

Schedule 2: Call-Off Terms

Effective Date

19 September 2016

Order Reference

WP1177

FROM:

Customer

Cabinet Office "Customer"

**Customer's
Address**

Invoice Address

Principal Contact

TO:

Supplier

Ernst & Young LLP

"Supplier"

**Supplier's
Address**

Account Manager

1. TERM

1.1 Commencement Date

This Call-Off Agreement commences on: 19/09/2016

1.2 Expiry Date

This Call-Off Agreement shall expire on:

1.2.1 17/06/2017; or

1.2.2 the second (2) anniversary of the Commencement Date; whichever is the earlier, unless terminated earlier pursuant to Clause CO-9 of the Call-Off Agreement.

1.3 Services Requirements

1.3.1 This Order is for the G-Cloud Services outlined below. It 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.

1.3.2 G-Cloud Services

Digital Marketplace link: <https://www.digitalmarketplace.service.gov.uk/g-cloud/services/7192436652896059> Ernst & Young LLP - Digital Services: Digital Strategy

This service enables organisation to plan, manage and leverage the opportunities to disrupt, grow, protect, and optimise operations. By exploring innovation through different lenses (business model, product, process and experience), EY can help you to develop a practical digital vision and roadmap to achieve your objectives.

Features

- Establish an innovation portfolio approach
- Facilitate business model innovation
- Build consensus among key stakeholders on digital vision
- Design an operating model fit-for-purpose in a digital world

Benefits

- Builds ownership of digital initiatives, aligning them across stakeholders
- Puts citizens at the centre driving service innovation and improvement
- Identifies and capitalise on digital opportunities
- Extracts better value from investment in cloud services
- Enables assisted digital to be designed in at the outset
- Facilitates build of product and service experience
- Helps establish the impacts of digital beyond digital

Link to supporting Digital Marketplace Service Definition:

<https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92648/7192436652896059-service-definition-document-2016-08-15-1007.pdf>

For supplier proposal: See appendix

- 1.3.2.1 Lot1 IaaS Not used;
- 1.3.2.2 Lot 2 PaaS Not used;
- 1.3.2.3 Lot 3 SaaS Not used;
- 1.3.2.4 Lot 4 Specialist G-Cloud Services Digital Services: Digital Strategy - 7192436652896059
- 1.3.2.5 G-Cloud Additional Services Not used;

2. PRINCIPAL LOCATIONS

2.1 Principal locations where the services are being performed



3. STANDARDS

3.1 Quality Standards

The supplier shall maintain compliance with ISO9001.

3.2 Technical Standards

Not applicable.

3.3 Security Standards

Minimum security clearance of BPSS is required for each team member. The supplier shall maintain compliance with ISO 27001

4. ONBOARDING

4.1 On-boarding

Not applicable.

5. CUSTOMER RESPONSIBILITIES

5.1 Customer's Responsibilities

The customer shall assign a qualified person to oversee the Services.

The customer is responsible for all management decisions relating to the Services.

The customer shall provide (or cause others to provide) to the supplier, promptly, the information, resources and assistance (including access to records, systems, premises and people) that the supplier reasonably require to perform the Services.

To the best of the customer's knowledge, all information provided by the customer or on the customer's behalf ("Client Information") will be accurate and complete in all material respects.

The provision of Client Information to the supplier will not infringe any copyright or other third-party rights.

9. The supplier will rely on Client Information made available to the supplier and, unless the supplier expressly agrees otherwise, the supplier will have no responsibility to evaluate or verify it. The supplier shall not be treated as having notice of information which may have been provided to EY Firms or EY Persons (as defined in Section 21) who are not involved in this engagement.

10. The customer shall be responsible for their personnel's compliance with their obligations under this Agreement.

5.2 Customer's equipment

Not applicable.

6. PAYMENT

6.1 Payment profile and method of payment

Charges payable by the Customer (including any applicable discount but excluding VAT), payment profile are as follows :

Pricing link from Digital Marketplace: <https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92648/7192436652896059-pricing-document-2015-10-05-1723.pdf>

SFIA rate card link from Digital Marketplace: <https://assets.digitalmarketplace.service.gov.uk/g-cloud-7/documents/92648/7192436652896059-sfia-rate-card-2015-10-05-1723.pdf>

Please see appendix for supplier proposal.

The Contract price may flex up or down over the term of the contract in completion of the requirement.

The estimated initial contract value is £1,062,922.00.

Expenses must be pre agreed with Cabinet Office and comply with the Cabinet Office T&S Policy as attached

The preferred payment profile is:

6.1.1 Monthly in arrears

6.2 Invoice format

The Supplier shall issue electronic and paper 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.

Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Customer to validate the invoice. Invoice must also reference this WP number, WP1177, and the Purchase Order number when issued.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

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 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 £1 million.

8.2 The annual aggregate liability for all defaults resulting in direct loss, destruction, corruption, degradation or damage to the Customer Data or the Customer Personal Data or any copy of such Customer Data, caused by the Supplier's default under or in connection with this Call-Off Agreement shall in no event exceed £1 million.

8.3 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 and/or one hundred and twenty five percent (125%) 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.
- **public liability 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.

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.

The Customer and the Supplier shall undertake a review of the Call-Off Agreement following the 1st anniversary of the Commencement Date in order to assess the ongoing requirements of the Customer.

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 Implementation Plan and Milestones (including dates for completion)

See appendix.

12.2 The Implementation Plan as at the Commencement Date is set out below:

Milestone	Deliverables	Duration	Milestone Date	Customer Responsibilities
Please see	Please see	Please see	Please see	