

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.

Platform service ID number	261658049707788
Call-Off Contract reference	[REDACTED]
Call-Off Contract title	Secure Transit Broker
Call-Off Contract description	The cloud gateway secure transit broker is a cloud based, centralised security and connectivity suite that allows HMPPS to connect many prisons to a central gateway, using a commodity internet connection and is constructed in a modular, scalable manner with each module performing a dedicated task.
Start date	01/10/2023
Expiry date	30/09/2024
Call-Off Contract value	£628,000
Charging method	[REDACTED]

Purchase order number	TBC
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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.

From the Buyer	<p>Secretary of State for Justice</p> <p>Buyer's main address:</p> <p>102 Petty France</p> <p>London</p> <p>SW1H 8DJ</p>
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To the Supplier	<p>Cloud Gateway Limited</p> <p>0203 870 2444</p> <p>7th & 8th Floors,</p> <p>24 King William Street,</p> <p>London,</p> <p>EC4R 9AT</p> <p>UK</p> <p>Company number: 10660712</p>
Together the 'Parties'	

Principal contact details

For the Buyer:

[REDACTED]

For the

Supplier:

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/10/2023 and is valid for 12 Months .
Ending (termination)	<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 (as per clause 18.6).</p> <p>The notice period for the Buyer is a maximum of 30 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
Extension period	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 12 weeks written notice before its expiry. The extension period is subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 36 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance:</p> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</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.

G-Cloud Lot	[REDACTED]
G-Cloud Services required	[REDACTED]
Additional Services	[REDACTED]
Location	[REDACTED]

Quality Standards	[REDACTED]
Technical Standards:	[REDACTED]
Service level agreement:	[REDACTED]
Onboarding	[REDACTED]

Offboarding	[REDACTED]
Collaboration agreement	[REDACTED]

Limit on Parties' liability	<div>[REDACTED]</div>
Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 2 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
Buyer's responsibilities	<div>[REDACTED]</div>

Buyer's equipment	[REDACTED]
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Supplier's information

Subcontractors or partners	[REDACTED]
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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	[REDACTED]
Payment profile	[REDACTED]

Invoice details	[REDACTED]
Who and where to send invoices to	[REDACTED]
Invoice information required	[REDACTED]
Invoice frequency	[REDACTED]
Call-Off Contract value	[REDACTED]
Call-Off Contract charges	[REDACTED]

Additional Buyer terms

Performance of the Service	[REDACTED]
Guarantee	N/A
Warranties, representations	[REDACTED]
Supplemental requirements in addition to the Call-Off terms	[REDACTED]

Alternative clauses	[REDACTED]
Buyer specific amendments to/refinements of the Call-Off Contract terms	[REDACTED]
Personal Data and Data Subjects	[REDACTED]
Intellectual Property	[REDACTED]
Social Value	[REDACTED]

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 (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.

2. Background to the agreement

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

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Signature		
Date	[Enter date]	[Enter date]

- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Customer Benefits

[REDACTED]

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 12 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, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.

1.4 The Parties must comply with the requirements under clauses 21.3 to 21.8 if the Buyer reserves the right in the Order Form to set the Term at more than 24 months.

2. Incorporation of terms

[REDACTED]

Schedule 1: Services

[REDACTED]

Schedule 2: Call-Off Contract charges

[REDACTED]

Schedule 3: Collaboration agreement

[REDACTED]

Schedule 4: Alternative clauses

[REDACTED]

Schedule 5: Guarantee

[REDACTED]

Schedule 6: Glossary and interpretations

[REDACTED]

Schedule 7: UK GDPR Information

[REDACTED]