

G-Cloud 13 Call-Off Contract

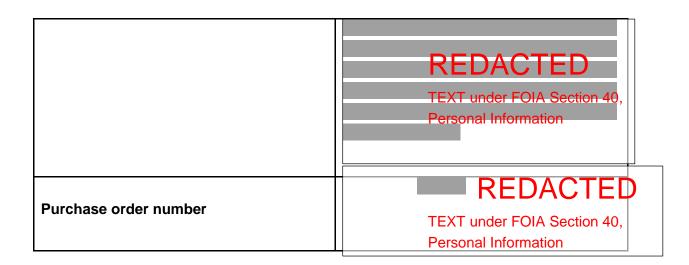
This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

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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	641799007205748
Call-Off Contract reference	C1765
Call-Off Contract title	Open Source Investigation/ Internet Intelligence and Investigation for HM Treasury
	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.
Call-Off Contract description	
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	REDACTED TEXT under FOIA Section 40, Personal Information



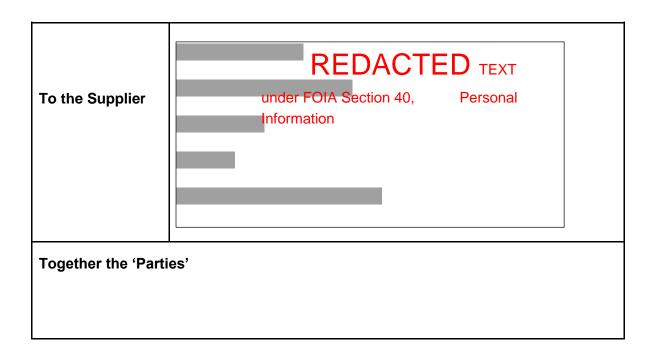
This Order Form is issued under the G-Cloud 13 Framework Agreement (RM1557.13).

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.

	REDA	CTED TEXT under
From the Buyer	FOIA Section 40,	Personal Information



Principal contact details

For the Buyer:



For the Supplier:



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

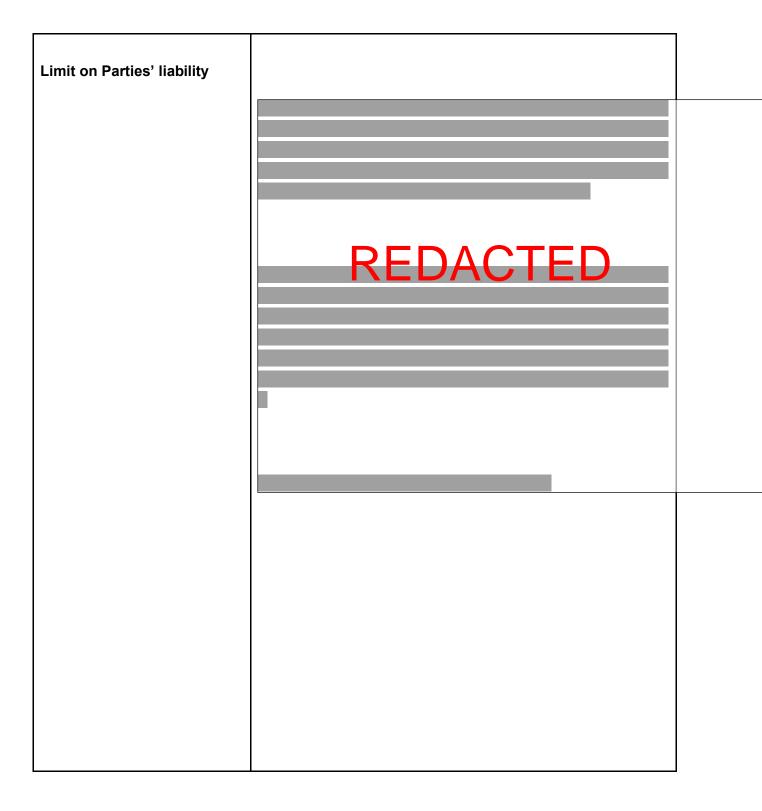
Ending (termination)	REDACTED	
Extension period	REDACTED	
	If a buyer is a central government department and the contract Term is intended to exceed 24 months, then under the Spend Controls process, prior approval must be obtained from the Government Digital Service (GDS). Further guidance: <u>https://www.gov.uk/service-manual/agile-delivery/spend-controls- check-if-you-need-approval-to-spend-money-on-a-service</u>	

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.

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G-Cloud Lot	This Call-Off Contract is for the provision of Services Under:	
	Lot 2: Cloud software	
G-Cloud Services required	REDACTED	
	Further details of the services available under this Call-Off Contract are available at: <u>https://www.applytosupply.digitalmarketplace.servic</u> <u>e.gov.uk/g-cloud/services/641799007205748</u>	
Additional Services	N/A	
Location	The Services will be delivered to the Buyer via the IIS private cloud hosted, supported and managed in the UK including all associated connectivity.	
Quality Standards	REDACTED	
Technical Standards:	The technical standards required for this Call-Off Contract are as already defined in the Service Definition Document available at: <u>https://www.applytosupply.digitalmarketplace.service.gov.u</u> <u>k/g-cloud/services/641799007205748</u>	
Service level agreement:	REDACTED	

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



Insurance	REDACTED	
Buyer's responsibilities	REDACTED	
Buyer's equipment	REDACTED	

Subcontractors or partners	N/A

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	The payment profile for this Call-Off Contract is annually in advance. 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.	
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	REDACTED	

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 $\pounds \pounds 8,022.64$ 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	REDACTED	

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	REDACTED	
Social Value	Please refer to the <u>Social Value Model</u>	
	Theme 5 - Wellbeing	

- 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.
- 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		
Title	Section 40, Per	sonar information
Signature		
Date		

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