

# Key changes between the G-Cloud 12 and G-Cloud 13 Call-Off Contracts

This document sets out the key changes between the G-Cloud 12 and G-Cloud 13 Call-Off Contracts. It does not set-out minor changes such as numbering, moving sections and the capitalisation of individual terms. All existing and new capitalised terms are defined under Call-Off Contract Schedule 6: Glossary and Interpretations.

This is intended to be used as a guide and Applicants are recommended to complete their own checks.

Place in Call Off Contract Description of update	G-12 Call-Off Contract	G-13 Call-Off Contract
1.2	1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 24months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.	1.2 This Call-Off Contract will expire on the Expiry Date in the Order Form. It will be for up to 36 months from the Start date unless Ended earlier under clause 18 or extended by the Buyer under clause 1.3.
1.3	1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 2 periods of up to 12 months each.	1.3 The Buyer can extend this Call-Off Contract, with written notice to the Supplier, by the period in the Order Form, provided that this is within the maximum permitted under the Framework Agreement of 1 period of up to 12 months.
21.3	21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 24 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 18 month anniversary of the Start date.	21.3 If the Buyer has reserved the right in the Order Form to extend the Call-Off Contract Term beyond 36 months the Supplier must provide the Buyer with an additional exit plan for approval by the Buyer at least 8 weeks before the 30 month anniversary of the Start date.

21.6	<p>21.6 The Supplier acknowledges that the Buyer's right to extend the Term beyond 24 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:</p>	<p>21.6 The Supplier acknowledges that the Buyer's right to take the Term beyond 36 months is subject to the Buyer's own governance process. Where the Buyer is a central government department, this includes the need to obtain approval from GDS under the Spend Controls process. The approval to extend will only be given if the Buyer can clearly demonstrate that the Supplier's additional exit plan ensures that:</p>
Part A: Order Form	<p>Call-Off Contract term - Extension Period This Call-off Contract can be extended by the Buyer for [enter number] period(s) of [up to] [enter number] months each, by giving the Supplier [enter number of] [weeks or months] written notice before its expiry. The extension periods are subject to clauses 1.3 and 1.4 in Part B below.</p> <p>Extensions which extend the Term beyond 24 months are only permitted if the Supplier complies with the additional exit plan requirements at clauses 21.3 to 21.8.</p> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</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</p>	<p>Call-Off Contract term - Extension Period This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier [enter number of] [weeks or 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>

	guidance:	
2.2.2	2.2.2 a reference to 'CCS' will be a reference to 'the Buyer'	2.2.2 a reference to 'CCS' or to 'CCS and/or the Buyer' will be a reference to 'the Buyer'
Amended clause 11 to allow Supplier licensing approach to have effect and provided limited reciprocity on IPR indemnity, with option to amend IPR position in Order Form	11.1 to 11.6	11.1 to 11.7
Amended clause 24 to set default limits of liability and better govern indemnity exposure	24.1	24.1 to 24.4
Part A: Order Form		Additional Buyer terms section added for Social Value requirements

<p>Schedule 6: Glossary and interpretations</p>	<p>Insolvency Event Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium</p>	<p>Insolvency Event Can be: a voluntary arrangement a winding-up petition the appointment of a receiver or administrator an unresolved statutory demand a Schedule A1 moratorium a Dun &amp; Bradstreet rating of 10 or less</p>
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