

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

15

Schedule 1: Services

36

Schedule 2: Call-Off Contract charges

37

Schedule 3: Collaboration agreement

38

Schedule 4: Alternative clauses

51

Schedule 5: Guarantee

56

Schedule 6: Glossary and interpretations

65

Schedule 7: UK GDPR Information

83

Annex 1: Processing Personal Data

84

Annex 2: Joint Controller Agreement

89

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	206733972923816
Call-Off Contract reference	Con_23201
Call-Off Contract title	OASys Support and Maintenance 2023
Call-Off Contract description	OASys application support maintenance and development This service shall include: [REDACTED]
Start date	01/01/2024
Expiry date	31/12/2025
Call-Off Contract value	[REDACTED]
Charging method	The services shall be provided on a fixed price monthly fee as broken down in Schedule 2. This will be paid monthly in arrears.
Purchase order number	TBC after contract signature

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	Secretary of State for Justice Buyer's main address: 102 Petty France London SW1H 8DJ
To the Supplier	65 Gresham Street, London EC2V 7NQ Company number 02299747

Together the 'Parties'

Principal contact details

For the Buyer:

Operational Contact

[REDACTED]

Commercial

Contact

[REDACTED]

For the

Supplier:

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/01/2024 and is valid for 24 months with an option to extend for a further 12 months subject to HMPPS approvals.
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<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 1 months 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	This Call-Off Contract is for the provision of Services Under: <ul style="list-style-type: none">• [REDACTED]
G-Cloud Services required	[REDACTED]
Additional Services	The buyer may request the call off for additional development days, always subject to the Buyers internal governance procedure.

Location	Services will be delivered from the Capita teams' home locations or any secure Capita office location.
Quality Standards	The quality standards required for this Call-Off Contract are: <ul style="list-style-type: none"> • [REDACTED]
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are: <ul style="list-style-type: none"> • [REDACTED]
Service level agreement:	[REDACTED]
Onboarding	N/A

Offboarding	[REDACTED]
Collaboration agreement	N/A

<p>Limit on Parties' liability</p>	<p>[REDACTED]</p>
<p>Insurance</p>	<p>The Supplier 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	As per Schedule 1.
Buyer's equipment	[REDACTED]

Supplier's information

Subcontractors or partners	The following is a list of the Supplier's Subcontractors or Partners enter text. 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	[REDACTED]

Invoice details	The Supplier will issue an electronic invoice upon contract signature for the full amount stated. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	[REDACTED]
Invoice information required	All invoices must include purchase order number, contract and customer name, address and description of the services delivered.
Invoice frequency	Invoice will be sent to the Buyer upon contract signature monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £4.5m including any extensions subject to approvals.
Call-Off Contract charges	[REDACTED]

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones.
Guarantee	N/A
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier warrants and represents to the Buyer that [enter any additional warranties and representations] . N/A
Supplemental requirements in addition to the Call-Off terms	[REDACTED]

Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	The following clause 26.1 in this document is deleted: [REDACTED]
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1.
Intellectual Property	The contract does not provide any IPR rights to the Supplier and all IPR rights are held by the Buyer.
Social Value	Please find attached the social value commitment: [REDACTED]

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]

Appendix A

[REDACTED]

Schedule 2: Call-Off Contract charges

[REDACTED]

Schedule 3: Collaboration agreement N/A

[REDACTED]

Collaboration Agreement Schedule 2 **[Insert Outline
Collaboration Plan]**

Schedule 4: Alternative clauses

[REDACTED]

Schedule 5: Guarantee- N/A

[REDACTED]

Schedule 6: Glossary and interpretations

[REDACTED]

Schedule 7: UK GDPR Information

[REDACTED]

Annex 1: Processing Personal Data

[REDACTED]

Annex 2: Joint Controller Agreement N/A

[REDACTED]