



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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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.

Platform service ID number	<div></div>
Call-Off Contract reference	RM1557.13
Call-Off Contract title	Lot 3 – Cloud Support
Call-Off Contract description	Cloud support to help set up and maintain cloud software or hosting services.
Start date	01/02/2024
Expiry date	30/04/2024
Call-Off Contract value	£35,100
Charging method	BACS
Purchase order number	[to be confirmed]

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	Great British Nuclear Limited [REDACTED] 1 Victoria Street, London, Greater London, United Kingdom, SW1H 0ET Company number: 14405737
To the Supplier	4C Associates Ltd [REDACTED] 5th Floor, Kings House, 174 Hammersmith Road, London, England, W6 7JP Company number: 04018096
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Corporate Services Director

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Head of Digital Innovation

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/02/2023 and is valid for 3-months
Ending (termination)	<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>
Extension period	N/A

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: <ul style="list-style-type: none">● Lot 3: Cloud support
G-Cloud Services required	The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4.
Additional Services	The full list of deliverables is detailed in Schedule 1 of the Software Implementation Statement of Work
Location	The Services will be delivered virtually
Quality Standards	N/A
Technical Standards:	N/A
Service level agreement:	The service level and availability criteria required for this Call-Off Contract are detailed in Schedule1
Onboarding	N/A

Offboarding	The offboarding plan for this Call-Off Contract is detailed at Schedule 1.
Collaboration agreement	N/A

Limit on Parties' liability	<div></div> <div></div> <div></div>
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● This professional indemnity insurance cover will have a minimum limit of indemnity of <div></div> for each individual claim or any higher limit the Buyer requires (and as required by Law)● Employers' liability insurance with a minimum limit of <div></div> or any higher minimum limit required by Law
Buyer's responsibilities	<p>The Buyer is responsible for attending training and workshops.</p>
Buyer's equipment	<p>The Buyer's equipment to be used with this Call-Off Contract includes user laptops and Teams functionality.</p>

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or</p> <div></div>
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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	The payment method for this Call-Off Contract is BACS. The fees payable in accordance with this SOW, specified in Clause 3 (“Fees”) shall be due and payable thirty 30 days from the date of the relevant invoice
Payment profile	<div>The payment profile for this Call-Off Contract is:<div><div></div><div></div></div></div>
Invoice details	The Supplier will issue electronic invoices as per SOW milestones. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	<div>Invoices will be sent to <div></div></div>
Invoice information required	All invoices must include the Purchase Order number
Invoice frequency	Invoice will be sent to the Buyer as per SOW milestones
Call-Off Contract value	The total value of this Call-Off Contract is £35,100
Call-Off Contract charges	<div>The breakdown of the Charges is:<div><div></div><div></div></div></div>

Additional Buyer terms

Performance of the Service	Refer to Schedule 1
Guarantee	N/A
Warranties, representations	the incorporated Framework Agreement clause 2.3
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A
Buyer specific amendments to/refinements of the Call-Off Contract terms	None
Personal Data and Data Subjects	See Annex 1
Intellectual Property	None
Social Value	N/A

1. Formation of contract
- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff 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	Supplier	Buyer
Name	4C Associates Ltd [REDACTED]	Great British Nuclear Limited [REDACTED]
Title	Managing Director	Corporate Services Director
Signature		
Date	20/11/2023	20/11/2023

