



# Crown Commercial Service

## G-Cloud 12 Call-Off Contract

This Call-Off Contract for the G-Cloud 12 Framework Agreement (RM1557.12) includes:

<b><i>G-Cloud 12 Call-Off Contract</i></b> .....	<b>1</b>
<b>Part A: Order Form</b> .....	<b>2</b>
<b>Schedule 1: Services (SOR)</b> .....	<b>14</b>
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<b>Schedule 7: GDPR Information</b> .....	<b>75</b>



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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>	9388 9500 6671 654
<b>Call-Off Contract reference</b>	FMSP/040 DSP (703957450)
<b>Call-Off Contract title</b>	<b>Development of the FMSP MIDAS Tool and Software Support / Sustainment</b>
<b>Call-Off Contract description</b>	Data Transformation, Migration and Management Information
<b>Start date deemed to be</b>	23 May 2022
<b>Expiry date</b>	31 March 2023
<b>Call-Off Contract value</b>	Not to Exceed £1,035,833 Ex Vat
<b>Charging method</b>	CP&F
<b>Purchase order number</b>	TBC

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.

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<b>From the Buyer</b>	Defence Equipment and Support  FMSP Team  Abbey Wood  Cedar Mailpoint 3030  Bristol  BS34 8JH
<b>To the Supplier</b>	Digi2al Limited  32 Church Road  Hove  BN3 2FN  Company number: 08407866
<b>Together the 'Parties'</b>	

Principal contact details

**For the Buyer:**

Title: Ms

Name: Sallyanne Smith

Email: sallyanne.smith131@mod.gov.uk

Phone:

**For the Supplier:**

Title: G-Cloud Framework Manager

Name: Digi2al HQ

Email: marketplace@digi2al.co.uk

Phone: 020 3282 7875

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## Call-Off Contract term

<b>Start date</b>	<p>This Call-Off Contract start date is deemed to be 23<sup>rd</sup> May 2022 and is valid for 10½ months.</p> <p>The date and number of days or months is subject to clause 1.2 in Part B below.</p>
<b>Ending (termination)</b>	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> 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 <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>
<b>Extension period</b>	<p>This Call-off Contract can be extended by the Buyer for 1 period(s) of up to 12 months each, by giving the Supplier 1 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 guidance:</p> <p><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>

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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>These technical services must deliver the following:</p> <ul style="list-style-type: none"> <li>• Planning</li> <li>• On going support for Solution design and implementation</li> </ul>
<b>Additional Services</b>	<p>Take-on and Service Implementation Plan will be required at the start of the service.</p>
<b>Location</b>	<p>The Services will be delivered to:</p> <p>Future Maritime Support Programme (FMSP)</p> <p>DE&amp;S</p> <p>Abbey Wood</p> <p>Cedar, Mailpoint 3030</p> <p>Bristol, BS34 8JH</p>
<b>Quality standards</b>	<p>The quality standards required for this Call-Off Contract are</p> <ul style="list-style-type: none"> <li>• HMG Information Assurance Standards No. 1 &amp; 2</li> <li>• ISO27001 Information Management Systems</li> </ul>

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<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <ul style="list-style-type: none"> <li>• Contractor has full complement of SMEs necessary to successfully support Design/Development of MIDAS at contract start</li> <li>• Contractors SMEs can either work at ABW or work remotely</li> <li>• All SMEs required are already SC cleared or will be prior to contract start</li> <li>• Contractor will have a fully functional Task Activity/Manager Tool available at contract start</li> <li>• Contractor has wealth of experience working with Official Sensitive Data</li> <li>• Contract is able to provide evidence they have experience of using DevOps to deliver and support modern services/applications</li> <li>• The contractor is able to provide information explaining the social value benefits of this contract</li> </ul>
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is <b>not required</b></p>
<b>Offboarding</b>	<p>The offboarding plan for this Call-Off Contract is <b>not required.</b></p>
<b>Collaboration agreement</b>	<p>Not/Applicable</p>

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<p><b>Limit on Parties' liability</b></p>	<p>The annual total liability of either Party for all Property Defaults will not exceed: Not/applicable</p> <p>The annual total liability for Buyer Data Defaults 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).</p> <p>Clause 24.1 in Part B below applies for a more in-depth definition of Buyer Data Defaults, while still maintaining the definitions and meanings of Buyer Data and Default in Schedule 6: Glossary and Interpretations below.</p> <p>The annual total liability 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).</p> <p>Clause 24.1 in Part B below provides a definition of Other Defaults.</p>
<p><b>Insurance</b></p>	<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>
<p><b>Force majeure</b></p>	<p>A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 60 consecutive days.</p> <p>[This section relates to clause 23.1 in Part B below.]</p>



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<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>Audit provisions clauses 7.13 of the Framework Agreement to be applied:</p> <p>Each Party is responsible for covering all their own other costs incurred from their compliance with the Audit obligations.</p>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible for:</p> <p>DE&amp;S will provide:</p> <p>Access to the necessary UK Government/MOD IT and tele-communications resources to carry these services</p>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes: MODNET Laptops</p> <p>Reason: As Official sensitive information will be provided/exchanged.</p>

### Supplier's information

<b>Subcontractors or partners</b>	<p>The following is a list of the Supplier's Subcontractors or Partners. Not/applicable</p> <p>[Include details of any Subcontractors to be used to deliver the Services.]</p>
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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.

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<b>Payment method</b>	The payment method for this Call-Off Contract is via the Contracting,Purchasing & Finance system (CP&F)																										
<b>Payment profile</b>	<p>The payment profile for this Call-Off Contract is monthly in arrears based on the estimated charges as listed in the Call-Off Contract charges section.</p> <p><b>Monthly Payment Process:</b></p> <p>a) The Authority Project Manager (or Authority delegated individual) to record the agreed monthly amount in Table 1 Part 1 and populate all relevant lines.</p> <p>b) To issue table 1 Part 1 via email to the respective Supplier's approver(s) for confirmation of agreed amount and to copy Commercial and Finance.</p> <p>c) Once approval has been obtained from both parties then for the Supplier to submit their invoice in Exostar against the agreed milestone deliverable line of the Purchase order. The Authority Project team to recheck invoice amount submitted is correct in CP&amp;F and then to receipt against the line.</p> <p>d) Travel and subsistence (T&amp;S) costs now included in the Milestones pricing. All travel shall be in line with MoD Travel policy.</p> <p><b>Table 1</b></p> <p><u>Monthly Payment Process</u></p> <table border="1"> <tr><td>Month</td><td></td></tr> <tr><td>Contract Number</td><td>FMSP/040</td></tr> <tr><td>Supplier</td><td>Digi2al Limited</td></tr> <tr><td>Deliverable</td><td></td></tr> <tr><td>UIN</td><td></td></tr> <tr><td>RAC</td><td></td></tr> <tr><td>VAT</td><td>Standard</td></tr> <tr><td>Payment in Full Ex Vat</td><td>Yes/No</td></tr> <tr><td>Deliverable Full Value Ex Vat</td><td></td></tr> <tr><td>Payment Total Agreed Ex Vat</td><td></td></tr> <tr><td>Retention Amount (If applicable) Ex Vat</td><td></td></tr> <tr><td>Name of Supplier Delegated Approver</td><td></td></tr> <tr><td>Name of Authority Delegated Approver</td><td></td></tr> </table>	Month		Contract Number	FMSP/040	Supplier	Digi2al Limited	Deliverable		UIN		RAC		VAT	Standard	Payment in Full Ex Vat	Yes/No	Deliverable Full Value Ex Vat		Payment Total Agreed Ex Vat		Retention Amount (If applicable) Ex Vat		Name of Supplier Delegated Approver		Name of Authority Delegated Approver	
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	<p><b><u>Part 2 Retention Payment Process</u></b></p> <p>On confirmation of satisfactory acceptance of remaining deliverable by the Authority Project manager, the payment process for the remaining retention amount will be initiated by them. The retention payment process will be:</p> <p>a) The Authority Project Manager (or Authority delegated individual) to populate all lines in Table 2 Part 2</p> <p>b) To follow remaining process of Part 1 b and c.</p> <table border="1"> <tr> <td>Month</td><td></td></tr> <tr> <td>Contract Number</td><td>FMSP/040</td></tr> <tr> <td>Supplier</td><td>Digi2al Limited</td></tr> <tr> <td>Deliverable Line</td><td></td></tr> <tr> <td>UIN</td><td></td></tr> <tr> <td>RAC</td><td></td></tr> <tr> <td>VAT</td><td>Standard</td></tr> <tr> <td>Retention Amount being paid Ex Vat</td><td></td></tr> <tr> <td>Name of Supplier Delegated Approver</td><td></td></tr> <tr> <td>Name of Authority Delegated Approver</td><td></td></tr> </table>	Month		Contract Number	FMSP/040	Supplier	Digi2al Limited	Deliverable Line		UIN		RAC		VAT	Standard	Retention Amount being paid Ex Vat		Name of Supplier Delegated Approver		Name of Authority Delegated Approver	
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<b>Invoice details</b>	<p>The Supplier will issue monthly electronic invoices by EXOSTAR in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice. The Buyer will raise a dispute within 10 days of receipt of the invoice or the invoice will automatically be approved.</p>																				
<b>Who and where to send invoices to</b>	<p>Invoices will be sent electronically to Andy Daniels email:  <a href="mailto:andy.daniels465@mod.gov.uk">andy.daniels465@mod.gov.uk</a></p> <p>To copy Commercial: <a href="mailto:sallyanne.smith131@mod.gov.uk">sallyanne.smith131@mod.gov.uk</a></p>																				
<b>Invoice information required</b>	<p>All electronic invoices must include:</p> <p>Project Manager Name: Andy Daniels</p> <p>Contract number: FMSP/040 (703957450)</p> <p>Title: Development of the FMSP MIDAS Tool</p> <p>Delivery Address:</p>																				

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	<p>DE&amp;S</p> <p>FMSP Team,</p> <p>Abbey Wood, Cedar, Mailpoint 3030</p> <p>Bristol</p> <p>BS34 8JH</p>
<b>Invoice frequency</b>	Invoice will be sent to the Buyer monthly.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is: £1,035,833, Ex Vat inclusive of travel and subsistence and shall not exceed the stated approved total.
<b>Call-Off Contract charges</b>	<p>The breakdown of the estimated charges is laid out in Schedule 2:</p> <p>Supplier day rates should only be used to calculate the Charges for performance of the service and Deliverables. All invoiced Charges will be for delivery of the service and Deliverables.</p>

Additional Buyer terms

<b>Performance of the Service and Deliverables</b>	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <p>Not applicable</p>
<b>Guarantee</b>	<p>This Call-Off Contract is conditional on the Supplier providing a Guarantee to the Buyer.</p> <p>Not applicable</p> <p>As per clause 4.10 in the Framework Agreement, if requested by a Buyer, the Supplier must provide a completed Guarantee before the Call-Off Start date in the form set out in Call-Off Schedule 5.</p>

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<b>Warranties, representations</b>	<p>In addition to the incorporated Framework Agreement clause 4.1</p> <p>Not applicable</p>												
<b>Supplemental requirements in addition to the Call-Off terms</b>	<p>Within the scope of the Call-Off Contract, the Supplier performing all work will be delivered under MoD regulations and guidelines contained in the publications listed below, or other relevant regulations as applicable to any given tasking:</p> <ul style="list-style-type: none"><li>• JSP 440 - Defence Manual of Security.</li><li>• Issued Government Property</li></ul> <p>1. All Issued Property shall remain the property of the Authority. It shall be used in the execution of the Contract and for no other purpose, without the prior approval in writing of the Authority.</p> <p>2. Neither the Contractor, nor any subcontractor, nor any other person, shall have a lien on Issued Property, for any sum due to the Contractor, subcontractor or other person, and the Contractor shall take all such steps as may be necessary to ensure that the title of the Authority, and the exclusion of any such lien, are brought to the notice of all subcontractors and other persons dealing with any Issued Property.</p> <p>The Contractor shall:</p> <ul style="list-style-type: none"><li>a) check the Issued Property to verify that it corresponds with the Issued Property specified in the Contract;</li><li>b) conduct a reasonable visual inspection; and c) conduct any additional inspection and testing/software updates as may be necessary and practicable to check that the Issued Property is not defective or deficient for the purpose for which it has been provided;</li></ul> <li>• and notify the Authority of any defects, deficiencies or discrepancies discovered.</li> <p><b>DEFCONS</b></p> <table><tr><th>DEFCON</th><th>Description</th><th>Edition</th></tr><tr><td>76</td><td>Contractor's Personnel at Government Establishments</td><td>06/21</td></tr><tr><td>90</td><td>Copyright</td><td>06/21</td></tr><tr><td>522</td><td>Payment &amp; Recovery of Sums Dues</td><td>11/21</td></tr></table>	DEFCON	Description	Edition	76	Contractor's Personnel at Government Establishments	06/21	90	Copyright	06/21	522	Payment & Recovery of Sums Dues	11/21
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	531	Disclosure of Information	0921
	609	Contractor's Records	07/21
	658	Cyber	09/21
	660	Official-Sensitive Security Requirements	12/15
	DEFFORMS		
	DEFFORM	Description	Edition
	08	Contract Issue Letter	04/22
	111	Addresses and Other Information	07/21
	539A	Tenderer's Commercially Sensitive Information	01/22
	711	Notification of Intellectual Property Rights (IPR) Restrictions	04/22
	Cyber Reference: [REDACTED]		
	Supplier to provide Cyber Essentials certificate or equivalent		
	Notices		
	All notices to be sent to:		
	Michael Beard FMSP Deputy Commercial Head		
	Email: michael.beard769@mod.gov.uk		
Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply:		
	Not applicable		
Public Services Network (PSN)	The Public Services Network (PSN) is the government's secure network.		
	If the G-Cloud Services are to be delivered over PSN this should be detailed here:		
	Not applicable		
Personal Data and Data Subjects	Annex 1, Annex 2 of Schedule 7		
	Not applicable		

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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.

Signed	Supplier	Buyer
Name		
Title		
Signature		
Date	[Enter date]	