



Crown
Commercial
Service

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	[REDACTED]
Call-Off Contract reference	con_22798
Call-Off Contract title	Business Continuity Management Tool 2023
Call-Off Contract description	Cloud-based, web-accessible solution that is used by the Buyer to draft, maintain, test and exercise Business Continuity plans.
Start date	1 October 2023
Expiry date	30 September 2026
Call-Off Contract value	[REDACTED] Total £168,000
Charging method	Invoice
Purchase order number	TBC

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	Secretary of State for Justice, on behalf of the Crown Ministry of Justice 102 Petty France London SW1H 9AJ
To the Supplier	Continuity2 Limited +44 (0) 845 09 444 02 Office 5f Centrum House 38 Queen Street Glasgow Scotland G1 3DX Company number: SC237673
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 1 October 2024 and is valid for 36 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 1 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	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> • Lot 2: Cloud software
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <ul style="list-style-type: none"> • 2.5.13 Operations Management (Business Continuity)
Additional Services	
Location	<p>The Services will be delivered to 102 Petty France, London, SW1H 9AJ, all other Buyer offices (UK wide including government buildings) and to Buyer staff working remotely.</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract are as set out in the Supplier's G-Cloud 13 service offer including alignment of the service with ISO22301.</p>
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are as set out in the Supplier's G-Cloud 13 service offer.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier's G-Cloud 13 service offer.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is as set out in the Supplier's G-Cloud 13 service of</p>

Offboarding	<p>The offboarding plan for this Call-Off Contract is as set out in the Supplier's G-Cloud 13 service offer.</p>
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Collaboration agreement	Not applicable.
Limit on Parties' liability	<div data-bbox="525 535 722 573" data-label="Text"> [REDACTED] </div>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 6 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	The Buyer is responsible for the Buyer Staff having access to the internet to access the cloud software.
Buyer's equipment	Not applicable.

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	Invoices will be sent to: Email: APinvoices-MOJ-U@gov.sscl.com [REDACTED]
Invoice information required	[REDACTED]

Invoice frequency	[REDACTED]
Call-Off Contract value	The total value of this Call-Off Contract is £168,000 including the Extension Option.
Call-Off Contract charges	[REDACTED]

Additional Buyer terms

Performance of the Service	[REDACTED]
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Guarantee	[REDACTED]
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.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

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

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 36 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

- 2.1 The following Framework Agreement clauses (including clauses and defined terms referenced by them) as modified under clause 2.2 are incorporated as separate Call-Off Contract obligations and apply between the Supplier and the Buyer:
 - 2.3 (Warranties and representations)
 - 4.1 to 4.6 (Liability)
 - 4.10 to 4.11 (IR35)
 - 10 (Force majeure)
 - 5.3 (Continuing rights)
 - 5.4 to 5.6 (Change of control)
 - 5.7 (Fraud)
 - 5.8 (Notice of fraud)
 - 7 (Transparency and Audit)
 - 8.3 (Order of precedence)
 - 11 (Relationship)
 - 14 (Entire agreement)
 - 15 (Law and jurisdiction)
 - 16 (Legislative change)
 - 17 (Bribery and corruption)
 - 18 (Freedom of Information Act)
 - 19 (Promoting tax compliance)
 - 20 (Official Secrets Act)
 - 21 (Transfer and subcontracting)
 - 23 (Complaints handling and resolution)

- 24 (Conflicts of interest and ethical walls)
- 25 (Publicity and branding)
- 26 (Equality and diversity)
- 28 (Data protection)
- 31 (Severability)
- 32 and 33 (Managing disputes and Mediation)
- 34 (Confidentiality)
- 35 (Waiver and cumulative remedies)
- 36 (Corporate Social Responsibility)
- paragraphs 1 to 10 of the Framework Agreement Schedule 3

2.2 The Framework Agreement provisions in clause 2.1 will be modified as follows:

2.2.1 a reference to the 'Framework Agreement' will be a reference to the 'Call-Off Contract'

2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'

2.2.3 a reference to the 'Parties' and a 'Party' will be a reference to the Buyer and Supplier as Parties under this Call-Off Contract

2.3 The Parties acknowledge that they are required to complete the applicable Annexes contained in Schedule 7 (Processing Data) of the Framework Agreement for the purposes of this Call-Off Contract. The applicable Annexes being reproduced at Schedule 7 of this Call-Off Contract.

2.4 The Framework Agreement incorporated clauses will be referred to as incorporated Framework clause 'XX', where 'XX' is the Framework Agreement clause number.

2.5 When an Order Form is signed, the terms and conditions agreed in it will be incorporated into this Call-Off Contract.

3. Supply of services

[REDACTED]

4. Supplier staff

[REDACTED]

5. Due diligence

[REDACTED]

6. Business continuity and disaster recovery

[REDACTED]

7. Payment, VAT and Call-Off Contract charges

[REDACTED]

8. Recovery of sums due and right of set-off

[REDACTED]

9. Insurance

[REDACTED]

10. Confidentiality

[REDACTED]

11. Intellectual Property Rights

[REDACTED]

12. Protection of information

[REDACTED]

13. Buyer data

[REDACTED]

14. Standards and quality

[REDACTED]

16. Security

[REDACTED]

17. Guarantee

[REDACTED]

18. Ending the Call-Off Contract

[REDACTED]

19. Consequences of suspension, ending and expiry

[REDACTED]

20. Notices

[REDACTED]

21. Exit plan

[REDACTED]

22. Handover to replacement supplier

[REDACTED]

23. Force majeure

[REDACTED]

24. Liability

[REDACTED]

25. Premises

[REDACTED]

26. Equipment

[REDACTED]

27. The Contracts (Rights of Third Parties) Act 1999

[REDACTED]

28. Environmental requirements

[REDACTED]

29. The Employment Regulations (TUPE)

[REDACTED]

30. Additional G-Cloud services

[REDACTED]

31. Collaboration

[REDACTED]

32. Variation process

[REDACTED]

33. Data Protection Legislation (GDPR)

[REDACTED]

Schedule 1: Services

Service Definition Document

[REDACTED]

G-Cloud 13 Catalogue Listing

[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]

Annex 1: Processing Personal Data

[REDACTED]

Annex 2: Joint Controller Agreement

[REDACTED]

