

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	3658 1728 1653 319
Call-Off Contract reference	714472450
Call-Off Contract title	ESIAM Service Support
Call-Off Contract description	This contract is to procure a number of Resources in order to support an ongoing service.
Start date	1 st April 2025
Expiry date	30 th September 2025
Call-Off Contract value	£784,375 (Ex VAT)
Charging method	Charges will be conducted electronically via CP&F in monthly arrears.
Purchase order number	[Enter purchase order number]

This Order Form is issued under the G-Cloud 14 Framework Agreement (RM1557.14).

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	Defence Digital MOD Corsham Westwells Road Corsham SN13 9NR
To the Supplier	People Source Consulting Limited trading as Experis Limited Capital Court, 30 Windsor Street, Uxbridge, England, UB8 1AB Company number: 04389799
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1st April 2025 and is valid for Six (6) 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	n/a
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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 3: Cloud support
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"> • Service Architect • Transition Support Officer • Commercial Support
Additional Services	n/a
Location	<p>MOD Corsham</p> <p>Westwells Road</p> <p>Corsham</p> <p>Wiltshire</p>

	<p>SN13 9NR</p> <p>And other locations as agreed between the parties</p>
Quality Standards	<p>The quality standards required for this Call-Off Contract:</p> <ul style="list-style-type: none"> • No specific Quality Management System requirements are defined. This does relieve the Supplier of providing conforming products under this Contract. CoC shall be provided in accordance with DEFCON 627. • No Deliverable Quality Plan is required reference DEFCON 602B 12/06. • Concessions shall be managed in accordance with Def Stan. 05-061 Part 1, Issue 7 – Quality Assurance Procedural Requirements – Concessions. • Any Contractor working parties shall be provided in accordance with Def Stan. 05-061 Part 4, Issue 4 – Quality Assurance Procedural Requirements – Contractor Working Parties.
Technical Standards:	<p>The technical standards required for this Call-Off Contract are as per the Statement of Work.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are not applicable.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is for Site passes and equipment (e.g. laptops) be issued to resources to enable them to carry out their deliverables, where applicable.</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is for resources to hand back any MOD equipment and site passes etc. on termination of the contract and notifying the Buyer Contact that this has been completed.</p>

Collaboration agreement	A collaboration agreement is not applicable to this requirement.
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss or damage to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000.00 per year.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation of or damage to any Buyer Data will not exceed £1,000,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000.00 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Safe Access and Usage of Material
Buyer's equipment	Not Applicable for this requirement.


Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>[REDACTED]</p>
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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 CP&F.
Payment profile	The payment profile for this Call-Off Contract will be paid monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent electronically via CP&F to the Programme Manager or Authorised Representative.

Invoice information required	All invoices must include the call-off contract reference; 714472450 - ESIAM Service Support.
Invoice frequency	Invoice will be sent to the Buyer on a monthly basis.
Call-Off Contract value	The total value of this Call-Off Contract is £784,375 (Ex VAT)
Call-Off Contract charges	The breakdown of the Charges is as below: 

Additional Buyer terms

Performance of the Service	This is not applicable for this call-off agreement.
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Guarantee	This is not applicable for this call-off agreement.
Warranties, representations	This is not applicable for this call-off agreement.
Supplemental requirements in addition to the Call-Off terms	This is not applicable for this call-off agreement.
Alternative clauses	This is not applicable for this call-off agreement.
Buyer specific amendments to/refinements of the Call-Off Contract terms	This is not applicable for this call-off agreement.
Personal Data and Data Subjects	This is not applicable for this call-off agreement.
Intellectual Property	This is not applicable for this call-off agreement.
Social Value	This is not applicable for this call-off agreement.

Performance Indicators	This is not applicable for this call-off agreement.
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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 clauses 8.3 to 8.6 inclusive 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 RM1557.14.

Signed	Supplier	Buyer
Name		
Title		
Signature		

Date	1 st April 2025	31 March 2025
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