

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_23223 |
| Call-Off Contract title | Justice Digital Improvement |
| Call-Off Contract description | Justice Digital Improvement deliverables and activity |
| Start date | 20 th November 2023 |
| Expiry date | 31 st May 2024 |
| Call-Off Contract value | £450,000 (excluding VAT and Expenses) |
| Charging method | BACS / Basware / Zanzibar |
| 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 | The Secretary of State for Justice Ministry of Justice Commercial and Contract Directorate Zone 3.19, 3 rd Floor 10 South Colonnade Canary Wharf E14 4PU |
| To the Supplier | North Highland UK 8th and 9th Floor, 10 Bloomsbury Way, London, WC1A 2SL Company number: 04801815 DUNS number: 804665990 Rating: IR3 |
| Together the 'Parties' | |

Principal contact details

For the Buyer:

[REDACTED]

For the Supplier:

[REDACTED]

Call-Off Contract term

| | |
|------------------------------------|--|
| <p>Start date</p> | <p>This Call-Off Contract Starts on 20th November 2023 and is valid for 6 Months.</p> |
| <p>Ending (termination)</p> | <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> |
| <p>Extension period</p> | <p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 4 weeks 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"> • [REDACTED] |
| 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> |
| Additional Services | N/A |
| Location | <p>The Services will be delivered to 102 Petty France, 10 South Colonnade or other appropriate MOJ sites as agreed in advance.</p> |
| Quality Standards | <p>The quality standards required for this Call-Off Contract are</p> <p>The Supplier will comply with those protocols and ways of working established by the Buyer's Justice Digital Leadership team where required either advised separately through the operational process or as an addendum added as an Annex to Schedule 1</p> |
| Technical Standards: | <p>The technical standards used as a requirement for this Call-Off Contract are;</p> <ul style="list-style-type: none"> • The Supplier will deliver services in accordance with the requirements of the G-Cloud 13 Framework, including adherence to the Technology Code of Practice. |
| Service level agreement: | NA |

| | |
|-------------------|---|
| Onboarding | <p>The Supplier will engage with the Customer and selected 3rd party service providers as a result of this work. The Supplier will endeavour to provide services scalable to the nature of the work undertaken by the Team in the initial phases of the engagement.</p> <p>Individual Delivery resources to be utilised are directly employed by the Supplier. Supplier to complete basic security vetting on all new and existing staff onboarded over the course of the Delivery where these resources will have access to Crown Data or property, appropriate to the level of access required. Security verification shall include at a minimum: Identity, Employment history (minimum past three years), Nationality and immigration status, Criminal record Basic CRC (Criminal Records Check), and Adverse Financial Information Check. (BPSS check)</p> |
|-------------------|---|

| | |
|--------------------------------|--|
| Offboarding | <p>The offboarding plan for this Call-Off Contract is to be confirmed through an Exit Management plan agreed no later than 6 weeks from Start Date of the contract</p> |
| Collaboration agreement | NA |

| | |
|------------------------------------|--|
| Limit on Parties' liability | [REDACTED] |
| Insurance | <p>The 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 | [REDACTED] |
| Buyer's equipment | [REDACTED] |

Supplier's information

| | |
|-----------------------------------|----|
| Subcontractors or partners | NA |
|-----------------------------------|----|

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 following Supplier invoice |
| Payment profile | The payment profile for this Call-Off Contract is in arrears as defined in Schedule 2. Price is capped at £450,000 (excl VAT) |

| | |
|--|---|
| Invoice details | [REDACTED] |
| Who and where to send invoices to | [REDACTED] |
| Invoice information required | [REDACTED] |
| Invoice frequency | [REDACTED] |
| Call-Off Contract value | The total value of this Call-Off Contract is capped at £450,000 |
| Call-Off Contract charges | The breakdown of the Charges is shown within Schedule 2 of this contract. |

Additional Buyer terms

| | |
|--|----------------------------|
| Performance of the Service | As described in Schedule 1 |
| Guarantee | N/A |
| Warranties, representations | NA |
| Supplemental requirements in addition to the Call-Off terms | NA |

| | |
|--|------|
| Alternative clauses | NA |
| Buyer specific amendments to/refinements of the Call-Off Contract terms | NA]. |
| Personal Data and Data Subjects | NA |
| Intellectual Property | NA |
| Social Value | NA |

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 | [REDACTED] | [REDACTED] |
| Signature | [REDACTED] | [REDACTED] |
| Date | [REDACTED] | [REDACTED] |

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

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[REDACTED]

Part B: Terms and conditions

[REDACTED]

Schedule 1: Services

[REDACTED]

Schedule 2: Call-Off Contract charges

[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

[REDACT

