



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

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	<p>whole or in part upon written request of the Buyer during the first year of the term of this contract ('Draw Down'). Each Draw Down will be accompanied by an agreed Statement of Work which will outline the Additional Professional Services to be performed. No work will be done or invoices raised until any Statement of Work for a specific Draw Down has been agreed by both parties. The Budget, or any remaining part of such Budget, will be lost if not utilised in the first year of this Call-Off Contract.</p> <p>Any travel and subsistence costs for travel outside of central London would be invoiced in accordance with the UK Health Security Agency Travel and Subsistence Policy (available upon request) monthly in arrears in addition to the above.</p>
Charging method	<p>Orgvue Subscription payable annually in advance.</p> <p>Implementation Services: payable on commencement of the engagement and in accordance with the payment terms</p> <p>Professional services billing will occur 50% on commencement of contract and 50% on the completion of each Statement of Work engagement.</p> <p>Any travel and subsistence costs: monthly in arrears.</p>
Purchase order number	To be provided by UK Health Security Agency. This will be generated post 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.

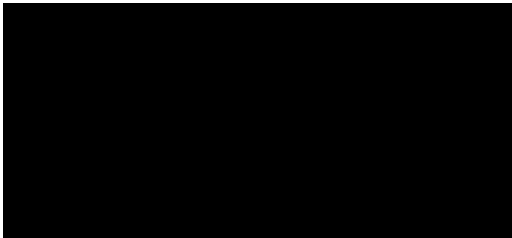
There are terms in the Call-Off Contract that may be defined in the Order Form. These are identified in the contract with square brackets.

From the Buyer	<p>UK Health Security Agency</p> <p>Nobel House, 17 Smith Square, London SW1P 3JR</p>
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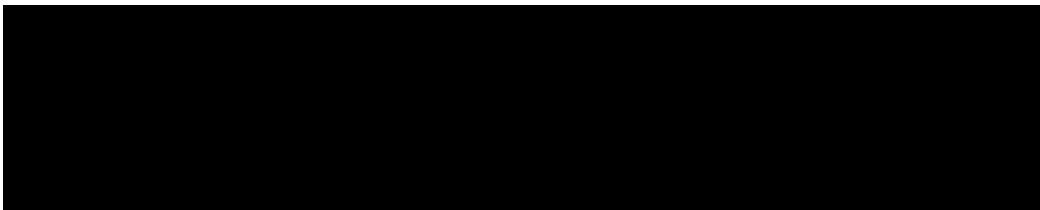
<p>To the Supplier</p>	<p>Supplier's name: Orgvue Limited</p> <p>Supplier's phone: [REDACTED]</p> <p>Supplier's address: 100 Cheapside, London, EC2V 6DT. United Kingdom.</p> <p>Company number: 05454622</p>
<p>Together the 'Parties'</p>	

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

<p>Start date</p>	<p>This Call-Off Contract Starts on 3 January 2023 and is valid for 24 months.</p>
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<p>Ending (termination)</p>	<p>This Call-Off Contract ends on 2 January 2025.</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>The parties acknowledge and agree that clauses 18.1 and 18.2 are only applicable to the implementation services and additional professional services, and do not apply to the Orgvue subscription.</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 month's 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.

<p>G-Cloud Lot</p>	<p>This Call-Off Contract is for the provision of Services Under:</p> <ul style="list-style-type: none"> ● Lot 2: Cloud software ● Lot 3: Cloud support
<p>G-Cloud Services required</p>	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p>

	<ul style="list-style-type: none"> ● Orgvue software subscription Service ID 226 528 778 082 987 ● Orgvue support Service ID 261 606 669 056 093
Additional Services	Not used
Location	<p>The Services will be delivered to UK Health Security Agency, Nobel House, 17 Smith Square, London SW1P 3JR</p> <p>Supplier shall provide hosting from data centres located in the EEA.</p>
Quality Standards	The quality standards required for this Call-Off Contract are N/A .
Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are</p> <p>The Supplier shall maintain compliance with ISO 27001:2013.</p> <p>The Government Technology Code of Practice https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</p> <p>The Government Service Standard (where applicable) https://www.gov.uk/service-manual/service-standard</p> <p>The Supplier shall maintain compliance with ISO 27001:2013 or equivalent, and shall also ensure that any third parties used by it in the course of the service provision and deemed critical to the service, shall adopt a systematic approach to managing information so that it remains secure.</p> <p>Full IT Health Check to be undertaken yearly with Web Application testing undertaken annually with visibility of test scopes, results and remediation plans.</p>
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are found in Service Definition:</p> <p>https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92240/226528778082987-service-definition-document-2022-05-17-0929.odt</p>
Onboarding	The onboarding plan for this Call-Off Contract is found on the service description and definition:

	<p>https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/226528778082987</p> <p>https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92240/226528778082987-service-definition-document-2022-05-17-0929.odt</p>
Offboarding	<p>The offboarding plan for this Call-Off Contract is service description and definition:</p> <p>https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/226528778082987</p> <p>https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92240/226528778082987-service-definition-document-2022-05-17-0929.odt</p>
Collaboration agreement	Not used
Limit on Parties' liability	<p>Defaults by either party resulting in direct loss to the property (including technical infrastructure, assets or equipment but excluding any loss or damage to Buyer Data) of the other Party will not exceed £1,000,000. Neither Party shall be liable for indirect, special or consequential losses.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data will not exceed £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Neither Party shall be liable for indirect, special or consequential losses.</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of £1,000,000 or 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Neither Party shall be liable for indirect, special or consequential losses.</p>

Insurance	<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	Not used
Buyer's equipment	Not used

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners</p> <ul style="list-style-type: none"> • Amazon Web Services 1200 12th Ave S, Ste 1200, Seattle, WA 98144, USA • Pendo.io 301 Hillsborough St, Raleigh, NC 27603, USA
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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	<p>The payment method for this Call-Off Contract is:</p> <p>██████████</p> <p>████████████████████████████████████████</p>
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	<p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p>
<p>Payment profile</p>	<p>The payment profile for this Call-Off Contract is</p> <ul style="list-style-type: none"> • Orgvue Subscription: annually in advance. • Implementation: at the start of this Call-Off Contract. • Professional services billing will occur 50% on commencement of contract and 50% on the completion of each Statement of Work engagement • Any travel and subsistence costs for travel outside of central London: Invoiced at cost monthly in arrears.
<p>Invoice details</p>	<p>The Supplier will issue electronic invoices annually in advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
<p>Who and where to send invoices to</p>	<p>Postal invoices and credit notes are to be sent to the UK Health Security Agency at:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom</p> <p>Email: To submit any invoices and credit notes via email please use:</p> <p>[REDACTED]</p> <p>To submit a financial query relating to an outstanding invoice or credit note please email:</p> <p>[REDACTED]</p>

Invoice information required	<p>All invoices must include the Purchase Order Number.</p> <p>Each invoice shall be accompanied by a breakdown of the deliverables and services, quantity thereof, applicable unit charges and total charge for the invoice period, in sufficient detail to enable the Buyer to validate the invoice.</p>
Invoice frequency	<p>Invoice will be sent to the Buyer:</p> <ul style="list-style-type: none"> • Orgvue Subscription: annually in advance. • Implementation: on commencement of contract. • Professional services billing will occur 50% on commencement of each Statement of Work and 50% on the completion of each Statement of Work engagement • Any travel and subsistence costs for travel outside of central London: Invoiced at cost monthly in arrears in accordance with the Buyer's travel and subsistence policy monthly in arrears in addition to the above.
Call-Off Contract value	<p>The total value of this Call-Off Contract is £384,440 (excluding VAT).</p> <p>Any travel and subsistence costs for travel outside of central London would be invoiced at in accordance with the Buyer's travel and subsistence policy monthly in arrears in addition to the above.</p>
Call-Off Contract charges	<p>The breakdown of the Charges is shown in Schedule 2.</p>

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>Have regular meetings (aim to have these at least quarterly) to ensure this Contract complies with Buyer requirements and Policy. Contract changes may be required to comply with any revised Policy or requirements during the term of the Contract.</p>
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Guarantee	Not used
Warranties, representations	Not used
Supplemental requirements in addition to the Call-Off terms	Not used
Alternative clauses	Not used
Buyer specific amendments to/refinements of the Call-Off Contract terms	Within the scope of the Call-Off Contract, the Supplier will if applicable and pre-agreed with Buyer comply with the Buyer Travel & Subsistence Policy at Schedule 8.
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 Intellectual Property in Orgvue will always remain vested in the Supplier. All Customer Data and any output created through Orgvue utilising Customer Data will vest with the Buyer.

<p>Social Value</p>	<p>Supplier's Environmental, Social and Governance (ESG) statement is available here: https://www.orgvue.com/legal/environmental-social-and-governance-statement/</p> <ul style="list-style-type: none"> • Fighting climate change: See "Environment Pillar" in Supplier's ESG statement • Covid-19 recovery: See "Social Pillar" in Supplier's ESG statement • Equal opportunity: See "Social Pillar" in Supplier's ESG statement • Wellbeing: See "Social Pillar" in Supplier's ESG statement
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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 RM1557.13 .
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

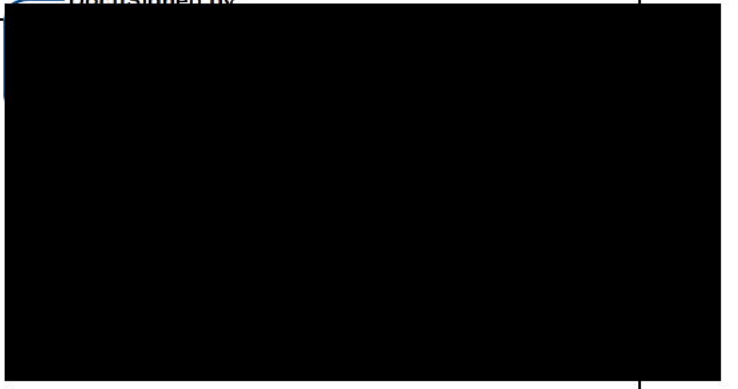
Signed for and on behalf of the Supplier:

DocuSigned by:



Signed for and on behalf of the Buyer:

DocuSigned by:



Schedule 1: Services

Orgvue software subscription

- **Service ID:** 226 528 778 082 987
- **Service Description:** <https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/226528778082987>
- **Service Definition:** <https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92240/226528778082987-service-definition-document-2022-05-17-0929.odt>

Orgvue support

- **Service ID:** 261 606 669 056 093
- **Service Description:** <https://www.applytosupply.digitalmarketplace.service.gov.uk/g-cloud/services/261606669056093>
- **Service Definition:** <https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92240/261606669056093-service-definition-document-2022-05-17-0940.odt>

Supplier document:

“UK HSA Orgvue proposal 2022-12-19 v2”, dated 19 December 2022



UK HSA orgvue
proposal 2022-12-19

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Platform pricing document) can’t be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

The breakdown of the Charges is:

- Call-Off Contract value: £384,440 (excluding VAT)
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- [REDACTED]
- Any travel and subsistence costs for travel outside of central London would be invoiced at cost monthly in arrears in addition to the above.
- Professional Services will be time and materials unless otherwise stated in an agreed Statement of Work. Unless otherwise agreed between the Parties, the maximum amount of Professional Services to be performed by the Supplier for the Buyer will be for a value of up to [REDACTED]. This Budget will be utilised in whole or in part upon written request of the Buyer during the first year of the term of this contract ('Draw Down'). Each Draw Down will be accompanied by an agreed Statement of Work which will outline the Professional Services to be performed. No work will be done, or invoices raised until any Statement of Work for a specific Draw Down has been agreed by both parties.

Volume Breakdown:

Period	Positions (Volume)
3 January 2023 – 2 January 2025	[REDACTED]

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)