

G-Cloud 13 Call-Off Contract

Great British Nuclear

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	206760950261108
Call-Off Contract reference	Con_5762 RM1557.13 Lot 2 – Cloud Software
Call-Off Contract title	Great British Nuclear – 36 Month Contract, plus 12 month extension
Call-Off Contract description	Q43188. For the procurement of HR and Payroll Software and services. Licensed for 200 Employees.
Start date	23 February 2024
Expiry date	22 February 2024
Call-Off Contract value	£213,757.00 (3 year value)
Charging method	REDACTED
Purchase order number	REDACTED

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	Great British Nuclear REDACTED
To the Supplier	MHR INTERNATIONAL UK LIMITED REDACTED
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Commercial Lead for Great British Nuclear

Name: **REDACTED**

Email: **REDACTED**

Phone: **REDACTED**

For the Supplier:

Title: Central Government Account Manager

Name: **REDACTED**

Email: **REDACTED**

Phone **REDACTED**

Call-Off Contract term

Start date	This Call-Off Contract Starts on 23 February 2024 and is valid for 36 months with the option to extend for one period of 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 3 months 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	This Call-Off Contract is for the provision of Services Under: Lot 2: Cloud software
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below: REDACTED
Additional Services	REDACTED
Location	The Services will be delivered to 1 Victoria Street London SW1H 0ET United Kingdom
Quality Standards	The quality standards required for this Call-Off Contract are as stated in the Supplier's service description as listed on the Digital Marketplace.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are as stated in the Supplier's service description as listed on the Digital Marketplace.
Service level agreement:	REDACTED
Onboarding	The onboarding plan for this Call-Off Contract is included in the Implementation Documentation.

Offboarding	The offboarding plan for this Call-Off Contract is as per Exit Management detailed in the Supplier's Service Level Agreement.
Collaboration agreement	Not applicable.

Limit on Parties' liability	<p>Save for breaches of any provisions relating to IPRs (including but not limited to section 11 of this Call-Off Contract) liability for which shall be unlimited, the annual total liability of each Party for all Property Defaults shall not exceed five million pounds (£5,000,000).</p> <p>The annual total liability for Buyer Data Defaults shall not exceed one million pounds (£1,000,000).</p> <p>The annual total liability for all other Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	<p>The insurance(s) required will be:</p> <p>a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract.</p> <p>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 £3,000,000 for each individual claim or any higher limit as required by Law.</p> <p>employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law.</p>
Buyer's responsibilities	The Buyer is responsible for those points as detailed in the Call-Off Contract.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes local computing infrastructure to allow access to the Supplier's products and services.

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <p>Not applicable</p>
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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 BACS for initial charges and any professional services charges and all recurring charges.
Payment profile	REDACTED
Invoice details	The Supplier will issue electronic invoices as per payment profile above. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	We are committed to paying all valid invoices within 10 working days of receipt. Please quote your order number on all correspondence. Invoices that do not quote this number are liable to be returned unpaid. For all purchase order queries, please contact : accountspayable@gbnuclear.gov.uk
Invoice information required	Please note suppliers must quote the PO number on their invoices before payment can be made. Any invoice sent straight to GBN without the PO number will not be paid. Please remember to check in the form after completion.
Invoice frequency	Invoices will be sent to the Buyer as per the Payment Profile detailed above.
Call-Off Contract value	The total value of this Call-Off Contract is £213,757 (3 year value)
Call-Off Contract charges	The breakdown of the Charges is detailed in Schedule 2

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>As detailed in the Statement of Works and SLA's</p>
Guarantee	Not applicable
Warranties, representations	No additional warranties and representations other than those listed in the Framework Agreement and Call-Off Contract.
Supplemental requirements in addition to the Call-Off terms	Not applicable
Alternative clauses	Not applicale
Buyer specific amendments to/refinements of the Call-Off Contract terms	<p>“Employee” means:</p> <p>for any Customer not using the Software for payroll processing: any person in respect of whom any personal or employment records are kept by the Customer (or an Associated Company or Permitted Agent) using the Software, including current or past employees (full or part time); or</p> <p>for any Customer using the Software for payroll processing: any person in respect of whom any personal or employment records are kept by the Customer (or an Associated Company or Permitted Agent) using the Software, including current or past employees (full or part time) whether deferred or in receipt of payment, but shall not be deemed to include Non-employee Records;</p> <p>“Non-employee Records” means for any Customer using the Software for payroll processing: any person in respect of whom any personal or employment records are kept by the Customer (or an Associated Company or Permitted Agent) who are not paid at all or</p>

	<p>paid infrequently (three times per year or less) and have limited or no access to the Software.</p> <p>For the avoidance of doubt, any reference to “Company” shall be construed as meaning Supplier and any reference to “Customer” shall be construed as meaning Buyer for the purpose of this agreement and any relevant Call-Off Contract.</p> <p>The licence of the product is limited to its use in storing and/or processing data in relation to the number of Employees and/or Non-employee Records stated in the relevant Order Form (the “Employee Maximum”). The Buyer shall promptly notify the Supplier in the event an increase in the Employee Maximum is sought. Such change shall be recorded on the relevant variation agreement. The Buyer acknowledges that the commercial offering is based on, inter alia, the Employee Maximum. The Supplier may at its discretion conduct an annual audit of the Buyer’s use of the system and carry out a true-up process.</p>
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
Intellectual Property	REDACTED
Social Value	As per Supplier’s G Cloud 13 submission

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	Chairman	Commercial Lead
Signature	REDACTED	REDACTED
Date	23/02/2024	23/04/2024

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