



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

Part A: Order Form	2
Part B: Terms and conditions	16
Schedule 1: Services	37
Schedule 2: Call-Off Contract charges	38
Schedule 3: Collaboration agreement	39
Schedule 4: Alternative clauses	40
Schedule 5: Guarantee	45
Schedule 6: Glossary and interpretations	46
Schedule 7: UK GDPR Information	65
Annex 1: Processing Personal Data	65

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	641799007205748
Call-Off Contract reference	C1765
Call-Off Contract title	Open Source Investigation/ Internet Intelligence and Investigation for HM Treasury
Call-Off Contract description	A fully managed Cloud Software Service for online investigation, open source research, and internet evidence capture. A fully audited platform empowering LEA's/HMG investigators to operate on the internet with a managed digital footprint, and to capture and produce evidence to an evidential standard.
Start date	5/07/2023
Expiry date	05/07/2024
Call-Off Contract value	Year 1 £48,022.64 excluding VAT Year 2 if extended - £39,000.00 excluding VAT
Charging method	<div><div>REDACTED</div><div>TEXT under FOIA Section 40, Personal Information</div></div>

	<div>REDACTED</div> <div>TEXT under FOIA Section 40, Personal Information</div>
Purchase order number	<div>REDACTED</div> <div>TEXT under FOIA Section 40, Personal Information</div>

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	<div>REDACTED</div> <div>TEXT under FOIA Section 40, Personal Information</div>
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To the Supplier	<div data-bbox="427 185 1209 560"><div><div></div><div>REDACTED TEXT</div></div><div><div></div><div>under FOIA Section 40, Personal</div></div><div><div></div><div>Information</div></div><div><div></div></div><div><div></div></div></div>
Together the 'Parties'	

Principal contact details

For the Buyer:

<div data-bbox="146 1052 766 1254"><div><div></div><div>REDACTED</div></div><div><div></div><div>TEXT under FOIA Section 40,</div></div><div><div></div><div>Personal Information</div></div></div>
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For the Supplier:

<div data-bbox="146 1366 766 1579"><div><div></div><div>REDACTED</div></div><div><div></div><div>TEXT under FOIA Section 40,</div></div><div><div></div><div>Personal Information</div></div><div><div></div></div></div>
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Call-Off Contract term

Start date	This Call-Off Contract Starts on 05/07/2023 and is valid for 1 year with an option to extend for a second year
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<p>Ending (termination)</p>	<div data-bbox="531 174 1406 524" data-label="Image"> <p>A rectangular area containing several horizontal grey bars of varying lengths, with the word 'REDACTED' in large red capital letters centered over them.</p> </div>
<p>Extension period</p>	<div data-bbox="531 595 1399 1025" data-label="Image"> <p>A rectangular area containing several horizontal grey bars of varying lengths, with the word 'REDACTED' in large red capital letters centered over them.</p> </div> <div data-bbox="673 1055 1414 1254" data-label="Text"> <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> </div> <div data-bbox="525 1285 1391 1359" data-label="Text"> <p>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</p> </div>

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	<div>REDACTED</div> <p>Further details of the services available under this Call-Off Contract are available at: https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/641799007205748</p>
Additional Services	N/A
Location	<p>The Services will be delivered to the Buyer via the IIS private cloud hosted, supported and managed in the UK including all associated connectivity.</p>
Quality Standards	<div>REDACTED</div>
Technical Standards:	<p>The technical standards required for this Call-Off Contract are as already defined in the Service Definition Document available at: https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/641799007205748</p>
Service level agreement:	<div>REDACTED</div>

Onboarding	The onboarding plan for this Call-Off Contract is Initial Project Kick off meeting between buyer and supplier personnel.
Offboarding	<div>REDACTED</div>
Collaboration agreement	Not Used

Limit on Parties' liability

[REDACTED]

REDACTED

[REDACTED]

[REDACTED]

[REDACTED]

Insurance

REDACTED

Buyer's responsibilities

REDACTED

Buyer's equipment

REDACTED

Supplier's information

Subcontractors or partners	N/A
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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
Payment profile	<p>The payment profile for this Call-Off Contract is annually in advance.</p> <p>Any additional licences purchased throughout the initial period will be pro-rated for the applicable licence year in which they are added and then annually thereafter.</p>
Invoice details	The Supplier will issue electronic invoices. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	<div>REDACTED</div>

Invoice information required	All invoices must include - Contract reference number and title - Purchased order number - Invoice period - Description of services provided
Invoice frequency	Invoice will be sent to the Buyer annually in advance.
Call-Off Contract value	The total value of this Call-Off Contract is £ £48,022.64 excluding VAT for a 12 month period.
Call-Off Contract charges	The breakdown of the Charges is in Schedule 2

Additional Buyer terms

Performance of the Service	<div><div></div><div>REDACTED</div></div>
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Guarantee	Not Used
Warranties, representations	Not Used
Supplemental requirements in addition to the Call-Off terms	Not Used
Alternative clauses	None

Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A	
Personal Data and Data Subjects	Schedule 7 – Annex 1 applies	
Intellectual Property	<div>REDACTED</div>	
Social Value	<p>Please refer to the Social Value Model</p> <p>Theme 5 - Wellbeing</p> <div>REDACTED</div>	

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 TEXT under FOIA Section 40, Personal Information	
Title		
Signature		
Date		

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