Supplier to submit requests as soon as possible.
Alternative clauses:	NOT USED.
Buyer specific amendments to/refinements of the Call-Off Contract terms:	NOT USED.
Public Services Network (PSN):	The Public Services Network (PSN) is the Government's secure network. If the G-Cloud Services are to be delivered over PSN this should be detailed here: To be confirmed post award of contract.
Personal Data and Data Subjects:	NOT USED – Nil personal data is to be held or processed by the Supplier.

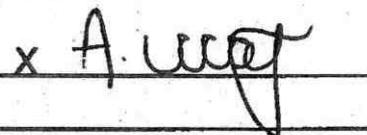
1. Formation of contract

- 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 RM1557.11.
- (B) The Buyer provided an Order Form for Services to the Supplier.

Signed:	Supplier	Buyer
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Name:	Amy Vicary	Christopher Scott
Title:	Client Services Director	Def-Commercial CC-HOCS4
Signature:	x 	x 
Date:	30/08/19	30/08/19

Schedule 1 - Services

See Part A – Order Form

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:

- See Part A – Order Form

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.

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