



Crown  
Commercial  
Service

G-Cloud 12 Call-Off Contract

Medicines and Healthcare products Regulatory Agency

And

Redrock Consulting Limited

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>	9415 3166 5409 046
<b>Call-Off Contract reference</b>	
<b>Call-Off Contract title</b>	Delivery Management
<b>Call-Off Contract description</b>	Delivery Management of technology project
<b>Start date</b>	1 <sup>st</sup> October 2021
<b>Expiry date</b>	31st March 2023
<b>Call-Off Contract value</b>	£4,156,660.72
<b>Charging method</b>	Monthly invoice in arrears
<b>Purchase order number</b>	To follow

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

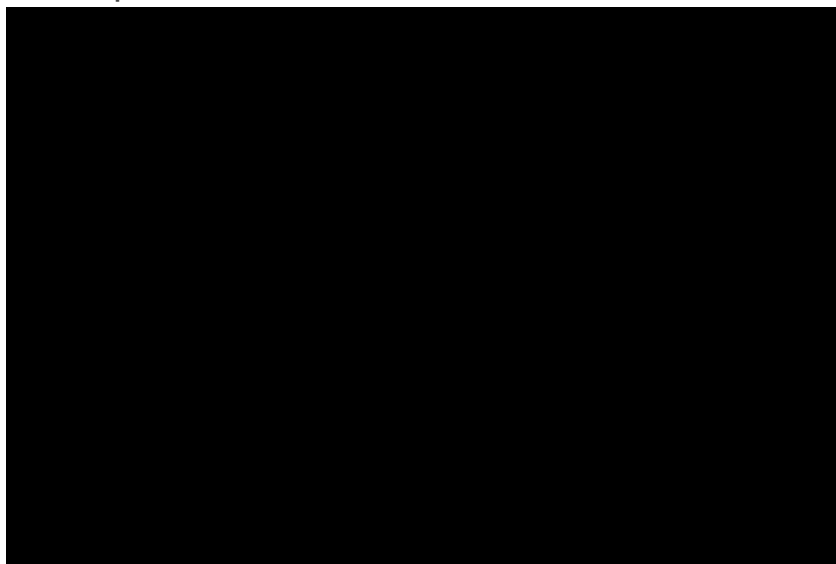
Buyers can use this Order Form to specify their G-Cloud service requirements when placing an Order.

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>	<b>Medicines and Healthcare products Regulatory Agency</b> Buyer's main address: 10 South Colonnade London E14 4PU
<b>To the Supplier</b>	<b>Redrock Consulting Limited</b> Supplier's address: Pembroke House 15 Pembroke Road Clifton Bristol BS8 3BA Company number: 05415757
<b>Together the 'Parties'</b>	

Principal contact details



## Call-Off Contract term

<b>Start date</b>	T [REDACTED]
<b>Ending (termination)</b>	<p>The notice period needed for Ending the Call-Off Contract is at least 90 (termination): Working Days from the date of written notice for undisputed sums or at least 30 days from the date of written notice for Ending without cause.</p> <p>Each individual milestone, work package and/or statement of work can be terminated with 10 Working Days' notice</p>
<b>Extension period</b>	This Call-off Contract can be extended by 12 months+ 12 months

## 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 3: Cloud support</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> <p>Redrock Delivery Management as defined in the:</p> <ul style="list-style-type: none"> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> <li>■ [REDACTED]</li> </ul>
<b>Additional Services</b>	The Buyer can request Additional Services incorporated by Variation in accordance with Clause 32.



<b>Collaboration agreement</b>	NOT USED
<b>Limit on Parties' liability</b>	<p>The annual total liability of either Party for all Property defaults will not: exceed 125% of the call-off charges payable by the Buyer to the Supplier during the Call-Off Contract Term exclusive of any extension period.</p> <p>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.</p> <p>The annual total liability for all other defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
<b>Insurance</b>	<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>• 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>
<b>Force majeure</b>	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 30 consecutive days.
<b>Audit</b>	<p>The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits.</p> <p>As per provisions from clauses 7.4 to 7.13 of the Framework Agreement.</p>

<b>Buyer's responsibilities</b>	The Buyer's responsibilities will be defined in the Services and the Statements of: Work.
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes:</p> <ul style="list-style-type: none"> <li>• Agency Laptop (if the project requires)</li> <li>• Wi-Fi (visitor's Wi-Fi) for use with supplier's laptops.</li> </ul>

### Supplier's information

<b>Subcontractors or partners</b>	NOT USED
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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 BACS.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is monthly in arrears.
<b>Invoice details</b>	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.
<b>Who and where to send invoices to</b>	Who and where to Invoices will be sent to <a href="mailto:accounts.payable@mhra.gov.uk">accounts.payable@mhra.gov.uk</a> or as advised in writing.
<b>Invoice information required</b>	Invoice information All invoices must include a valid PO number and description of services.



<b>Invoice frequency</b>	Invoice frequency: Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract value</b>	Call-Off Contract The total value of this Call-Off Contract is £4,156,660.72 (+VAT)
<b>Call-Off Contract charges</b>	<p>The breakdown of the Charges is:</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED] [REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED] [REDACTED]</p>

#### Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>This Call-Off Contract will include the following, exit and offboarding plans and milestones:</p> <p>The Buyer will be exiting this call-off contract at the end of the term and a Replacement Supplier and/or the Buyer will deliver the services in the future.</p>
<b>Guarantee</b>	NOT USED
<b>Warranties, representations</b>	NOT USED







<b>Personal Data and Data Subjects</b>	NOT USED
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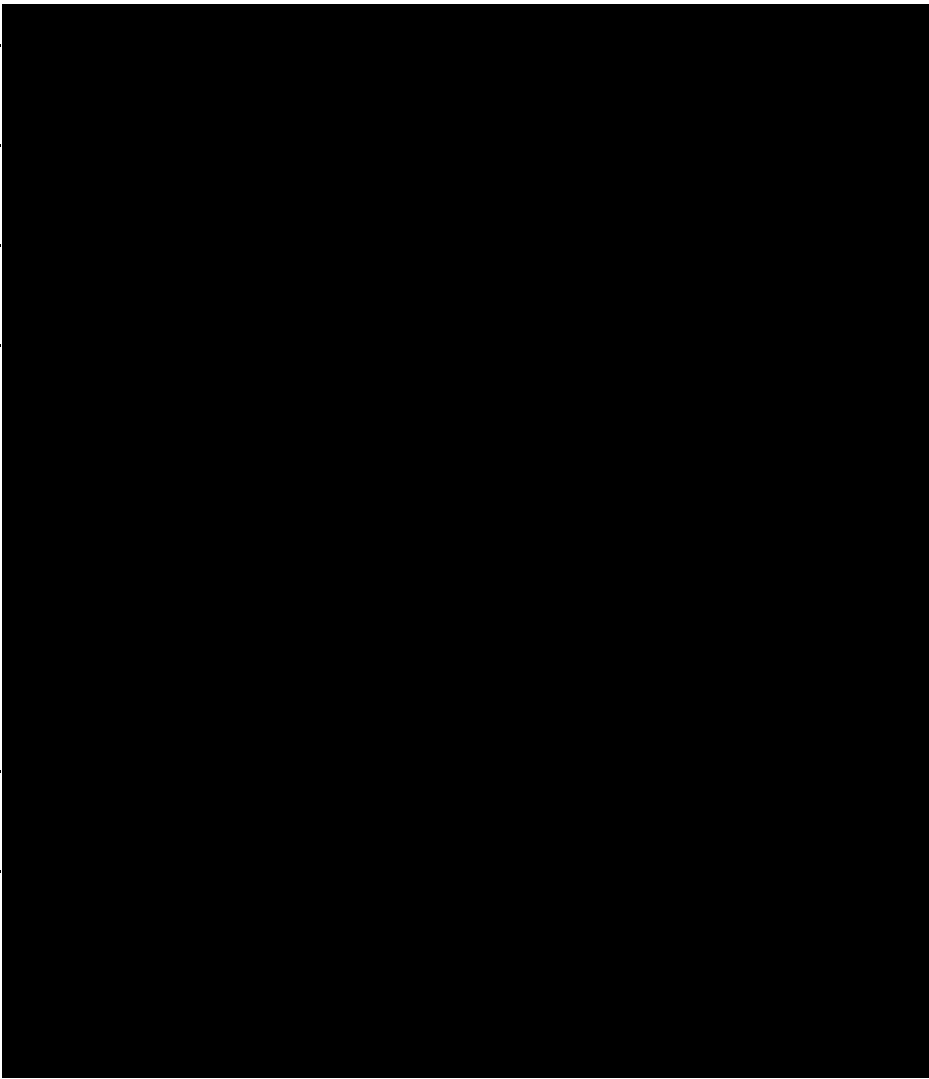
1. Formation of contract

- 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 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.

<b>Signed</b>	
<b>Name</b>	
<b>Title</b>	
<b>Signature</b>	
<b>Date</b>	



## Schedule 1: Services

## Work Package 1 (Technology Maintenance Programme)

## Scope of Work

[illegible]

## Deliverable Schedule

1. *Journal of the American Medical Association*, 2000; 284: 2689-2695.









































































































































































