

Key changes between the G-Cloud 11 and G-Cloud 12 Call-Off Contracts

This document sets out the key changes between the G-Cloud 11 and G-Cloud 12 Call-Off Contracts. It does not set-out minor changes such as numbering 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-11 Call-Off Contract	G-12 Call-Off Contract
Ending (Order Form)	The notice period needed for Ending the Call-Off Contract is at least [90] 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>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>
Limit on Parties' liability (Order Form)	The annual total liability for Buyer Data defaults will not exceed [£ enter text] or [% Enter text] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).	<p>The annual total liability for Buyer Data defaults of the Supplier will not exceed [£ enter amount] or [% enter percentage] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data defaults, while still</p>

		maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below.
Limit on Parties' liability (Order Form)	The annual total liability for all other defaults will not exceed the greater of [£ enter text] or [% enter text] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).	The annual total liability for all other defaults will not exceed the greater of [£ enter text] or [% enter text] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater). Clause 24.1 in Part B below provides a definition of Other defaults.
4.5	The Buyer may End this Call-Off Contract for Material Breach as if the Supplier is delivering the Services Inside IR35.	The Buyer may End this Call-Off Contract for Material Breach as per clause 18.5 hereunder if the Supplier is delivering the Services Inside IR35.
Added: 13.6.6		13.6.6 buyer requirements in respect of AI ethical standards
24.1	<p>24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:</p> <ul style="list-style-type: none"> Property: for all defaults resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment but 	<p>24.1 Subject to incorporated Framework Agreement clauses 4.2 to 4.7, each Party's Yearly total liability for defaults under or in connection with this Call-Off Contract (whether expressed as an indemnity or otherwise) will be set as follows:</p> <p>24.1.1 Property: for all defaults by either party resulting in direct loss to the property (including technical infrastructure, assets, IPR or equipment</p>

	<p>excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form</p> <ul style="list-style-type: none"> • Buyer Data: for all defaults resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data caused by the Supplier's default will not exceed the amount in the Order Form • Other defaults: for all other defaults, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form 	<p>but excluding any loss or damage to Buyer Data) of the other Party, will not exceed the amount in the Order Form</p> <p>24.1.2 Buyer Data: for all defaults by the Supplier resulting in direct loss, destruction, corruption, degradation or damage to any Buyer Data, caused by the Supplier's default will not exceed the amount in the Order Form</p> <p>24.1.3 Other defaults: for all other defaults by either party, claims, Losses or damages, whether arising from breach of contract, misrepresentation (whether under common law or statute), tort (including negligence), breach of statutory duty or otherwise will not exceed the amount in the Order Form.</p>
<p>Annex 2: Joint Controller Agreement, 7.1(c)</p>	<p>if no view as to responsibility is expressed by the Information Commissioner, then the Buyer and the Supplier shall work together to investigate the relevant personal data breach and allocate responsibility for any financial penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the personal data breach can be apportioned. In the event that the Parties do not agree such apportionment then such dispute shall be referred to the dispute resolution procedure set out in Clause 34 of the core terms (Resolving disputes).</p>	<p>if no view as to responsibility is expressed by the Information Commissioner, then CCS and the Supplier shall work together to investigate the relevant Personal Data Breach and allocate responsibility for any Financial Penalties as outlined above, or by agreement to split any financial penalties equally if no responsibility for the Personal Data Breach can be apportioned. In the event that the Parties do not agree such apportionment then such Dispute shall be referred to the procedure set out in clauses 8.66 to 8.79 of the Framework terms (Managing disputes).</p>

30.1	The Buyer may require the Supplier to provide Additional Services. The Buyer doesn't have to buy any Additional Services from the Supplier and can buy services that are the same as or similar to the Additional Services from any third party.	Not used.
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