



Government Office for
Technology Transfer

Technology Transfer and Commercialisation DPS

Annex 4: Call-Off Award Form





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DPS Call-Off Award Form

Thank you for submitting a tender response for NPL011 – Breast Scanner. This Call-Off Award Form dated 05/02/2024 is being issued in accordance with the Technology Transfer and Commercialisation DPS Contract. This Call-Off Award Form creates the Call-Off Contract in relation to NPL011 – Breast Scanner.

Terms and expressions used in this Call-Off Award Form have the same meanings as in the contract terms set out or referred to in Annex 2 (the **Contract Terms**).

Call-Off Contract Reference:	NPL011 – Breast Scanner
Relevant Category of the DPS:	Category 2, IP and Commercialisation Strategy
Buyer:	The Government Office for Technology Transfer
Supplier:	Wellspring EMEA Ltd (previously IP Pragmatics)
Call-Off Start Date:	12/02/2024
Call-Off Expiry Date:	10/06/2024
Call-Off Optional Extension Period:	N/A
Specification of Deliverables and Services:	As per the Call-Off Mini Competition and Call-Off Tender Response – Annex 1 and 4
Charges (including full cost breakdown):	£47,860.00 including VAT. Full breakdown of Contract charges is set out in the Call-Off Tender Response – Annex 4



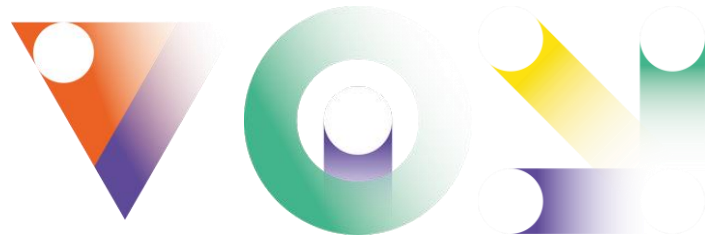
Government Office for Technology Transfer



Reimbursable Expenses:	Recoverable as set out in Schedule 3 (Charges) of the Contract Terms
Financial Transparency Objectives;	The Financial Transparency Objectives apply to this Call-Off Contract
Invoice Information:	Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier. All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: billinghamfinancialservices.dtiquiries@uksbs.co.uk with [REDACTED] in cc. Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice. The Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment. Payments will be made to billinghamfinancialservices.dtiquiries@uksbs.co.uk with [REDACTED] in cc. If you have a query regarding an outstanding payment, please contact: billinghamfinancialservices.dtiquiries@uksbs.co.uk with [REDACTED] in cc.



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Supplier Authorised Representative :	Name: [REDACTED] Email: [REDACTED] Address: [REDACTED] Telephone: [REDACTED]
Buyer Authorised Representative:	[REDACTED]
Service Levels:	The Service Levels are set out in the Call-Off Mini Competition. The Service Period is 12/02/2024 – 10/06/2024. Service Credits do not apply under this Call-Off Contract
Liability:	For the purposes of Clause 15.1.2 each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £100,000 or 150% of the Estimated Yearly Charges.
Insurances:	Public liability Insurance = £2,000,000 Employers' Liability Insurance = £5,000,000* Professional Indemnity Insurance = £1,000,000 <i>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</i>
Key Personnel:	Name: [REDACTED] Role: [REDACTED] Email: [REDACTED] Telephone: [REDACTED]



	Name: [REDACTED] Role: [REDACTED] Email: [REDACTED] Telephone: [REDACTED]
Key Subcontractors:	N/A
Progress Meetings and Progress Reports:	The Supplier shall attend Progress Meetings with the Buyer every month in accordance with the terms of the Call-Off Mini Competition. The Supplier shall provide the Buyer with Progress Reports every month in accordance with the terms of the Call-Off Mini Competition.
Buyer Third Parties:	N/A
Owner of New IPR:	GOTT
Commercially Sensitive Information:	The Suppliers pricing breakdown and information to be shared by GOTT detailed within Appendix 3
Cyber Essentials Certification:	Not required
Guarantor:	Not applicable
Incorporated Terms:	The following documents are incorporated into the Call-Off Contract. If the documents conflict, the following order of precedence applies: 1. this Call-Off Award Form;



	2. the Contract Terms (as set out or referred to in Annex 2), as amended or supplemented by the Call-Off Special Terms (if any) set out in this Call-Off Award Form; 3. Appendix 3 – Commercially Sensitive Information 4. the Processing Details (as set out in Annex 3); 5. the Call-Off Mini Competition (as set out or referred to in Annex 1); and 6. the Call-Off Tender Response (as set out or referred to in Annex 4)
Call-Off Special Terms:	N/A



Formation of Call-Off Contract

By signing and returning this Call-Off Award Form (which may be done by electronic means) the Supplier agrees to enter the Call-Off Contract with the Buyer to provide the Deliverables and Services in accordance with the terms of this Call-Off Award Form (including the Contract Terms and the other Call-Off Incorporated Terms).

Signed for and on behalf of the Parties as follows:

The Government Office for Technology Transfer

Signature:

Name:

Role:

Date:

Wellspring EMEA Ltd

Signature:

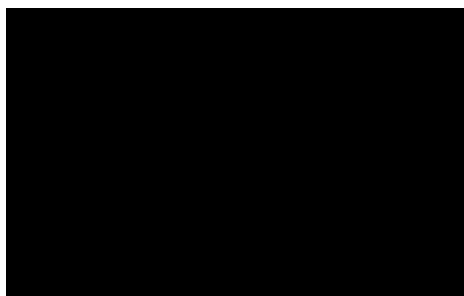
Name:

Role:

Date:



Annex 1: Call-Off Mini-Competition





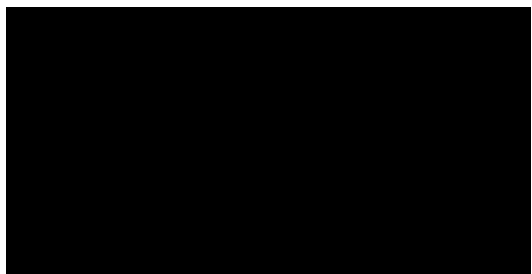
Annex 2: Contract Terms



Annex 2 GOTT
Dynamic Purchasing



Appendix 3: Commercially Sensitive Information





Annex 3: Processing Details

The contact details of the Buyer's Data Protection Officer are:

DSIT Data Protection Officer
Department for Science, Innovation & Technology
1 Victoria Street
London
SW1H 0ET
dataprotection@energysecurity.gov.uk

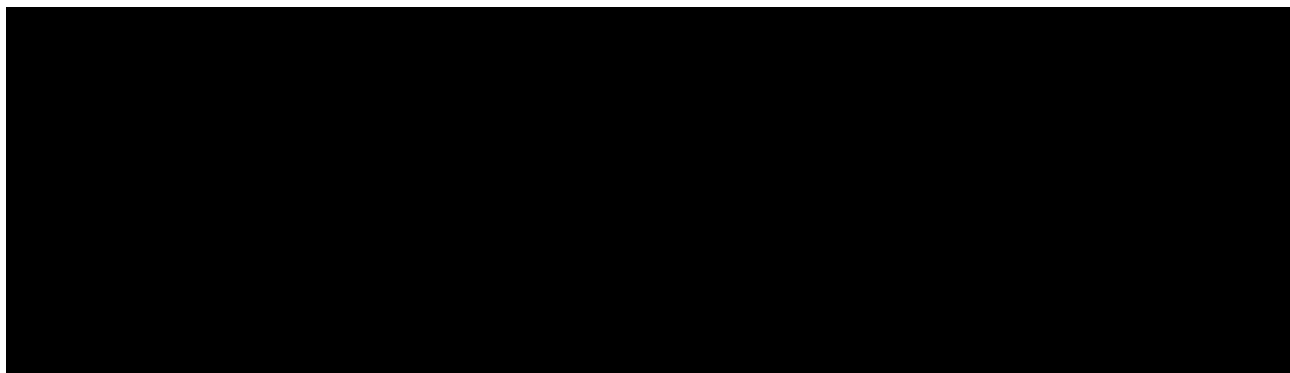
The contact details of the Supplier's Data Protection Officer are:

Wellspring executive with responsibility for Data Protection
Wellspring EMEA
Elaine Eggington
Elaine.Eggington@wellspring.com

The Processor shall comply with any further written instructions with respect to Processing by the Controller.

Any such further instructions shall be incorporated into this Annex.

Description	Details





Annex 4: Call-Off Tender Response

