



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 NHM004 – Chalk-Dating AI Tool. This Call-Off Award Form dated 16/02/2024 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 NHM004 – Chalk-Dating AI Tool.

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**).

<b>Call-Off Contract Reference:</b>	UKHSA004 – Feasibility Study
<b>Relevant Category of the DPS:</b>	Category 2, <i>IP and Commercialisation</i>
<b>Buyer:</b>	The Government Office for Technology Transfer
<b>Supplier:</b>	Wellspring EMEA Ltd
<b>Call-Off Start Date:</b>	Monday, 19 <sup>th</sup> August 2024
<b>Call-Off Expiry Date:</b>	Friday, 28 <sup>th</sup> February 2025
<b>Call-Off Optional Extension Period:</b>	N/A
<b>Specification of Deliverables and Services:</b>	As per the Call-Off Mini Competition and Call-Off Tender Response – Annex 1 and 4
<b>Charges (including full cost breakdown):</b>	£ 41,050.00 excluding VAT.  Full breakdown of Contract charges is set out in the Call-Off Tender Response – Annex 4



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# Government Office for Technology Transfer



<b>Reimbursable Expenses:</b>	Recoverable as set out in Schedule 3 (Charges) of the Contract Terms
<b>Financial Transparency Objectives;</b>	The Financial Transparency Objectives apply to this Call-Off Contract
<b>Invoice Information:</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: [REDACTED]</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>Payments will be made to [REDACTED]</p> <p>If you have a query regarding an outstanding payment, please contact: [REDACTED]</p>
<b>Supplier Authorised Representative :</b>	[REDACTED]



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<b>Buyer Authorised Representative:</b>	
<b>Service Levels:</b>	<p>The Service Levels are set out in the Call-Off Mini Competition. The Service Period is 19/08/2024 – 28/02/2025.</p> <p>Service Credits do not apply under this Call-Off Contract</p>
<b>Liability:</b>	<p>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 <b>150%</b> of the Estimated Yearly Charges.</p>
<b>Insurances:</b>	<p>Public liability Insurance = £2,000,000</p> <p>Employers' Liability Insurance = £5,000,000*</p> <p>Professional Indemnity Insurance = £1,000,000</p> <p><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></p>
<b>Key Personnel:</b>	
<b>Key Subcontractors:</b>	N/A
<b>Progress Meetings and Progress Reports:</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every month in accordance with the terms of the Call-Off Mini Competition.</p> <p>The Supplier shall provide the Buyer with Progress Reports every month in accordance with the terms of the Call-Off Mini Competition.</p>



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<b>Buyer Third Parties:</b>	N/A
<b>Owner of New IPR:</b>	GOTT/UKHSA
<b>Commercially Sensitive Information:</b>	<ol style="list-style-type: none"><li>1. Suppliers' full fiscal breakdown including day rate</li><li>2. Suppliers' full proposal including methodology</li></ol>
<b>Cyber Essentials Certification:</b>	Not required
<b>Guarantor:</b>	Not applicable
<b>Incorporated Terms:</b>	<p>The following documents are incorporated into the Call-Off Contract. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"><li>1. this Call-Off Award Form;</li><li>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;</li><li>3. the Processing Details (as set out in Annex 3);</li><li>4. the Call-Off Mini Competition (as set out or referred to in Annex 1); and</li><li>5. the Call-Off Tender Response (as set out or referred to in Annex 4)</li></ol>
<b>Call-Off Special Terms:</b>	N/A



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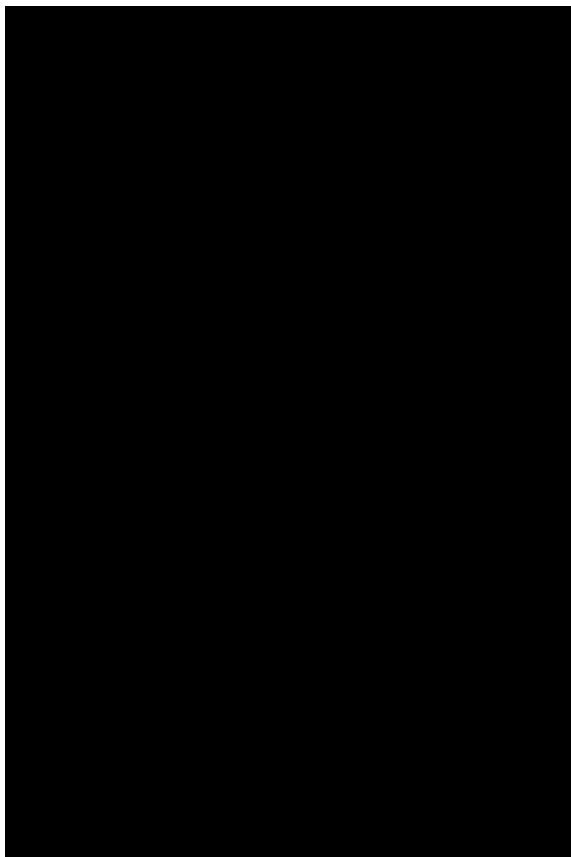


## Formation of Call-Off Contract

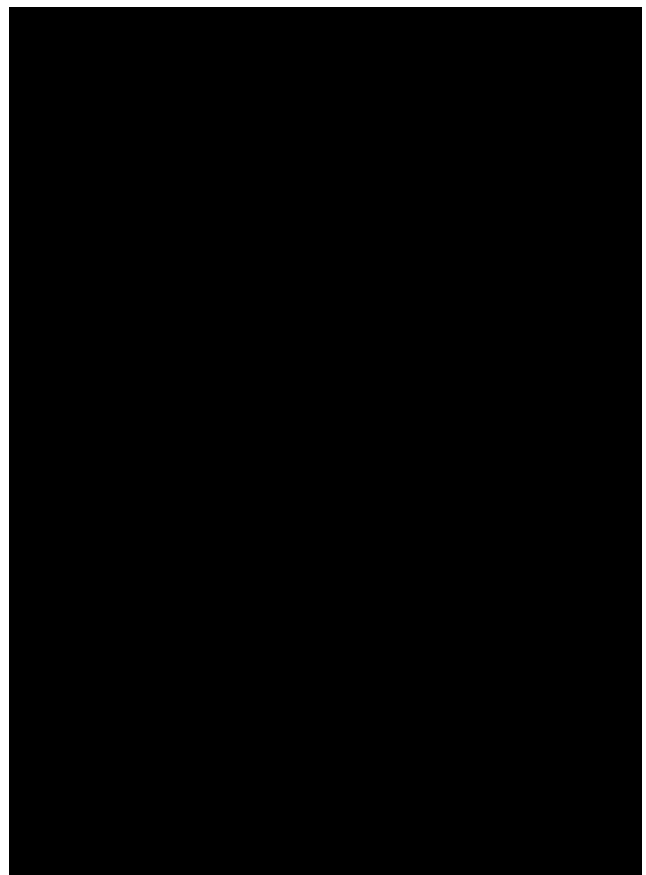
By signing and returning this Call-Off Award Form (which may be done by electronic means) the Supplier agrees to enter the Call-Off Contract with the Buyer to provide the Deliverables and Services in accordance with the terms of this Call-Off Award Form (including the Contract Terms and the other Call-Off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

Signed for and on behalf of the Parties as follows:

**Buyer - The Government Office for  
Technology Transfer**



**Supplier - Wellspring EMEA Ltd**





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## Annex 1: Call-Off Mini-Competition





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## Annex 2: Contract Terms



Annex 2 GOTT  
Dynamic Purchasing



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## 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**



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

Name



Email:



Address: 31–35 Kirby Street, London, EC1N 8TE

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
Identity of Controller for each Category of Personal Data	<p><b>The Buyer is Controller and the Supplier is Processor</b></p> <p>The Parties acknowledge that in accordance with Paragraph 2 of Schedule 20 to the Contract Terms and for the purposes of the Data Protection Legislation, the Buyer is the Controller and the Supplier is the Processor of the following Personal Data:</p> <ul style="list-style-type: none"><li><i><b>Names, personal contact details, and work contact details of UKHSA employees who are involved with this Contract or have a function in supporting the delivery of this contract.</b></i></li></ul> <p><b>The Supplier is Controller and the Buyer is Processor</b></p> <p>The Parties acknowledge that for the purposes of the Data Protection Legislation, the Supplier is the Controller and the Buyer is the Processor in</p>



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	<p>accordance with Paragraph 2 of Schedule 20 of the following Personal Data:</p> <p><b><i>Names, and contact details of Wellspring EMEA Ltd staff who are working on this Contract.</i></b></p> <p><b>The Parties are Joint Controllers</b></p> <ul style="list-style-type: none"> <li>• <i>N/A</i></li> </ul> <p><b>The Parties are Independent Controllers of Personal Data</b></p> <p>The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:</p> <ul style="list-style-type: none"> <li>• <b><i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i></b></li> <li>• <b><i>Business contact details of any directors, officers, employees, agents, consultants and contractors of Buyer (excluding the Supplier Personnel) engaged in the performance of the Buyer's duties under the Contract) for which the Buyer is the Controller,</i></b></li> </ul>
Duration of the Processing	<i>Duration of the contract</i>
Nature and purposes of the Processing	<p><i>For the purpose of undertaking the services associated with delivering this contract. This includes recording the names, contact details and intellectual contribution to scientific and engineering projects undertaken by NHM staff members, including those projects which have been undertaken as part of the programme in collaboration / association with contributors who are external to NHM.</i></p> <p><i>The nature of the Processing means any operation such as collection, recording, organisation, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure or destruction of data (whether or not by automated means) etc.</i></p>



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	<i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc.</i>
Type of Personal Data	<i>name, address, email, number, telephone number, professional position, intellectual contribution to a project.</i>
Categories of Data Subject	<i>Staff (including volunteers, agents, and temporary workers), customers/ clients, suppliers, contractors, collaborators, patients, students, users of a particular website etc</i>
Plan for return and destruction of the data once the Processing is complete UNLESS requirement under law to preserve that type of data	<i>3 calendar years from 31/05/2024</i>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	N/A
Protective Measures that the Supplier and, where applicable, its Sub-contractors have implemented to protect Personal Data processed under this Contract Agreement against a breach of security (insofar as that breach of security relates to data) or a Personal Data Breach	<i>Project information will be hosted on secure data servers.</i>  <i>Access to project documents, including personal data, will be restricted to those UKHSA, GOTT, and Wellspring EMEA Ltd employees who are directly involved with this market assessment.</i>



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## Annex 4: Call-Off Tender Response

