



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

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

<b>Digital Marketplace service ID number</b>	554118357423516
<b>Call-Off Contract reference</b>	C74260
<b>Call-Off Contract title</b>	April 22 LFD Reader
<b>Call-Off Contract description</b>	Contract for a device reader to allow citizens to test themselves using LFDs and report results to the Buyer without professional assistance with either the swabbing or the test analysis.
<b>Start date</b>	3 <sup>rd</sup> April 2022
<b>Expiry date</b>	2 <sup>nd</sup> May 2022
<b>Call-Off Contract value</b>	The Maximum Call-Off Contract value shall be £113,000 excluding VAT ( <b>"Maximum Call-Off Contract Value"</b> )
<b>Charging method</b>	BACS – transactional billing with MI reporting as evidence
<b>Purchase order number</b>	

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 Deliverables 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.

<b>From the Buyer</b>	UK Health Security Agency (UKHSA) 61 Colindale Avenue, London, NW9 5EQ
<b>To the Supplier</b>	<b>Sensyne Health PLC</b> John Eccles House Robert Robinson Avenue Oxford Science Park Oxford England OX4 4GP Company number: 11425451 03300 581 845
<b>Together the 'Parties'</b>	

## Principal contact details

### For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: Y [REDACTED]

Phone: [REDACTED]

### For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

## Call-Off Contract term

<b>Start date</b>	<p>This Call-Off Contract Starts on <b>3<sup>rd</sup> April 2022</b> and is valid for <b>1 month</b></p> <p>[The date and number of days or months is subject to clause 1.2 in Part B below.]</p>
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<b>Ending (termination)</b>	<p>The notice period from 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).</p> <p>The notice period for the Buyer is a maximum of 7 days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	

## 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.

<b>G-Cloud lot</b>	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none"> <li>• Lot 2: Cloud software</li> </ul>
<b>G-Cloud services required</b>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> <li>• Service desk support</li> <li>• Running the machine learning service</li> </ul>

	<p>The Supplier shall provide the services as detailed in Order Form Schedule 2.</p>
<b>Additional Services</b>	<p>The Supplier shall also provide the following:</p> <p>Additional documentation to be provided to the Buyer for post-derogation:</p> <ul style="list-style-type: none"><li>• Monthly MHRA reports</li><li>• Algorithm development and management</li></ul>
<b>Location</b>	<p>The Services will be delivered remotely and/or with the possibility of on-site delivery at the following location, subject to governmental direction on physical onsite presence:</p> <p>39 Victoria Street Westminster London</p> <p>SW1H 0EU</p> <p>Please note: In line with governmental instructions regarding social distancing, the Parties should continuously monitor the requirement for in-person presence.</p>
<b>Quality standards</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>I [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>I [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>I [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>

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Service level agreement:	<div><div></div><div></div><div></div></div>
Onboarding	<div><div></div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div> <div><div></div><div></div><div></div><div></div><div></div><div></div><div></div></div>



<p><b>Limit on Parties' liability</b></p>	<p>The annual total liability of either Party for all Property defaults will not exceed £5,000,000.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults will be governed by the terms of the Data Processing Agreement entered into by the Supplier and the Buyer dated on or about the date of this Call-Off Contract ("DPA"). For the avoidance of doubt, this liability cap shall be in addition to the Supplier's liability for other defaults as set out in this Order Form.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed 125% of the Charges paid or payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability of the Buyer for all other obligations or liabilities other than the Charges will not exceed 100% of the Charges paid or payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>For the Buyer's liability in relation to clause 18.3, (Unavoidable Loss), the parties agree for the purposes of this Order Form, no Unavoidable Loss is specified, and the Buyer has no liability pursuant to the indemnity at clause 18.3.</p>
<p><b>Insurance</b></p>	<p>The insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract</li> <li>• property damage insurance with an aggregate minimum limit of indemnity of £5 million public and products liability insurance with a minimum aggregate limit of £5 million or any higher minimum limit required by Law</li> <li>• 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)</li> <li>• employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law</li> </ul>
<p><b>Force majeure</b></p>	<p>For the avoidance of doubt, the COVID-19 pandemic shall not constitute a Force Majeure Event under the terms of this Call-Off Contract</p>



	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.
<b>Audit</b>	The Buyer shall have the same audit rights as CCS under the Framework Agreement. Therefore Clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated into this Call-Off Contract, with required amendments made to change the defined terms from 'CCS' to 'Buyer'.
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for the following:</p> <ul style="list-style-type: none"> <li>I [REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li>   <li>I [REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li>   <li>I [REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li>   <li>I [REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li>   <li>I [REDACTED]</li> <li>[REDACTED]</li>   <li>I [REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> <li>[REDACTED]</li> </ul>

	<ul style="list-style-type: none"><li>- [REDACTED] [REDACTED] [REDACTED]</li><li>I [REDACTED] [REDACTED]</li><li>I [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</li><li>I [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]</li><li>I [REDACTED] [REDACTED]</li></ul>
<b>Buyer's equipment</b>	Equipment will not be provided by the Buyer, with the assumption that the Supplier will have access to the correct Buyer platforms (API production and test environments), no hardware to be supplied by the Buyer unless specifically requested

Supplier's information

<b>Subcontractors or partners</b>	[REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
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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.

<b>Payment method</b>	The payment method for this Call-Off Contract is <b>BACS</b>
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is monthly in arrears.</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices <b>monthly</b>. The Buyer will pay the Supplier within <b>30</b> days of receipt of a valid invoice.</p> <ul style="list-style-type: none"><li>- The Supplier must provide a valid invoice with a corresponding: valid purchase order number</li><li>- valid invoicing recipients</li><li>- valid contract reference</li></ul>
<b>Who and where to send invoices to</b>	Invoices will be sent to [REDACTED]
<b>Invoice information required</b>	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this CallOff Contract. The Supplier shall comply with the terms of suchPurchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>

	The invoice must reflect the line items in the purchase order
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly in a consolidated invoice
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £113,000 excluding VAT.
<b>Call-Off Contract charges</b>	The breakdown of the Charges is set out in Order Form Schedule 2 (Call-Off Contract Charges).

#### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<b>Guarantee</b>	No required
<b>Warranties, representations</b>	In addition to the incorporated Framework Agreement clause 4.1, the Supplier shall comply with the warranties and representations set out in the section “Buyer specific amendmentsto/refinements of the Call-Off Contract terms”.

<b>Supplemental requirements in addition to the Call-Off terms</b>	See Buyer specific amendments to/ refinements of the Call-Off Contract terms section below.]
<b>Alternative clauses</b>	<p>These Alternative Clauses, which have been selected fromSchedule 4, will apply:</p> <p>Not Applicable.</p>

**Buyer specific  
amendments  
to/refinements of the  
Call-Off Contract  
terms**

For the purposes of incorporation of Schedule 6 Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):

<b>Affiliate</b>	means, with respect to a person or entity, any person or entity that directly or indirectly controls, is controlled by or is under common control with such person or entity;
<b>Buyer Team</b>	means any employee, consultant, agent, representative, adviser, and/or other third party working for or on behalf of the Buyer and/ or the Test and Trace Programme on matters relevant to this Call-Off Contract and the Services;
<b>Central Government Body</b>	<p>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</p> <p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p>

	<b>Comparable Supply</b>	means the supply of deliverables to another buyer of the Supplier that are the same or similar to the Deliverables;
	<b>CSR Laws</b>	means Laws relating to corporate social responsibility issues (e.g. antibribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time totime in force;
	<b>CSR Policies</b>	means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and " <b>CSR Policy</b> " shall mean any one of them;
	<b>Cyber Security Requirements</b>	means:  a) compliance with the DSP Toolkit or any replacement of the same notified to Supplier from time to time (subject to Paragraph 2 of Order Form Schedule 1);  b) compliance with Test and Trace security requirements as set out in Appendix 4 of Order Form Schedule 1 and  c) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from timeto time;

	<b>Data Protection Legislation (DPL)</b>	means the European Data Protection Laws, UK Data Protection Laws and to the extent applicable data protection or privacy laws of any other country;
	<b>DSP Toolkit</b>	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from <a href="https://www.dsptoolkit.nhs.uk/">https://www.dsptoolkit.nhs.uk/</a> , as may be amended or replaced by the Buyer from time to time;
	<b>European Data Protection Laws</b>	means the EU General Data Protection Regulation 2016/679 of the European Parliament and of the Council (" <b>GDPR</b> "); and laws implementing or supplementing the GDPR;
	<b>G-Cloud Services</b>	For the purpose of this Call-Off Contract, means the Services and Deliverables ordered by the Buyer as set out in the Order Form;
	<b>General Change in Law</b>	means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially amend, replace or supersede any existing Law;



	<b>In-Scope Test Kits</b>	<p>means the lateral flow device test kits that the Supplier is required to support in the provision of the AI Reader API Service.</p> <p>At the Call-Off Contract Start Date, this includes but not exclusive to the following test kits:</p> <p>Innova types A, B, C &amp; D;</p> <p>and the Supplier shall be required to support any further test kits as notified by the Buyer from time to time, subject to Paragraph 2 of Order Form Schedule 1.</p>
	<b>Law</b>	<p>means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from the European Union (that is, ceases to be an EU Member State);</p>
	<b>Medical Device</b>	<p>means any Deliverable that falls under the definition of a medical device in accordance with guidance published by the Medicines and Healthcare Products Regulatory Agency;</p>

	Buyer Specific IPR	means:  - [REDACTED]  [REDACTED]  [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]  [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED] [REDACTED]
	Purchase Order	means the Buyer's unique number relating to the supply of the Services;
	Receipt	means the physical or electronic arrival of the invoice at the address spec-
		med above at Call-On Contract

		charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	<b>Software Licence Principles</b>	the terms, rights and obligations set out in Clause 11.10 which will underpin and apply to the software licences granted;
	<b>Supplier Specific IPR</b>	[REDACTED]
	<b>UK Data Protection Laws</b>	means the GDPR as transposed into United Kingdom national law by operation of section 3 of the European Union (Withdrawal) Act 2018 and as amended by the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 ("UK GDPR"), together with the Data Protection Act 2018, the Data Protection, Privacy and Electronic Communications (Amendments etc.) (EU Exit) Regulations 2019 and







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	<p><b>28A Corporate Social Responsibility Conduct and Compliance</b></p> <p>28A.1 The Buyer applies corporate and social responsibility values to its business operations and activities which are consistent with the Government's corporate social responsibility policies, including, without limitation, those policies relating to anti-bribery and corruption, health and safety, the environment and sustainable development, equality and diversity.</p> <p>28A.2 The Supplier represents and warrants that it:</p> <p style="padding-left: 40px;">28A.2.1 complies with all CSR Laws;</p> <p style="padding-left: 40px;">28A.2.2 requires its Subcontractors and any person under its control, to comply with all CSR Laws; and</p> <p style="padding-left: 40px;">28A.2.3 has adopted a written corporate and social responsibility policy that sets out its values for relevant activity and behaviour (including, without limitation, addressing the impact on employees, clients, stakeholders, communities and the environment by the Supplier's business activities).</p> <p>28A.3 The Supplier shall notify the Buyer in the event that its corporate and social responsibility policies conflict with, or do not cover the same subject matter in an equivalent level of detail as is in, the CSR Policies.</p> <p><b>11) A new Clause 28B shall be added as follows:28B</b></p> <p><b>Modern Slavery</b></p> <p>28B.1 The Supplier represents and warrants that at the Start Date neither the Supplier, nor any of its officers and employees:</p> <p style="padding-left: 40px;">28B.1.1 have been convicted of any offence involving slavery and human trafficking; and</p> <p style="padding-left: 40px;">28B.1.2 having made reasonable enquiries, so far as it is aware, have been or is the subject of any investigation, inquiry or enforcement proceedings by any governmental, administrative or regulatory body regarding any offence or alleged offence of or in connection with slavery and human trafficking.</p>
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	<p>28B.2 The Supplier shall implement due diligence procedures for its Subcontractors and other participants in its supply chains to ensure that there is no slavery or human trafficking in its supply chains.</p> <p>28B.3 The Supplier shall prepare and deliver to the Buyer on request, an annual slavery and human trafficking report setting out the steps it has taken to ensure that slavery and human trafficking is not taking place in any of its supply chains or in any part of its business.</p> <p><b>12)</b> A new Clause 34 shall be added as follows:</p> <p><b>34 Assignment and Novation</b></p> <p>The Buyer may at its discretion assign, novate or otherwise dispose of any or all of its rights, obligations and liabilities under this Call-Off Contract and/or any associated licences to NHS Digital, NHS England, NHSX and / or any Central Government Body, including an Executive Agency, and the Supplier shall, at the Buyer's request, enter into an agreement in such form as the Buyer shall reasonably specify in order to enable the Buyer to exercise its rights pursuant to this clause 34 (Assignment and Novation).</p> <p><b>13)</b> A new Clause 35 shall be added as follows:</p> <p><b>35 Subcontracts</b></p> <p>The Supplier shall ensure that each material Subcontract shall include:</p> <p>35.1 a right under the Contracts (Rights of Third Parties) Act 1999 for the Buyer to enforce any provisions under the material Subcontract which confer a benefit upon the Buyer;</p> <p>35.2 a provision enabling the Buyer to enforce the material Subcontract as if it were the Supplier;</p> <p>35.3 obligations no less onerous on the Subcontractor than those imposed on the Supplier under this Call-Off Contract;</p> <p>35.4 a provision enabling the Supplier to assign, novate or otherwise transfer any of its rights and/or obligations under the material Sub-Contract to the Buyer; and</p> <p>35.5 provisions which will enable the Supplier to discharge its</p>
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	<p>obligations under the Call-Off Contract.</p> <p><b>14)</b> A new Clause 35A shall be added as follows:</p> <p><b>35A Offshore Working</b></p> <p>35A.1 Where non-UK Supplier staff and/or non-UK Subcontractors are used, the Supplier shall ensure it outlines its approach for offshore delivery in accordance with Schedule 7 (GDPR Information) and any specific security requirements agreed.</p> <p><b>15)</b> A new clause 7.2A shall be added as follows:</p> <p><b>7.2A Electronic Invoicing</b></p> <p>7.2A.1 The Buyer shall accept and process for payment an electronic invoice submitted for payment by the Supplier where the invoice is undisputed and where it complies with the standard on electronic invoicing.</p> <p>7.2A.2 For the purposes of paragraph 7.2A.2, an electronic invoice complies with the standard on electronic invoicing where it complies with the European standard and any of the syntaxes published in Commission Implementing Decision (EU) 2017/1870.</p> <p><b>16)</b> New clauses 36 and 37 shall be added to the CallOff terms and conditions as follows:</p> <p><b>36. Improving visibility of subcontract opportunities available to SMEs and VCSEs in the supply chain</b></p> <p><b>36.1</b> The Supplier shall:</p> <p>36.1.1 subject to clause 36.1.3, advertise on Contracts Finder all subcontract opportunities arising from or in connection with the provision of the Services above a minimum threshold of £25,000 that arise during the Term;</p> <p>36.1.2 within 90 days of awarding a Subcontract to a Subcontractor, update the notice on Contracts Finder with details of the successful Subcontractor;</p> <p>36.1.3 monitor the number, type and value of the Subcontract opportunities placed on Contracts Finder advertised and awarded in its supply chain during the Term;</p> <p>36.1.4 provide reports on the information at clause</p>
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	36.1.3 to the Buyer in the format and frequency as reasonably specified by the Buyer;
	<p>and</p> <p>36.1.5 promote Contracts Finder to its suppliers and encourage those organisations to register on Contracts Finder.</p> <p>36.2. Each advert referred to at clause 36.1.1 above shall provide a full and detailed description of the subcontract opportunity with each of the mandatory fields being completed on Contracts Finder by the Supplier.</p> <p>36.3. The obligation at clause 36.1.1 shall only apply in respect of subcontract opportunities arising after the contract award date.</p> <p>36.4. Notwithstanding clause 36.1, the Buyer may by giving its prior written approval, agree that a subcontract opportunity is not required to be advertised on Contracts Finder.</p> <p><b>17) A new Clause 38 shall be added as follows:</b></p> <p><b>38 Execution and Counterparts</b></p> <p>38.1 This Call-Off Contract may be executed in any number of counterparts (including by electronic transmission), each of which when executed shall constitute an original but all counterparts together shall constitute one and the same instrument.</p> <p>38.2 Execution of this Call-Off Contract may be carried out in accordance with the Electronic Identification and Trust Services for Electronic Transactions Regulations 2016 (SI 2016/696) and the Electronic Communications Act 2000. In the event each Party agrees to sign this Call-Off Contract by electronic signature (whatever form the electronic signature takes) it is confirmed that this method of signature is as conclusive of each Party's intention to be bound by this Call-Off Contract as if signed by each Party's manuscript signature. In such situation, this Call-Off Contract shall be formed on the date on which both Parties have electronically signed the Call-Off Contract as recorded in the Buyer's electronic contract management system.</p> <p><b>18) Schedule 4 Processing Data (Framework Agreement)</b></p>

	17.3) The reference to paragraph 16 in paragraph 28 of Schedule 4 of the Framework Agreement shall be deleted and replaced with a reference to paragraph 17.
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<b>Public Services Network (PSN)</b>	NA
<b>Personal Data and Data Subjects</b>	All personal data will be processed in accordance with the DPA.

## 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.

Signed	Supplier	Buyer
Name		
Title		
Signature		
Date		01/04/2022