



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 KACE Webinar Series. This Call-Off Award Form dated 31/01/2024 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 KACE Webinar Series.

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**).

Call-Off Contract Reference:	Jaggaer project number: project_2820 Jaggaer ITT number: itt_1273
Relevant Category of the DPS:	Category 2, IP and commercialisation strategy
Buyer:	The Government Office for Technology Transfer
Supplier:	Oxentia Ltd
Call-Off Start Date:	02/02/2024
Call-Off Expiry Date:	30/10/2024
Call-Off Optional Extension Period:	N/a
Specification of Deliverables and Services:	As described in Annex 1: HSE IP Audit Mini-Competition, 'Specification'
Charges (including full cost breakdown):	The Charges will be in accordance with Annex 4: Part D of the Cost Breakdown in the supplier's Financials. GOTT will pay on completion of each milestone and the supplier must ensure that the invoice references the relevant milestone and its associated cost breakdown.



	Price Breakdown per Milestone	
	<Redacted under s43 of the FOIA>	<Redacted under s43 of the FOIA>
	<Redacted under s43 of the FOIA>	<Redacted under s43 of the FOIA>
	<Redacted under s43 of the FOIA>	<Redacted under s43 of the FOIA>
	<Redacted under s43 of the FOIA>	<Redacted under s43 of the FOIA>
	Total Price of Milestones	£49,225
Reimbursable Expenses:	None	
Financial Transparency Objectives;	The Financial Transparency Objectives do not apply to this Call-Off Contract	
Invoice Information:	<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: billinghamfinancialservices.dtiquiries@uksbs.co.uk with <Redacted under s40 of the FOIA> in cc.</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</p>	



	<p>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 billinghamfinancialservices.dtiquiries@uksbs.co.uk with <Redacted under s40 of the FOIA> in cc.</p> <p>If you have a query regarding an outstanding payment, please contact: billinghamfinancialservices.dtiquiries@uksbs.co.uk with <Redacted under s40 of the FOIA> in cc.</p>
Supplier Authorised Representative :	<Redacted under s40 of the FOIA>
Buyer Authorised Representative:	<Redacted under s40 of the FOIA>
Service Levels:	<p>Service Levels do not apply under this Call-Off Contract.</p> <p>Service Credits do not apply under this Call-Off Contract.</p>
Liability:	<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</p>



	<p>no more than the greater of £100,000 or 150% of the Estimated Yearly Charges.</p> <p>In accordance with Clause 15.5, the Supplier's total aggregate liability in each Contract Year under Clause 18.8.5 is no more than the Data Protection Liability Cap, being £5,000,000.</p>
Insurances:	<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>
Key Personnel:	<p><Redacted under s40 of the FOIA></p>
Key Subcontractors:	<p>N/a</p>
Progress Meetings and Progress Reports:	<p>The Supplier shall attend Progress Meetings with the Buyer in accordance with the terms of the Call-Off Mini Competition.</p> <p>The Supplier shall provide the Buyer with Progress Reports in accordance with the terms of the Call-Off Mini Competition.</p>
Buyer Third Parties:	<p>N/A</p>
Owner of New IPR:	<p>GOTT</p>
Commercially Sensitive Information:	<p>Oxentia Technical Response</p> <p>Oxentia Commercial Response</p>



Cyber Essentials Certification:	Not required
Guarantor:	N/a
Incorporated Terms:	<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">1. this Call-Off Award Form;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;3. the Processing Details (as set out in Annex 3);4. the Call-Off Mini Competition (as set out or referred to in Annex 1); and5. the Call-Off Tender Response (as set out or referred to in Annex 4)
Call-Off Special Terms:	N/a



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:

**The Government Office for
Technology Transfer**

Oxentia Ltd

Signature:

Signature:

Name:

Name:

Role:

Role:

Date:

Date:



Annex 1: Call-Off Mini-Competition



GOTT DPS KACE
Webinar Series Mini-C



Annex 2: Contract Terms

GOTT DPS Contract Terms:



GOTT DPS Contract
Terms.pdf



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
dataprotection@energysecurity.gov.uk

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

<Redacted under s40 of the FOIA>

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>The Buyer is Controller and the Supplier is Processor</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"><i>Names, personal contact details, and work contact details of Oxentia employees who are involved with the delivery of this IP contract.</i> <p>The Parties are Joint Controllers</p>



	<p>The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:</p> <p>N/A</p> <p>The Parties are Independent Controllers of Personal Data</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">• <i>Business contact details of Supplier Personnel for which the Supplier is the Controller,</i>• <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>
Duration of the Processing	02/02/2024 – 30/10/2024
Nature and purposes of the Processing	<p><i>For the purpose of delivering the KACE Webinar Series. This includes recording the names and contact details of any attendees to these webinars.</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> <p><i>The purpose might include: employment processing, statutory obligation, recruitment assessment etc]</i></p>



Type of Personal Data	<i>name, address, 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 07/08/23</i>
Locations at which the Supplier and/or its Sub-contractors process Personal Data under this Contract	Oxentia Business Premises
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	Project information will be hosted on secure data servers. Access to project documents, including personal data, will be restricted to those GOTT and Oxentia employees who are directly involved with this contract.





Annex 4: Call-Off Tender Response

Oxentia Technical and Commercial response:

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