



Crown  
Commercial  
Service

## G-Cloud 13 Call-Off Contract

### Part A: Order Form

<b>Platform service ID number</b>	837647070278758
<b>Call-Off Contract reference</b>	PRO 6004 - C233989
<b>Call-Off Contract title</b>	UK Health Security – Payroll Discovery
<b>Call-Off Contract description</b>	<p>UKHSA currently outsources its payroll operations and following its formation 2 years ago has also implemented Oracle Fusion which is known internally as its Money and People System (MaPS).</p> <p>A short 6-8 week piece of work is required to conduct a discovery to understand current operations, future requirements and to provide options for its future Payroll strategy and implementation keeping in mind the system move to Oracle Fusion.</p>
<b>Start date</b>	15 <sup>th</sup> January 2024
<b>Expiry date</b>	11 <sup>th</sup> March 2024

<b>Call-Off Contract value</b>	£78,628 (Exc VAT)
<b>Charging method</b>	Fixed Price Contract
<b>Purchase order number</b>	To be provided by 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.

<b>From the Buyer</b>	UK Health Security Agency,  10 South Colonnade  London  E14 4PU
<b>To the Supplier</b>	Veran Performance  17 Manor Road  East Molesey  KT8 9JU  Company number: 08000897

Together the ‘Parties’

Principal contact details

For the Buyer:

[Redacted]

For the Supplier:

[Redacted]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 15 <sup>th</sup> January 2024 and is valid up until 11 <sup>th</sup> March 2024.
Ending (termination)	<p>The notice period for the Supplier ending the Call-Off Contract is at least <b>10</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 5 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 <b>one</b> period of up to 12 months, by giving the Supplier 2 weeks 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><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 1: Cloud Hosting</li> <li>• Lot 2: Cloud Software</li> <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 Lots are outlined below:</p>

<b>Additional Services</b>	<b>None</b>
<b>Location</b>	The Services will be delivered to <b>UK Health Security Agency, 10 South Colonnade, London, E14 4PU</b>

<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are <b>N/A</b>
<b>Technical Standards:</b>	In accordance with the call-off terms and conditions
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are found in Service Definition:</p> <p><a href="https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92847/837647070278758-service-definition-document-2022-05-13-2138.pdf">https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92847/837647070278758-service-definition-document-2022-05-13-2138.pdf</a></p>
<b>Onboarding</b>	<p>The onboarding plan for this Call-off contract is found on the service description and definition:</p> <p><a href="https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92847/837647070278758-service-definition-document-2022-05-13-2138.pdf">https://assets.applytosupply.digitalmarketplace.service.gov.uk/g-cloud-13/documents/92847/837647070278758-service-definition-document-2022-05-13-2138.pdf</a></p>

<b>Offboarding</b>	The offboarding plan for this Call-Off Contract is <b>found on the service description and definition</b>
<b>Collaboration agreement</b>	Not used

<b>Limit on Parties' liability</b>	<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 per year. 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 <b>£1,000,000</b> or <b>125%</b> of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p> <p>The annual total liability of the Supplier for all other Defaults will not exceed the greater of <b>£1,000,000</b> or <b>125%</b> of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"><li>• following the expiration or Ending of this Call-Off Contract</li><li>• a minimum insurance period of 6 (six) 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>

<b>Buyer's responsibilities</b>	Not used
<b>Buyer's equipment</b>	Not used

### Supplier's information

<b>Subcontractors or partners</b>	N/A
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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.

<b>Payment method</b>	<p>The payment method for this Call-Off Contract is BACs or alternative payment method as agreed between the Contracting Authority and the Agency.</p> <p>Standard 30 days payment terms</p>
<b>Payment profile</b>	The Supplier will issue electronic invoices <b>in advance</b> . The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
<b>Invoice details</b>	<p>The Supplier will issue electronic invoices on completion of the relevant milestone in arrears.</p> <p>All invoices must be accompanied by confirmation from the Contracting Authorities Project Manager, that the relevant milestone has been delivered in line with the contract.</p> <p>The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>
<b>Who and where to send invoices to</b>	<p>All invoices must be sent, quoting a valid purchase order number (PO Number), to:</p> <p>UKHSA ACCOUNTS PAYABLE TEAM</p>



	<p>MANOR FARM ROAD PORTON DOWN SALISBURY SP4 0JG United Kingdom UKHSA VAT No: GB888851648</p> <p>Contact number for all invoice related queries: [REDACTED] [REDACTED] between 09:00-17:00 Monday to Friday.</p> <p>Email: To submit any invoices and credit notes via email please use: [REDACTED]</p>
<b>Invoice information required</b>	<p>We will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, PO Number item number (if applicable) and the details (name and telephone number) of your Buyer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.</p>
<b>Invoice frequency</b>	Invoice will be sent to the Buyer on completion of deliverables.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £78,628 (Exc VAT)
<b>Call-Off Contract charges</b>	[REDACTED]

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Additional Buyer terms

<b>Performance of the Service</b>	<p>This Call-Off Contract will include the following:</p> <p>Delivery Plan which will be tracked</p> <p>Exit and offboarding plans with milestones to include knowledge transfer and necessary accessible assets and editable documentation such as Process maps.</p>
<b>Guarantee</b>	<p>Not used</p>
<b>Warranties, representations</b>	<p>Not used</p>

<b>Supplemental requirements in addition to the Call-Off terms</b>	Not used
<b>Alternative clauses</b>	Not used
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	N/A
<b>Personal Data and Data Subjects</b>	In the event that the Supplier is acting as a Data Processor, Annex 1 of Schedule 7 shall apply.
<b>Intellectual Property</b>	Any new IPR created under the Contract is owned by the Buyer.
<b>Social Value</b>	Not used

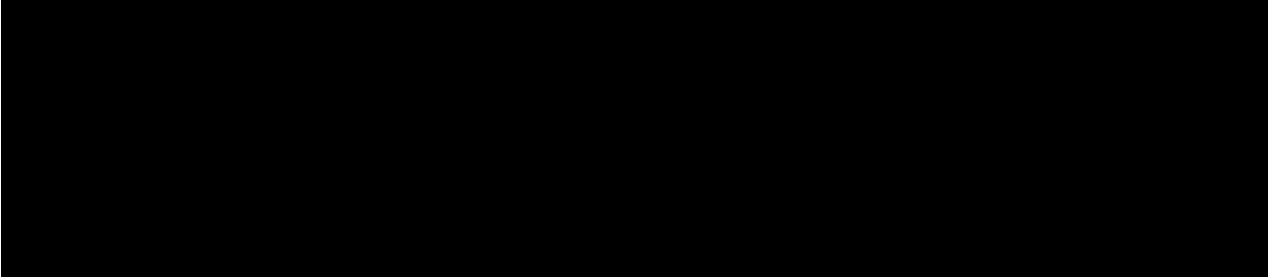
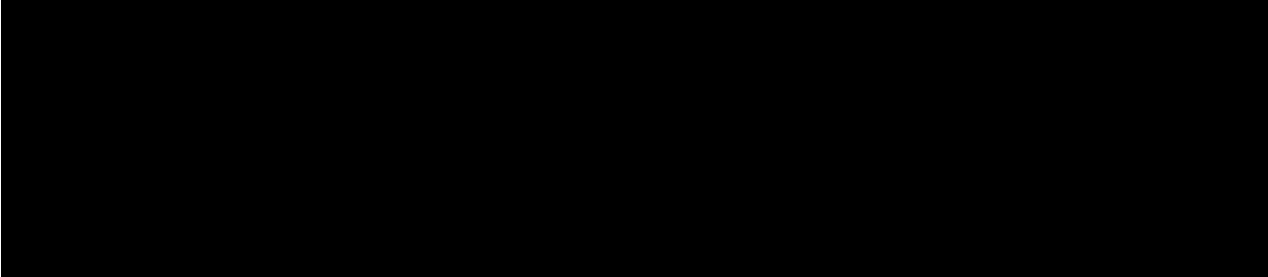
## 1. Formation of contract

- 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.

<div>Signed by a representative on behalf of The Supplier</div> <div></div>	<div>Signed by a representative on behalf of the Buyer</div> <div></div>
<div>Date Signed: 15/1/2024</div>	<div>Date Signed: 16th January 2024</div>