



Crown
Commercial
Service

G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

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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.

Digital Marketplace service ID number	4280 2482 2967 788 (Software) 9035 8509 0715 128 (Support)
Call-Off Contract reference	CPD4124104
Call-Off Contract title	Palantir Foundry Enterprise
Call-Off Contract description	Provision of Palantir Foundry Software-as-a-service, a data management platform, and implementation services, for purposes as outlined in Schedule 1.
Start date	22 September 2022
Expiry date	Twelve 12 months from Start Date
Call-Off Contract value	£4,500,000.00 (four million, five hundred thousand pounds sterling) excl. VAT
Charging method	Invoice
Purchase order number	[REDACTED]

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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.

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	Department for Levelling Up, Housing & Communities Fry Building 2 Marsham Street London SW1P 4DF
To the Supplier	Palantir Technologies UK, Ltd. [REDACTED] New Penderel House 4 th Floor 283 – 288 High Holborn London WC1V 7HP Company Number: 07042994
Together the ‘Parties’	

Principal contact details

For the Buyer:

Title: Deputy Director (Commercial)

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: G-Cloud Team

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 22 September 2022 and is valid for twelve (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	This Call-off Contract can be extended by the Buyer for two (2) period(s) of twelve (12) month each, by giving the Supplier one (1) months written notice before its expiry.

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:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software • Lot 3: Cloud support
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"> • Access to Palantir Foundry and provision of certain implementation services, as further described in Schedule 1.
Additional Services	Not applicable
Location	The Services will be delivered on a remote basis to the Buyer. Palantir Foundry will be hosted in the United Kingdom.
Quality standards	Not applicable
Technical standards	Not applicable
Service level agreement	See Schedule 8 (Palantir Foundry Service Level Agreement)

Onboarding	Not applicable
Offboarding	Not applicable
Collaboration agreement	Not applicable
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £50,000.00 (fifty thousand pounds sterling).</p> <p>The annual total liability for Buyer Data Defaults will not exceed 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed the greater of 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	The insurance(s) required will be as set out in Clause 9 of Part B – Terms and Conditions.
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 ninety (90) consecutive days.
Audit	No additional audit provisions.
Buyer's responsibilities	The Buyer is responsible for the Buyer Dependencies as set out in Schedule 1.
Buyer's equipment	Not applicable

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none"> • Amazon Web Services, Inc. (and Buyer agrees to comply with clause 6 of the Supplier Terms in this respect) – hosting services. • Datadog, Inc. – telemetry data • Proofpoint Inc – email security
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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 Invoice/ BACS.
Payment profile	The payment profile for this Call-Off Contract is as set out in Schedule 2.
Invoice details	<p>The Supplier will issue electronic invoices upon the Start Date.</p> <p>The Buyer will pay the Supplier within thirty (30) days of receipt of a valid Invoice.</p>
Who and where to send invoices to	Invoices will be sent to [REDACTED].
Invoice information required	All invoices must include a PO number, which will be generated by the Buyer upon execution of the Call-Off Contract.
Invoice frequency	Invoice will be sent to the Buyer as set out in Schedule 2.
Call-Off Contract value	The total value of this Call-Off Contract is £4,500,000.00 (four million, five hundred thousand pounds sterling) excl. VAT.
Call-Off Contract charges	Not applicable

Additional Buyer terms

Performance of the Service and Deliverables	<p>This Call-Off Contract will include the following:</p> <ul style="list-style-type: none"> a) Subject to (d) below, Buyer Data will be hosted in the United Kingdom. b) The Supplier shall establish and maintain business continuity and disaster recovery arrangements relating to its operations supporting Service performance in accordance with Good Industry Practice and complying with clauses 6 and 13 of Part B - Terms and Conditions. c) The Supplier's rights to access and use Buyer Data are only those set out in this Call-Off Contract and the Supplier is not permitted to collect, perform or retain any inspection, analysis, aggregation, evaluation, reproduction, metrics or analytics of Buyer Data or use Buyer Data or any information derived from it as the basis for any product or service, subject to paragraph (d). d) The Supplier is permitted to collect metrics relating to (i) Buyer's use of Services, for the purpose of the continued provision of Services in accordance with this Call-Off Contract (including for purposes relating to the information security of the Services), and (ii) (provided such data is not personal data) usage and diagnostics data for the purposes of analysis, maintenance and improvement of Supplier's products and services, such data related only to the performance, management and efficiency metrics of Products and not including any data accessed or derived from Cloud Content or Buyer Data.
Guarantee	<p>Not applicable</p>
Warranties, representations	<p>No additional warranties and representations</p>
Supplemental requirements in addition to the Call-Off terms	<p>The parties agree that:</p> <ul style="list-style-type: none"> a) Notwithstanding anything to the contrary in this Call- Off Contract, the Supplier Terms apply. b) Project Specific IPR does not include any Cloud Content, which shall be dealt with according to this provision and the Supplier Terms.

	<p>c) In respect of Buyer Data which is Personal Data, Supplier shall not take or permit Supplier Staff to take any action directed towards, where applicable, the identification of any data subject, the reversal of any de-identification, anonymisation or pseudonymisation steps or methods applied to such data, the attribution of personal data to a data subject or the acquisition or processing of any additional information in pursuit of any of those objectives, unless otherwise requested by Buyer as part of Service performance.</p> <p>d) The Supplier will comply with such access controls relating to Buyer Data as the Buyer may from time to time require.</p> <p>e) In respect of Services where the Supplier may be required to process Personal Data, it will process such data in compliance with the data protection requirements set out in this Call-Off Contract.</p> <p>f) Except in relation to paragraph (d) under the Performance of Services and Deliverables section above and Schedule 7 of this Call-Off Contract, the Supplier will not process or transfer any Personal Data within Buyer Data outside the UK.</p> <p>g) Subject to the provisions of Schedule 1, where a Service requires the processing of Personal Data, the Buyer shall notify the Supplier of the details of such processing (which shall be an annex setting out authorised processing for the purposes of Schedule 4 of the Framework Agreement) and such details ("processing annex") shall be added as, and shall take the form of, additional annexes to Schedule 7.</p>
Alternative clauses	Not applicable
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>The Buyer is purchasing a term licence (From Start Date to End Date (the "Term")) to a pre-existing commercial off the shelf software platform and its configuration support of the outputs listed below.</p> <p>For the avoidance of doubt the only Project Specific IPR created for the Project shall be the content of any data transformation logic required to ingest Buyer Data into the Palantir Foundry Platform developed solely for the Buyer pursuant to this contract.</p>

	<p>Part B – Terms and Conditions – (Intellectual Property Rights) Clause 11.2 to 11.4 shall not apply. The Buyer shall receive a non-exclusive, non-transferable, royalty free licence to the Project Specific IPRs indicated above.</p> <p>Additionally, clause 11.8 shall only apply to the extent that clauses 11.5 and 11.6 apply, and clause 15 (Open Source) shall not apply.</p> <p>The Buyer will notify users of the Services of the restrictions on its use set out in these terms.</p>
Public Services Network (PSN)	Not applicable
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1

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 RM1557.12.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	Director	Deputy Director (Commercial)
Signature	[REDACTED]	[REDACTED]
Date	22 September 2022	22 September 2022