

**Schedule 2: Call-Off Terms**

<b>Date</b>	15/09/2017	<b>Order Reference</b>	IPT Proc25
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**FROM:**

<b>Customer</b>	Debt Management Office "Customer"
<b>Customer's Address</b>	11 Philpot Lane · London · EC3M 8UD
<b>Invoice Address</b>	11 Philpot Lane · London · EC3M 8UD
<b>Principal Contact</b>	Name: [REDACTED] Address: [REDACTED] Phone: [REDACTED] e-mail: [REDACTED]

**TO:**

<b>Supplier</b>	Experis Limited "Supplier"
<b>Supplier's Address</b>	Experis, The Helicon, One South Place, London, EC2M 2RB
<b>Account Manager</b>	Name: [REDACTED] Address: As above Phone: [REDACTED] e-mail: [REDACTED]

<b>1. TERM</b>
<p><b>1.1 Commencement Date</b></p> <p>This Call-Off Agreement commences on 1/02/18</p> <p><b>1.2 Expiry Date</b></p> <p>This Call-Off Agreement shall expire on: 31/07/2018</p> <p><b>1.2.1</b> unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.</p> <p><b>1.3 Services Requirements</b></p> <p><b>1.3.1</b> This Order is for the G-Cloud Services outlined in section 1.3.10 below. It</p>

<p>is acknowledged by the Parties that the volume of the G-Cloud Services utilized by Customer may vary from time to time during the course of this Call-Off Agreement, subject always to the terms of the Call-Off Agreement.</p>	<p>1.3.2 Within this Call-Off Agreement the following expressions have the following meaning:</p> <p><b>Deliverable</b> means those documents, reports, programs or other items targeted from a Work Package and agreed in writing by the Parties</p> <p><b>Maximum Amount</b> has the meaning given in Clause 6.1.2 of this Call-Off Agreement</p> <p><b>Work Package</b> means a project defined in writing and agreed by the Parties prior to any work commencing</p>
<p>1.3.4 The intellectual property rights in the outputs of the engagement will be explicitly transferred to the Customer by the Supplier on delivery. The Customer has the right to disclose such outputs to third parties.</p> <p>1.3.5 The Supplier has no claim on IPR created as part of the services in this Order (either foreground or background) which rests solely with the Customer. The Supplier will be responsible for informing the Customer if any background IPR (whether Supplier-owned IPR or other proprietary IPR) is required for this Order. Unless authorised by the Customer, the Supplier will not introduce any Supplier-owned background IPR into the supplier deliverables from this Order (i.e. documents, reports, programs or other items) will not contain any background IPR that would restrict their use by the Customer.</p> <p>1.3.6 All resources provided must hold a minimum of Basic Check security clearance; some may require SC clearance. SC clearance requirements would be specifically defined where appropriate within individual work packages.</p> <p>1.3.7 All services provided under this Call-Off Agreement will be specified in a Work Package. Work Packages are subject to this Call-Off Agreement. In the event of any conflict between this Call-Off Agreement and a Work Package, this Call-Off Agreement shall take precedence. Any changes to the scope of work shall be agreed between the Parties and documented in revised versions of the affected Work Package.</p> <p>1.3.8 The Supplier agrees and accepts that Clause 5.5b of the Supplier's Terms and Conditions does not apply to this engagement. The Supplier also agrees and accepts that all references to the "Client" in Clause 5.6 of the Supplier's Terms shall be limited specifically to the IPT Programme.</p> <p>1.3.9 Knowledge Transfer and Training</p> <p>The Supplier shall endeavour to conduct knowledge transfer and training of Authority and/or third-party personnel as appropriate, related to all aspects of its delivery of the Services. This will include:</p> <ul style="list-style-type: none"> <li>• Share artifacts, tools and process methodology ("two-in-a-box" model)</li> <li>• Identify target audience for training</li> <li>• Develop training plan and training modules</li> <li>• Provide education sessions as required on Supplier-produced materials and</li> </ul>	

## processes

- Provide Knowledge Elicitation sessions as required: interview-based approach with Supplier experts to articulate Supplier approach and methodology, and detailed "how to" and "when to" guidance.
- Share Suppliers 'lessons learned' materials and relevant research papers
- Suggest job shadowing as required: potential for Authority resources to 'shadow' transaction preparation, transactions & transition phases
- Support planning to hand over to Authority teams involved in sourcing bundles, with tapering Supplier support

1.3.10 Deliverables and associated acceptance criteria will be defined for each Work Package. The Deliverables will not contain any Background IPR that would restrict their use by the Customer. The Deliverables and associated acceptance criteria will be attached as an Appendix to the signed G-Cloud Order, providing a full audit trail of the work package deliverables produced under each phase.

**Acceptance Criteria**

Unless otherwise defined for specific Deliverables or Work Packages, the Acceptance Criteria for the Deliverables, Work Packages or Work Products are as specified below:

All Deliverables, Work Pages or Work Products shall be error free, conform to the specifications and documentation, and as per Customer's requirements.

Supplier shall provide clear responses to all valid queries raised by Customer within five days of delivery of deliverable.

All Deliverables, Work Pages or Work Products shall contain accurate representation of current Customer data, as advised by Customer

**Acceptance Procedures**

Customer shall have ten (10) Business Days following receipt of each Work Product to confirm Acceptance of the Work Product or notify Supplier of any failure of the Work Product to achieve Acceptance. If such notice is still not forthcoming at the end of this period, the Work Product will be deemed accepted.

Upon receipt of feedback from Customer in accordance with the foregoing paragraph, Supplier will revise the relevant Deliverables in accordance with such feedback and resubmit to Customer such Deliverables for Customer approval within 5 business days of its receipt of the revised Deliverable. Deliverables neither accepted nor rejected by the last day of the Acceptance period will be deemed accepted. Neither invoices nor payments will be subject to the above Acceptance and approval process. Customer shall have all remedies available to it at law or equity for any Deliverables not conforming to required specifications.

All Deliverables provided by Supplier in any month pursuant to this SoW will be approved

<p>or rejected by Customer as per Acceptance procedures described above. Following receipt of any Deliverables from Supplier, Customer will either:</p>	<ul style="list-style-type: none"> <li>Notify Supplier that Customer does not approve some or all of the Deliverables and provided, citing specific areas of inaccuracy and / or gaps in such Deliverables and any other issues that Customer may have with respect to nonconformance of the deliverable to specifications; or</li> <li>Approve such Deliverables by notice in writing (which may be by email).</li> </ul>
<p>1.3.11 G-Cloud Services</p>	<p>1.3.11.1 Lot1 IaaS N/A;</p>
<p>1.3.11.2 Lot 2 PaaS N/A;</p>	<p>1.3.11.3 Lot 3 SaaS N/A; and / or</p>
<p>1.3.11.4 Lot 4 6595520407535616 Experts Project Solutions / Specialist Cloud Consulting Specialist G-Cloud Services</p>	<p>The full Service Definition for this Specialist Cloud Service is attached at Appendix 1. The Supplier Terms associated with this Specialist Cloud Service are attached at Appendix 2. The Work Package requirements are list below at Section 12 Deliverables</p>

<p>2. PRINCIPAL LOCATIONS</p>	<p>2.1 Principal locations where the services are being performed</p>
<p>11 Phillipot Lane · London · EC3M 8UD</p>	

<p>3. STANDARDS</p>	<p>3.1 Quality Standards</p>
<p>All data provided to the Customer to be complete and fit for purpose.</p>	

<b>3.2 Technical Standards</b>
Not applicable

<b>4. ONBOARDING</b>
<b>4.1 On-boarding</b>
N/A

<b>5. CUSTOMER RESPONSIBILITIES</b>
<b>5.1 Customer's Responsibilities</b>
The Customer shall, where appropriate, provide access to information required by the supplier to deliver the requirement stipulated in the Work Package.
<b>5.2 Customer's equipment</b>
Provision of a Poise user ID

<b>6. PAYMENT</b>
<b>6.1 Payment profile and method of payment</b>
<b>6.1.1</b> The Charges payable by the Customer (excluding VAT) are set out below.
<b>6.1.2</b> In consideration of the provision of the Supplier's services, the Charges are calculated on a Time and Materials basis calculated in accordance with the rates set out in the Supplier's Standard Rate Card for Government Cloud Services for G-Cloud subject to the maximum amount defined in the table in paragraph 6.1.5 which will not be exceeded unless authorised in writing by the Customer in advance ("Maximum Amount"). Pricing is based on the Service Management G-Cloud rates for the G-Cloud Services specified in paragraph 1.3.10.
<b>6.1.3</b> Any work which exceeds the Maximum Amount shall be subject to a further call-off agreement and/or a contract variation to this Call-Off Agreement. The Supplier shall be under no obligation to continue work under this Call-Off Agreement when the value of the Supplier's time and materials charges reaches the Maximum Amount.
<b>6.1.4</b> The payment method is BACS (Bankers Automated Clearance Service). The Customer shall make payment monthly in arrears by BACS after submission of a valid invoice by the Supplier.
<b>6.1.5</b> The Maximum Amount of this Call-Off Agreement for the Ordered G-Cloud Services is

<p>6.1.6 The payment milestones are as per the table below:</p> <p style="text-align: right;">£78,832.00, ex-VAT.</p>	<table border="1"> <thead> <tr> <th>Milestone</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>1: By 28/02/2018 (17 working days)</td> <td>£12,886.00</td> </tr> <tr> <td>2: By 31/03/2018 (17 working days)</td> <td>£12,886.00</td> </tr> <tr> <td>3: By: 30/04/2018 (15 working days)</td> <td>£11,370.00</td> </tr> <tr> <td>4: By 31/05/2018 (18 working days)</td> <td>£13,644.00</td> </tr> <tr> <td>3: By: 30/06/2018 (20 working days)</td> <td>£15,160.00</td> </tr> <tr> <td>4: By 31/07/2018 (17 working days)</td> <td>£12,886.00</td> </tr> </tbody> </table>	Milestone	Value	1: By 28/02/2018 (17 working days)	£12,886.00	2: By 31/03/2018 (17 working days)	£12,886.00	3: By: 30/04/2018 (15 working days)	£11,370.00	4: By 31/05/2018 (18 working days)	£13,644.00	3: By: 30/06/2018 (20 working days)	£15,160.00	4: By 31/07/2018 (17 working days)	£12,886.00
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<p>6.1.7 Any revisions to the payment profile will be agreed in writing between the Parties. If additional services are required then agreement in writing will be obtained before commencement of any work on those additional services. If an agreed revision will result in costs exceeding the total Maximum Amount as per paragraph 6.1.5 then a change to the G-Cloud Order will be required to reflect increase in costs and paragraph 6.1.2 will apply.</p>	<p>6.2 Invoice format</p> <p>The Supplier shall issue electronic invoices Monthly in arrears. The Customer shall pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph 6.2, the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.</p>														

<p>7. DISPUTE RESOLUTION</p>	<p>7.1 Level of Representative to whom disputes should be escalated to: <span style="background-color: black; color: black;">[REDACTED]</span> Commercial Team, Debt Management Office</p> <p>7.2 Mediation Provider Centre for Effective Dispute Resolution.</p>
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<p>8. LIABILITY</p>	<p>8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property of the other Party (including technical infrastructure, assets, equipment or IPR but Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:</p>
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excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed £50,000.00

8.2 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of £100,000 or one hundred and twenty five per cent (125%) per cent of the Charges payable by the Customer to the Supplier during the Call-Off Agreement Period

## 9. INSURANCE

### 9.1 Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- professional indemnity insurance is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of one million pounds sterling (£1,000,000) for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- employers' liability insurance with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

## 10. TERMINATION

### 10.1 Undisputed Sums Time Period

At least ninety (90) Working Days of the date of the written notice specified in Clause CO-9.4 of the Call-Off Agreement.

### 10.2 Termination Without Cause

At least thirty (30) Working Days in accordance with Clause CO-9.2 of the Call-Off Agreement.

## 11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

## 12. PERFORMANCE OF THE SERVICES AND DELIVERABLES

### 12.1 Milestones (including dates for completion)

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities
1	Agree an outline plan internally and with the supplier as part of the contract	Until complete	Within time period specified, yet to be agreed	The individual supported in ensuring they have the access and support to deliver the required services.
2	Agree a detailed plan and design with the Supplier	As above	As Above	
3	Agree internally and with the supplier the dedicated resource needed	As above	As Above	
4	Agree internally and with the Supplier a detailed Test plan including UAT and a parallel run	As above	As Above	
5	Liaise with the Programme Manager making sure the dependent projects are on track. Update Programme Board, BDC, Sub Mb and Mb on progress	As above	As Above	

12.2.1 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 G-Cloud Services.

12.2.2 The Customer shall have the right to require the Supplier to include any reasonable changes or provisions in each version of the Implementation Plan.

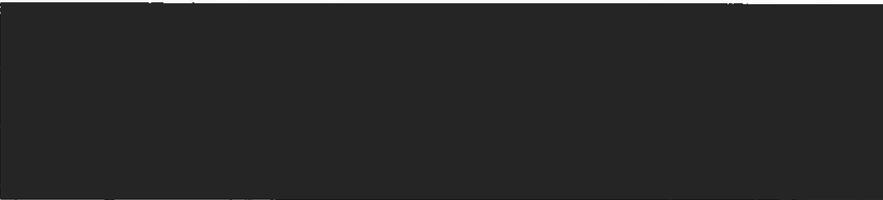
12.2.3 The Supplier shall perform its obligations so as to achieve each milestone by the milestone date.

12.2.4 Changes to the milestones shall only be made in accordance with the Variation procedure as set out in Clause CO-21 and provided that the Supplier shall not attempt to postpone any of the milestones using the Variation procedure or

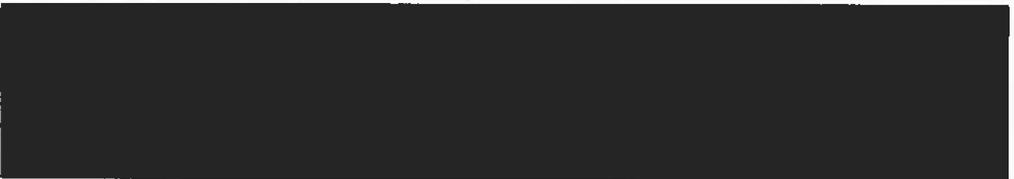
otherwise (except in the event of a Customer default which affects the Supplier's ability to achieve a milestone by the relevant milestone date).]

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

**For and on behalf of the Supplier:**

Name and Title	
Position	
Signature	
Date	

**For and on behalf of the Customer:**

Name and Title	
Position	
Signature	
Date	

**G-CLOUD SERVICES CALL-OFF TERMS**

Debt Management Office

- and -

Experts

relating to

the provision of G-Cloud Services.