Crown Commercial Service

G-Cloud 12 Call-Off Contract

Part A: Order Form

ecm_9957

DWP CRCF Children: Common Platforms DevOps

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

Schedules 1 to 7, Part B: Terms and Conditions, and:

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.

Digital Marketplace service ID number	Service ID: 5881 1806 7455 048
Call-Off Contract reference	ecm_9957
Call-Off Contract title	CRCF Children – Common Platforms DevOps
Call-Off Contract description	Assist the Buyer in DevOps consultancy and engineering.
Start date	01/04/2022
Expiry date	31/12/2022
Call-Off Contract value	**Initial term:** up to a maximum value of £210,200.00 (as set out in the "Call-Off Contract charges" section below) **Optional Extension Period:** up to a maximum value of £68,040.00 (as set out in the "Call-Off Contract charges" section below) **Potential total Contract value:** up to a maximum value of £278,240.00 All values quoted are excluding any applicable Value Added Tax (VAT).
Charging method	Time and Materials
Purchase order number	To be confirmed by the Buyer post Call-Off Contract signature

This Order Form is issued under the G-Cloud 12 Framework Agreement (RM1557.12).

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 professional 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	Department for Work and Pensions Caxton House Tothill Street London SW1H 9NA
To the Supplier	Red Hat Limited +353 21 230 3400 6700 Cork Airport Business Park Kinsale Road Cork Ireland Co Reg: 304873 UK VAT REG: GB875232905 Purchase orders: po-to-redhat-emea@redhat.com
Together the 'Parties'	

Principal contact details

For the Buyer:	[REDACTED]
For the Supplier	[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on **1st April 2022** and is valid for **9 calendar months**. The date and number of days or months is subject to clause 1.2 in Part B below.

Ending (termination)	The notice period for the Supplier needed for Ending the Call Off Contract is at least 30 Working Days from the date of written notice for undisputed sums (as per clause 18.6). The notice period for the Buyer is 30 days for Ending the Call Off Contract from the date of written notice for Ending without cause (as per clause 18.1). Where an individual Order Form is terminated prior to the expiry date of the Order Form, the Supplier shall be paid the Charges equating to the Services delivered at the date of termination (for the avoidance of doubt this will include all withheld Supplier margins relating to such Charges) Termination of the Call Off shall not terminate any Order in course of delivery at the date of termination of the Call Off, such Order will continue in force and be subject to the Call Off terms. Either party may terminate the order form for material un-remedied breach by giving 30 days written notice.
Extension period	This Call-off Contract can be extended by the Buyer for 1 period of up-to a maximum of three months, by giving the Supplier 1 month written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.

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: • Lot 3: Cloud support
G-Cloud services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below: • 2.7.1 planning • 2.7.2 assisting Buyer in setup and migration Further detail of the Services to be provided by the Supplier under this Call-Off Contract is detailed in section “Performance of Professional Services” .
Additional Services	Additional Services are not applicable to this Call-Off Contract unless this Call-Off Contract is subsequently varied post the Start Date through the Variation process set out in clause 32 of this Call-Off Contract.
Location	The main Buyer base location of the Services shall be the Buyer hub location: Benton Park View Benton Park Road Newcastle Upon Tyne NE98 1YX Attendance by the Supplier at the base location, as specified above, shall be agreed between the Parties. It is expected that the Supplier shall deliver the Services from a remote location.
Quality standards	In order to enable Supplier to comply with the required Buyer policies, Quality/Technical Standards the Buyer will provide (or give access) to all equipment, laptops, storage and infrastructure and similar as necessary for compliance. The Supplier is not obliged to modify or introduce any of its own laptops, infrastructure, equipment, procedures or policies or comply to any Buyer policies where the Buyer has not supplied the necessary means to comply.

Technical standards:	In order to enable Supplier to comply with the required Buyer policies, Quality/Technical Standards the Buyer will provide (or give access) to all equipment, laptops, storage and infrastructure and similar as necessary for compliance. The Supplier is not obliged to modify or introduce any of its own laptops, infrastructure, equipment, procedures or policies or comply to any Buyer policies where the Buyer has not supplied the necessary means to comply.
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are: **Time:** The service must be carried out within a timely fashion. **Cost:** Costs are on a Time and Materials basis and must not exceed the total ceiling value for the Call-Off Agreement. **Relationship Management:** It is expected that the Supplier will work collaboratively with the Buyer.
Onboarding	Supplier staff will be on-boarded with the Buyer in line with Buyer Responsibilities below.
Offboarding	The offboarding plan for this Call-Off Contract will be agreed by the Parties following signature of this Call-Off Contract. The Supplier shall as part of offboarding: i. handover all relevant artefacts produced in the course of the Services to the buyer, and ii. promptly return Buyer equipment and any access passed provided to the Supplier by the Buyer.
Collaboration agreement	A Collaboration Agreement is not applicable for this Call-Off Contract.

Limit on Parties' liability	The annual total liability for Buyer Data Defaults will not exceed 125**%** of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term .
Insurance	The insurance(s) required will be: • 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.
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 7 consecutive days.
Audit	Not applicable for this Contract
Buyer's responsibilities	The Buyer is responsible for:

	1. Access to the Buyer site as required (where necessary and appropriate) 2. Provision of a Buyer laptop for each of Supplier's personnel working on the project together with email account for the duration of the contract 3. Deliverables (if any) which the Supplier has helped prepare, but for which it does not have sole responsibility for delivery, are not subject to acceptance. If such Deliverables reasonably require revision after Buyer review the parties shall use the change control procedure, the Supplier will for additional charge assist Buyer in making such revisions within a period of time that is reasonable under the circumstances. 4. Buyer and the Supplier each will designate a single point of contact (SPOC) who will be responsible for coordinating its activities under this Appendix. Buyer and the Supplier each will 5. Timely access to accurate and complete information for application documentation, designs and existing automation, relative to the Services that are being provided. 6. Prompt response to questions by the Supplier and prompt review of recommendations for changes submitted by the Supplier, specifically with DDA (Digital Design Authority) and security reviews. 7. Attendance from appropriate Buyer stakeholders, defined during the discovery phase, to team ceremonies to be able to make appropriate decisions autonomously 8. Adequately qualified personnel at the times and numbers (including skill sets) agreed, who must remain available during the performance of the Services. 9. Buyer to provide a dedicated team to support on all third party integration. 10. Buyer is responsible for the content of data files, selection and implementation of controls on their access and use, and security of the stored data. 11. Buyer is responsible for ensuring that it has appropriate backup, security and virus-checking procedures in place for any computer facilities Buyer provides or which may be affected by the Services and that any such data remains retrievable speedily and economically. 12. Buyer is responsible for ensuring that all software provided by Buyer in connection with the project is properly licensed to Buyer, and that it has all appropriate Subscriptions for the Supplier Software.

	13. Buyer must comply with all the prerequisites and requirements agreed between the parties. 14. Buyer confirms that it has received from the Supplier all necessary information and details relating to the provision and performance of the Services, and their use by Buyer and that it has provided the Supplier with all necessary information allowing the Supplier, if required, to warn and/or advise Buyer in connection with the provision and performance of the Services and their use by Buyer 15. Services are estimated to be performed during the Term, as set forth in Schedule 1 of the Services (see Order Form). 16. Services will be performed during normal business hours of 8:00/9:00 AM to 5:00/6:00 PM Monday-Friday local time. 17. All information provided by Buyer to the Supplier is complete and accurate in all material respects. 18. The Supplier reserves the right to use third-party subcontractors to perform services hereunder.

Buyer's equipment	Where the Supplier is required to use Buyer's equipment for information governance and/or security reasons, the Buyer's equipment to be used within this Call-Off Contract includes:
	• Buyer supplied laptop devices
	• Smartcard/dongles
	• Access to Buyer:
	  ○ files
	  ○ email account

Supplier's information

Subcontractors or partners	No Subcontractors will be used to perform Buyer obligations under this Call-Off Contract without the Buyers consent (not to be unreasonably withheld, delayed or conditioned.

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 Purchase Order and Invoice – paid via electronic bank transfer in line with the invoicing terms set out below .
Payment profile	The payment profile for this Call-Off Contract is Time and Materials invoiced monthly in arrears in accordance with the charges stated in the Call-Off Contract charges. Payment will be made to the Supplier for the Services performed under this Call-Off Contract following the approval of monthly timesheets provided by the Supplier and the receipt of valid invoice. No rights of set off apply.
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 invoice. No rights of set off shall apply.
Who and where to send invoices to	The invoice and supporting information should be sent for approval to: [REDACTED] And TECHNOLOGY.PMOCMG@DWP.GOV.UK Final Electronic Invoices (attached to E-Mails) should be sent to: APinvoices-DWP-U@gov.sscl.com .
Invoice information required	All invoices must include: • DWP Purchase Order number * (invoices without P/O number will be rejected) • DWP contract reference number (ecm_nnnn) • Supplier remittance address • Details of the man days charged during each invoicing period • Cost of Service • VAT element of cost • Remittance date • Due Date (in accordance to the payment profile of the Call-Off Agreement).

Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	**Initial term:** up to a maximum value of £210,200.00 **Optional Extension Period:** up to a maximum value of £68,040.00 **Potential total Contract value:** up to a maximum value of £278,240.00 All values quoted are excluding any applicable Value Added Tax (VAT).
Call-Off Contract charges	[REDACTED] Buyer may order additional quantities of the Services described in the breakdowns above by issuing an updated purchase order to the Supplier specifying the ordered items and referencing this Order Form by date. By doing so, you agree that each additional order is governed exclusively by the terms of this Order Form. All values quoted are excluding any applicable Value Added Tax (VAT). Where Supplier expenses are applicable, Buyer will pay out-of-pocket expenses ("Reimbursable Expenses"), such as travel, lodging, transportation, and other expenses incurred by the Supplier associated with work performed in accordance with the Buyers expenses policy. Reimbursable Expenses per the Call-Off Contract charges summary above refers to the maximum amount of expenses allowable for redemption over both the initial and extension period. Any unused amount from the initial term's Reimbursable Expenses budget will be available for use over the extension period if required. Expenses will be billed to Client at least monthly.

Additional Buyer terms

Performance of the professional Services	This Call-Off Contract will include the following exit and offboarding activities, the actual Exit Plan will be agreed between the Parties in timely manner prior to the expiry of this Call-Off Contract: • An explicit activity to ensure that all relevant documents have been transferred to applicable DWP repositories • Knowledge transfer if relevant and agreed.

	Scoping Supplier to provide assistance in the following projects and activities: • Assist Buyer with building new Gitflow compliant code delivery pipelines targeting an AWS EC2 virtual machine (IaaS) platform. Use DWP approved tools and frameworks to automate and secure the pipeline. • Assist Buyer with building new Gitflow compliant code delivery pipelines targeting a Kubernetes (EKS) container and orchestration platform. Using DWP approved tools and frame works to automate and inherently secure the pipeline as well as define best of breed declarative artefacts for code delivery. • Assist Buyer with building the solutions that will enable Children's Digital to migrate all deployment execution tasks from Jenkins to Git Runners in line with a DWP wide mandate and retire legacy on-premises code repositories and pipelines. • Assist Buyer with supporting the definition of a new DevOps operating model that reduces TOIL and find efficiencies in operations to enable Common Platforms to continue to deliver a safe, reliable and best in class service even as budgets and the number of available DevOps engineers are drastically reduced. • Assist Buyer with design and implement a practical metrics and measurement framework which will allow Children's Digital to better assess the performance and continuously gauge the value for money of the DevOps service. Notwithstanding anything to the contrary contained herein, there are no deliverables included within the scope of Professional Services. The Professional Services will be considered as completed when the agreed number of days set forth in the "Call-Off Contract charges" section have been consumed and/or expired.
Guarantee	A Guarantee is not applicable for this Call-Off Contract
Warranties, representations	Warranties are not applicable for this Call-Off Contract

Supplemental requirements in addition to the Call-Off terms	1. **BPSS** Within the scope of the Call-Off Contract, the Supplier will and its Subcontractors (the term "Subcontractors" in this context means individuals and entities which Supplier uses to provide professional services to the Buyer and excludes vendors Supplier uses to maintain and operate its business and services generally) shall comply with HMG Baseline Personnel Security Standard (BPSS)/ Government Staff Vetting Procedures Version 6.08/01/2015 in respect of all persons who are employed or engaged by the Supplier and its Subcontractors in provision of Services under this Call-Off Contract, unless alternative agreement of Personnel Security is already in place between the Buyer and the Supplier and its Subcontractors. The HMG Baseline Personnel Security Standard / Government Staff Vetting Procedures Version 6.08/01/2015 do not require a security check as such but a package of pre-employment checks covering identity, employment history, nationality/immigration status and criminal records designed to provide a level of assurance. Guidance can be found online at: https://www.gov.uk/government/publications/government-baseline-personnel-security-standard 2. At the request of the Buyer the Supplier shall provide the information set out below to the Buyer and shall comply with the obligations set out below, so that the Buyer can comply with its obligations with regards to the off-payroll working regime." 1.1 Supplier Staff Name(s) 1.2 Start and End date of the Engagement 1.3 The contracted Day Rate of the Supplier Staff 1.4 Is (Are) the Supplier Staff on a payroll and are deductions of PAYE and National Insurance made at source? Yes/No 1.5 If "yes", please provide fee payer details for each of the Supplier Staff (e.g., Supplier PAYE, Agent PAYE, Umbrella Company) 1.6 The Supplier must notify the Buyer If the employment status of the Supplier Staff for tax purposes changes so that a fresh determination may be made as set out at 1.2 to 1.5 above

1.7 The provisions at 1.2 to 1.6 above must be reviewed in the event of any proposed changes to this Order.

MINIMUM SECURITY REQUIREMENTS

GENERAL

The following shall only apply to the Supplier in so far as the Supplier uses its own equipment and infrastructure to hold Authority data. It is agreed that the Authority will provide all equipment, storage and infrastructure so the Supplier does not need to use its own. It is condition of the flowing obligations that the Authority supplies all necessary equipment, infrastructure and facilities to enable Supplier compliance.

The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Authority's security requirements as set out in the Contract which include the requirements set out below (the "Authority's Security Requirements"). The Authority's Security Requirements include, but are not limited to, requirements regarding the confidentiality, integrity and availability of Authority Assets, the Authority's Systems Environment and the Supplier's Systems Environment.

Terms used which are not defined below shall have the meanings given to them in Schedule 6: Glossary and interpretations of the Contract.

1. **DEFINITIONS**

1.1 In this supplementary requirement, the following definitions shall apply:

"Authority Personnel"	shall mean all persons employed by the Authority including directors, officers, employees together with the Authority's servants, agents, consultants, contractors and suppliers but excluding the Supplier and any Sub-contractor (as applicable).
"**Cyber Essentials**"	shall mean the Government-backed, industry-supported scheme managed by the NCSC to help organisations to protect themselves against online

		threats or the relevant successor or replacement scheme which is published and/or formally recommended by the NCSC.
	"**Good Security Practice**"	shall mean: a. the technical and organisational measures and practices that are required by, or recommended in, nationally or internationally accepted management standards and codes of practice relating to Information Security (such as published by the International Organization for Standardization or the National Institute of Standards and Technology); b. security standards and guidelines relating to Information Security (including generally accepted principles regarding the segregation of the duties of governance, implementation and control) provided to the general public or Information Security practitioners and stakeholders by generally recognised authorities and organisations; and the Government's security policies, frameworks, standards and guidelines relating to Information Security.
	"**Information Security**"	shall mean: a. the protection and preservation of: i. the confidentiality, integrity and availability of any Authority Assets, the Authority's Systems Environment (or any part thereof) and the Supplier's

	Systems Environment (or any part thereof); ii. related properties of information including, but not limited to, authenticity, accountability, and non-repudiation; and b. compliance with all Law applicable to the processing, transmission, storage and disposal of Authority Assets.
	"**Information Security Manager**" shall mean the person (if any) appointed by the Supplier with the appropriate experience, authority and expertise to ensure that the Supplier complies with the Authority's Security Requirements.
	"**Information Security Management System ("ISMS")**" shall mean the set of policies, processes and systems designed, implemented and maintained by the Supplier to manage Information Security Risk as specified by ISO/IEC 27001. This shall only apply to Supplier and not individuals acting as subcontractors or employees.
	"**Information Security Questionnaire**" shall mean the Authority's set of questions used to audit and on an ongoing basis assure the Supplier's compliance with the Authority's Security Requirements.
	"**Information Security Risk**" shall mean any risk that might adversely affect Information Security including, but not limited to, a Breach of Security.
	"**ISO/IEC 27001, ISO/IEC 27002 and ISO 22301** shall mean a. ISO/IEC 27001; b. ISO/IEC 27002/IEC; and c. ISO 22301

	in each case as most recently published by the International Organization for Standardization or its successor entity (the "**ISO**") or the relevant successor or replacement information security standard which is formally recommended by the ISO.
	"**NCSC**" shall mean the National Cyber Security Centre or its successor entity (where applicable).
	"**Risk Profile**" shall mean a description of any set of risk. The set of risks can contain those that relate to a whole organisation, part of an organisation or as otherwise applicable.
	"**Security Test"** shall include, but not be limited to, Penetration Test, Vulnerability Scan, Availability Test and any other security related test and audit.
	1.2 Reference to any notice to be provided by the Supplier to the Authority shall be construed as a notice to be provided by the Supplier to the Authority's Representative. 2. **PRINCIPLES OF SECURITY** 2.1 The Supplier shall at all times comply with the Authority's Security Requirements and provide a level of security which is in accordance with the Security Policies and Standards, Good Security Practice and Law. 3. **ISO/IEC 27001 COMPLIANCE AND AUDIT** 3.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with ISO/IEC 27001. 3.2 Not used 3.3 The Supplier shall ensure that it operates and maintains the Information Security Management System during the Contract Period and that the Information Security

	Management System meets Good Security Practice and Law and includes: a. a scope statement (which covers all of the Services provided under this Contract); b. a risk assessment (which shall include any risks specific to the Services); c. a statement of applicability; d. a risk treatment plan; and e. an incident management plan in each case as specified by ISO/IEC 27001. The Supplier shall provide the Information Security Management System to the Authority annually within 10 Working Days from such request. 3.4 The Supplier shall carry out regular Security Tests in compliance with ISO/IEC 27001 and shall within 10 Working Days after completion of the relevant audit provide any associated security audit reports (such as evidence of Supplier's ISO 27001 certification) to the Authority. 3.5 Notwithstanding the provisions of paragraph 3.1 to paragraph 3.4, the Authority may, in its absolute discretion, notify the Supplier that it is not in compliance with the Authority's Security Requirements and provide details of such non-compliance. For the avoidance of doubt, any failure to comply with the Authority's Security Requirements within the required timeframe (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause 18.5.1. 4. **CYBER ESSENTIALS SCHEME** 4.1 Not used 4.2 The Supplier shall notify the Authority of any failure to obtain, or the revocation of, a Cyber Essentials Certificate within 5 Working Days of confirmation of such failure or revocation. The Supplier shall, at its own expense, undertake those actions required in order to obtain a Cyber Essentials Certificate following such failure or revocation. For the avoidance of doubt, any failure to obtain and/or maintain a Cyber Essentials Certificate during the Contract Period after

	the first date on which the Supplier was required to provide a Cyber Essentials Certificate in accordance with paragraph 4.1 (regardless of whether such failure is capable of remedy) shall constitute a Material Breach entitling the Authority to exercise its rights under clause 18.5.1 5. **RISK MANAGEMENT** 5.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, co-operate with the Authority in relation to the Authority's own risk management processes regarding the Services. 5.2 For the avoidance of doubt, the Supplier shall pay all reasonable agreed costs in relation to undertaking any action required to meet the requirements stipulated in this paragraph 5. Any failure by the Supplier to comply with any requirement of this paragraph 5 (regardless of whether such failure is capable of remedy), shall constitute a Material Breach entitling the Authority to exercise its rights under clause 18.5.1. 6. **SECURITY AUDIT AND ASSURANCE** 6.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, complete the information security questionnaire in the format reasonably stipulated by the Authority (the "**Information Security Questionnaire**") at least annually or at the request by the Authority. The Supplier shall provide the completed Information Security Questionnaire to the Authority within one calendar month from the date of request. 7. **SECURITY POLICIES AND STANDARDS** 7.1 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, comply with the Security Policies and Standards set out in Annex A. 7.2 Notwithstanding the foregoing, the Authority's Security Requirements applicable to the Services may be subject to change following certain events including, but not limited to, any relevant change in the delivery of the Services. Where any such change constitutes a Contract Change, any change in the Authority's Security Requirements resulting from such Contract Change (if any) shall be agreed by the Parties in accordance with the Contract Change Procedure. Where any such change constitutes an Operational Change, any change in the Authority's Security Requirements resulting from such

	Operational Change (if any) shall be agreed by the Parties and documented in the relevant Operational Change Confirmation. 7.3 The Supplier shall, and shall procure that any Sub-contractor (as applicable) shall, maintain appropriate records and is otherwise able to demonstrate compliance with the Security Policies and Standards. **ANNEX A – AUTHORITY SECURITY POLICIES AND STANDARDS** The Security Policies are published on: https://www.gov.uk/government/publications/dwp-procurement-security-policies-and-standards unless specified otherwise: a) Acceptable Use Policy b) Information Security Policy c) Physical Security Policy d) Information Management Policy e) Email Policy f) Remote Working Policy g) Social Media Policy h) Security Classification Policy i) HMG Personnel Security Controls – May 2018 (published on https://www.gov.uk/government/publications/hmg-personnel-security-controls)
Alternative clauses	Alternative clauses are not applicable for this Call-Off Contract.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not Applicable for this Call-Off Contract.
Public Services Network (PSN)	Public Services Network (PSN) is not applicable for this Call-Off Contract
Personal Data and Data Subjects	Schedule 7: Annex 1 of this Call-Off Contract is not applicable. It is acknowledged by the Parties that the Supplier shall not be acting as data processor under the Call Off Contract or Order and any personal data it accesses will be limited to business card data which it shall access as data controller in order to provide and invoice for its Services. If at any point the Supplier agrees to act as

	a data processor the Supplier will complete Schedule 7 of the Part B of the General Terms and Conditions.

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 RM1557.12.

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

[REDACTED]