


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	4096 4882 9942 336
Call-Off Contract reference	con_4878
Call-Off Contract title	Board Intelligence Portal
Call-Off Contract description	Software as a Service (SaaS) for access to the Board Intelligence Portal via G-Cloud
Start date	11.09.23
Expiry date	10.09.25
Call-Off Contract value	
Charging method	Annual invoice in advance, payment by BACS or bank transfer.
Purchase order number	TBC upon 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	<div></div> <div></div> <div>Great British Nuclear</div> <div>1 Victoria Street</div> <div>London</div> <div>SW1 0ET</div>
To the Supplier	<div>Board Intelligence Ltd</div> <div></div> <div>24 Cornhill</div> <div>London</div> <div>EC3V 3ND</div> <div>UK</div> <div>Company number: 04529306</div>
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: Corporate Governance Advisor

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: Customer Success Manager

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 07. 09. 23 and is valid for 24 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	<p>This Call-Off Contract can be extended by the Buyer for one period of up to 12 months, by giving the Supplier 30 days 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>
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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.

G-Cloud Lot	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 2: Cloud software</p>
G-Cloud Services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>A secure cloud-based service that allows for the compilation and control of papers into defined board packs.</p>
Additional Services	None
Location	The Services will be delivered remotely to the Buyer

Quality Standards	The quality standards required for this Call-Off Contract are; <div data-bbox="564 192 1356 232"></div> <div data-bbox="564 232 1308 273"></div>
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Technical Standards:	<p>The technical standards used as a requirement for this Call-Off Contract are;</p> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>
Service agreement: level	<p>The service level and availability criteria required for this Call-Off Contract are set out in the Suppliers Standard Support Policy which can be seen at Schedule 1 to the Terms and Conditions</p>
Onboarding	<p>The Onboarding plan for this Call-Off Contract can be found here</p> <div></div>
Offboarding	<p>The Offboarding plan for this Call-Off Contract can be found here</p> <div></div>
Collaboration agreement	<p>N / A</p>
liability	<div></div> <div></div> <div></div>

Insurance	The Supplier insurance(s) required will be: a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract]
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	<p>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 [REDACTED] for each individual claim or any higher limit the Buyer requires (and as required by Law)</p> <p>employers' liability insurance with a minimum limit of [REDACTED] or any higher minimum limit required by Law</p>
responsibilities	The Buyer is responsible for maintaining the minimum system requirements as set out in the Digital Marketplace
Buyer's equipment	None

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <p>[REDACTED]</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.

Payment method	The payment method for this Call-Off Contract is BACS or other bank transfer.
Payment profile	The payment profile for this Call-Off Contract is annually in advance.
Invoice details	<p>The Supplier will issue electronic invoices via email. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.</p>

Who and where to send invoices to	Invoices will be sent to GBN c/o [REDACTED] email: [REDACTED]	
Invoice information required	All invoices must include PO No. and a breakdown of invoice cost.	
Invoice frequency	Invoices will be sent to the Buyer annually and from time to time where the supplier carries out reconciliation between the number of users provided for in the Call-Off Contract and the actual number of users.	
Call-Off Contract value	The total value of this Call-Off Contract is [REDACTED] [REDACTED] one-off set up fee	
Call-Off charges Contract	The breakdown of the Charges is:	
	[REDACTED]	

Additional Buyer terms

Performance of the Service	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones set out in the Service section here
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A

<p>Buyer specific amendments to/refinements of the Call-Off Contract terms</p>	<div>[Redacted Content]</div>
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ID:

DocuSign
Envelope

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DA7759E2FF90

Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1
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Intellectual Property	N/A
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 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.

0. 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

Signed	Board Intelligence	Great British Nuclear
Name		
Title	COO	CEO
Signature		
Date		

2.2 The Buyer provided an Order Form for Services to the Supplier.

[REDACTED]

[REDACTED]

[REDACTED]

