

G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

#### G-Cloud 13 Call-Off Contract

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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.

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| **Platform service ID number** | 777369376063971 |
| **Call-Off Contract reference** | SR1961436771 |
| **Call-Off Contract title** | Kyndryl Cloud Managed Services on z Systems |
| **Call-Off Contract description** | Kyndryl Cloud Managed Services for z Systems providing a highly available main- frame platform to HMRC |
| **Start date** | October 1st 2024 |
| **Expiry date** | September 30th 2027 |
| **Call-Off Contract value** | £11,999,988 excluding VAT at the applicable rate. |
| **Charging method** | Monthly, with consumption based variation |
| **Purchase order number** | PO number, required for invoicing purposes only, to be issued post contract signature but before the start of the new agreement. |

This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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 Services 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.

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| **From the Buyer** | The Commissioners for His Majesty’s Revenue and Customs (“**HMRC”**)  100 Parliament Street London  SW1A 2BQ |
| **To the Supplier** | Kyndryl UK Limited (“**Kyndryl”**) 2nd Floor, 100 Liverpool Street London  EC2M 2AT |
| **Together the ‘Parties’** | |

Principal contact details

For the Buyer:

For the Supplier:

### Call-Off Contract term

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| **Start date** | This Call-Off Contract Starts on October 1st 2024 and is valid for 36 months until September 30th 2027. |
| **Ending (termination)** | 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 (as per clause 18.6).  The notice period for the Buyer is a minimum of **30** days from the date of written notice for Ending without cause (as per clause 18.1).  Payment on termination will be as set out in Appendix B of the Statement of Work under Schedule 1 (Services). |
| **Extension period** | This Call-Off Contract can only be extended for an optional period of 12 months, subject to pricing confirmation and mutual agreement of the Parties. |

### 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.

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| **G-Cloud Lot** | This Call-Off Contract is for the provision of Services Under:   * Lot 3: Cloud support |
| **G-Cloud Services required** | The Services to be provided by the Supplier under the above Lot are set out in Schedule 1 (Services) |
| **Additional Services** | There are no additional Services to be provided under this Call-Off Contract |
| **Location** |  |
| **Quality Standards** | The quality standards required for this Call-Off Contract are ISO 9001 and ISO 27001**.** |
| **Technical Standards:** | Not used |

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| **Service level agreement:** | The service level and availability criteria required for this Call-Off Contract are as set out in Schedule 1 (Services) |
| **Onboarding** | Not applicable as the Services are already Onboarded |

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| **Offboarding** | The offboarding plan for this Call Off Contract, if required, will be agreed by the Parties and documented in a Statement of Work no later than 6 months prior to the Expiry Date |
| **Collaboration agreement** | Not used |

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| **Limit on Parties’ liability** | Clause 24 of this Call Off contract and clause 28.2 of the G- Cloud 13 Framework Agreement (RM1557.13) are excluded and substituted with the following.  The Yearly total liability (of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty five percent (125%) of the Charges paid or payable in that Year.  The Yearly total liability of the Supplier for all other Defaults will not exceed the greater of five hundred thousand pounds (£500,000) or one hundred and twenty five percent (125%) of the Charges paid or payable in that Year .  Without prejudice to the foregoing Yearly limits on the Supplier’s liability and subject to Framework Agreement clause 4.1, the Supplier’s total liability in the aggregate for all Losses under or in relation to this Call-Off Contract will not exceed 50% of the Charges paid or payable in the initial 36 month Term of this Call-Off Contract.  For the avoidance of doubt, these limits on liability will continue in force even after this Call-Off Contract Ends or expires and, subject to Framework Agreement clause 4.1, will apply to all  Losses, including any indemnified Losses. |
| **Insurance** | The Supplier insurance(s) required will be:   * for a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract as long as such coverage remains commercially available in the market place * 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 as required by Law * employers' liability insurance with a minimum limit of   £5,000,000 or any higher minimum limit required by Law |

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| **Buyer’s responsibilities** | The Buyer’s responsibilities are set out in Schedule 1 (Services) |
| **Buyer’s equipment** | Not applicable |

### Supplier’s information

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| **Subcontractors or partners** | The following is a list of the Supplier’s Subcontractors or Partners:  Systal Technology Services Limited SERVICE EXPRESS EUROPE LIMITED  Pomeroy IT Solutions UK Limited IBM UK Limited  Broadcom UK Limited  The Supplier will use its reasonable endeavours to agree terms with the subcontractors that flow down relevant provisions under this Call-Off Contract. In the event that it is not possible to agree such terms with any subcontractor:   1. the Supplier will not be in Default under this Call-Off Contract; 2. the Parties will work together in good faith to agree a mutually acceptable resolution; and 3. should such resolution involve a change to the scope of the Services or to the Supplier's proposed solution (including any change to the proposed subcontracted services or the proposed subcontractors), such change will be a Relief Event (as such term is defined in the SOW) and will be agreed through the Variation process in clause 32 of this Call-Off Contract together with any resulting reasonable additional costs. |

### 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.

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| **Payment method** | The payment method for this Call-Off Contract is by electronic BACS transfer. |
| **Payment profile** | Payment will be on a monthly basis in accordance with the payment profile for this Call-Off Contract as set out in Appendix B of the State- ment of Work under Schedule 1 (Services) . |
| **Invoice details** | At the beginning of each month the Supplier will issue an electronic invoice for that month.  The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. |
| **Who and where to send invoices to** | Invoices will be submitted electronically using SAP Ariba. |
| **Invoice information required** | All invoices must include:   * the Purchase Order number; * total value excluding Value Added Tax (VAT); * the VAT percentage; * the total value including VAT; * a contact name and telephone number of an appropriate indi- vidual in the Supplier's finance department in the event of ad- ministrative queries; and the banking details for payment to the |

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|  | Supplier via electronic transfer of funds (name and address of bank, sort code, account name and number). |
| **Invoice frequency** | Invoices will be sent to the Buyer monthly. |
| **Call-Off Contract value** | The total value of this Call-Off Contract is £11,999,988 excluding VAT at the applicable rate. |
| **Call-Off Contract charges** | The breakdown of the Charges to be paid by the Buyer are set out in Appendix B-5 of the SOW under Schedule 1 (Services) |

### Additional Buyer terms

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| **Performance of the Service** | The Services to be performed by the Supplier shall be as set out in the Statement of Work in Schedule 1 (Services).  The Supplier shall at all times perform the Services in accordance with Good Industry Practice (including without limitation with regards to delivery governance).  Security Management Plan and Information Security Management System are not required.  Where the Supplier is required to comply with any policies, proce- dures, standards, guidance, codes of practice or any similar require- ments referenced in this Call-Off Contract, this obligation will apply to the version of the relevant requirements current at the date of signa- ture of this Call-Off Contract. If the Buyer wishes for the Supplier to comply with any subsequent changes to these requirements, such changes will be requested through the Variation process in clause 32 of Part B (Terms and conditions) of this Call-Off Contract. |

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| **Guarantee** | Not required |
| **Warranties, representations** | Not used |
| **Supplemental requirements in**  **addition to the Call-Off terms** | Not applicable |
| **Alternative clauses** | Not used |

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| **Buyer specific amendments to/refinements of the Call-Off Contract terms** | Within the scope of the Call-Off Contract, the following provisions of Part B (Terms and conditions) will not apply:   * clause 1 (as confirmed by the “Start Date”, duration is for 36 months); * clause 6 (Disaster Recovery and Business Continuity services are not included except for what is contained in the SOW) * Clause 9.3 (insurance requirements covered in the Order Form) * clauses 14.3 to 14.5 (PSN is not used); * clause 15 (Open Source Software is not used); * clause 16.5 (Personal Data is already covered under Schedule 7. Recovery is to be provided within the capabilities of the HMRC configuration stated in the SOW); * Clause 18.2 (payment on termination will be as set out in Appendix B of the SoW) * Clause 21 (Exit Plan as in the SOW) * clause 24 (Liability covered in the Order Form); * clause 31 (Not applicable); * Schedule 3 (Not applicable), * Schedule 4 (Not applicable); * Schedule 5 (Not applicable); * Annex 2 of Schedule 7 (Not applicable); * clause 28.2 of the G-Cloud 13 Framework Agreement (RM1557.13) |
| **Personal Data and Data Subjects** | Annex 1 of Schedule 7 is being used. |
| **Intellectual Property** | There are no Project Specific IPR’s that may arise and require as- signment or any other required amendments to standard IPR provi- sions under this Call-Off Contract. |

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| **Social Value** | There are no additional social value requirements required under this Call-Off Contract. |

### Formation of contract

* 1. By signing and returning this Order Form (Part A), the Supplier agrees to enter into a Call- Off Contract with the Buyer.
  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.
  3. This Call-Off Contract will be formed when the Buyer acknowledges receipt of the signed copy of the Order Form from the Supplier.
  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.

### Background to the agreement

* 1. The Supplier is a provider of G-Cloud Services and agreed to provide the Services under the terms of Framework Agreement number RM1557.13.

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| **Signed** | Supplier | Buyer |
| **Name** |  |  |
| **Title** | Client Partner | Deputy Director – IT  Infrastructure Pre-Award |
| **Signature** |  |  |
| **Date** |  |  |