



Government Office for  
Technology Transfer

# Technology Transfer and Commercialisation DPS

Annex 4: Call-Off Award Form





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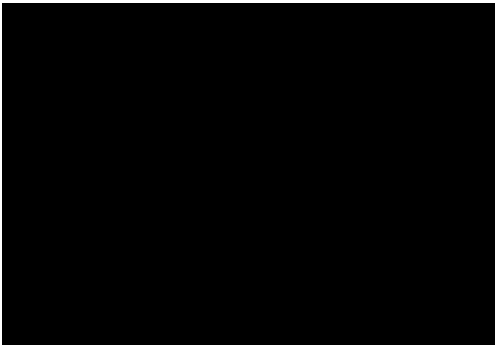
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## DPS Call-Off Award Form

Thank you for submitting a tender response for FSA001 – The National Foodborne Disease Genomic Data Platform. This Call-Off Award Form dated 16/02/2024 is being issued in accordance with the Technology Transfer and Commercialisation DPS Contract. This Call-Off Award Form creates the Call-Off Contract in relation to FSA001 – The National Foodborne Disease Genomic Data Platform.

Terms and expressions used in this Call-Off Award Form have the same meanings as in the contract terms set out or referred to in Annex 2 (the **Contract Terms**).

<b>Call-Off Contract Reference:</b>	(CON_7388) PM001 – IP Marketplace/Licensing Platform Solutions
<b>Relevant Category of the DPS:</b>	Category 2, <i>IP and Commercialisation</i>
<b>Buyer:</b>	The Government Office for Technology Transfer
<b>Supplier:</b>	Venturebright Limited
<b>Call-Off Start Date:</b>	Wednesday, 29 <sup>th</sup> January 2025
<b>Call-Off Expiry Date:</b>	Friday, 14 <sup>th</sup> March 2025
<b>Call-Off Optional Extension Period:</b>	N/A
<b>Specification of Deliverables and Services:</b>	As per the Call-Off Mini Competition and Call-Off Tender Response – Annex 1 and 4
<b>Charges (including full cost breakdown):</b>	£ 25,000.00 excluding VAT.  Full breakdown of Contract charges is set out in the Call-Off Tender Response – Annex 4



# Government Office for Technology Transfer



<b>Reimbursable Expenses:</b>	Recoverable as set out in Schedule 3 (Charges) of the Contract Terms
<b>Financial Transparency Objectives;</b>	The Financial Transparency Objectives apply to this Call-Off Contract
<b>Invoice Information:</b>	<p>Payment of undisputed invoices will be made within 30 days of receipt of invoice, which must be submitted promptly by the Supplier.</p> <p>All invoices must be sent, quoting a valid Purchase Order Number (PO Number), to: <a href="mailto:billinghamfinancialservices.dtiquiries@uksbs.co.uk">billinghamfinancialservices.dtiquiries@uksbs.co.uk</a> with [REDACTED] in cc.</p> <p>Within 10 Working Days of receipt of your countersigned copy of this Order Form, we will send you a unique PO Number. You must be in receipt of a valid PO Number before submitting an invoice.</p> <p>The Supplier will provide a detailed breakdown of its Charges for the Deliverables in sufficient detail to enable the Buyer to verify the accuracy of any invoice submitted.</p> <p>To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO Number, item number (if applicable) and the details (name, email, and telephone number) of your Buyer contact (i.e., Buyer Authorised Representative). Non-compliant invoices may be sent back to you, which may lead to a delay in payment.</p> <p>Payments will be made to <a href="mailto:billinghamfinancialservices.dtiquiries@uksbs.co.uk">billinghamfinancialservices.dtiquiries@uksbs.co.uk</a> with [REDACTED] in cc.</p> <p>If you have a query regarding an outstanding payment, please contact: <a href="mailto:billinghamfinancialservices.dtiquiries@uksbs.co.uk">billinghamfinancialservices.dtiquiries@uksbs.co.uk</a> with [REDACTED] in cc.</p>



# Government Office for Technology Transfer



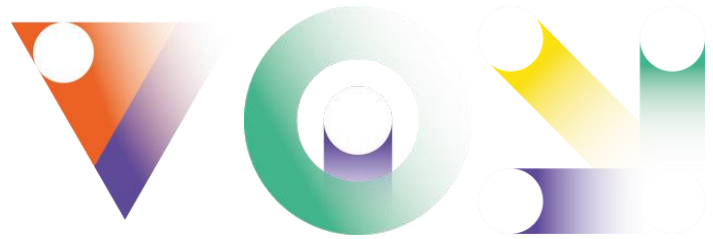
Supplier Authorised Representative :	
Buyer Authorised Representative:	
Service Levels:	<p>The Service Levels are set out in the Call-Off Mini Competition. The Service Period is 30/01/2025 – 31/03/2025.</p> <p>Service Credits do not apply under this Call-Off Contract</p>
Liability:	<p>For the purposes of Clause 15.1.2 each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £100,000 or <b>150%</b> of the Estimated Yearly Charges.</p>
Insurances:	<p>Public liability Insurance = £2,000,000</p> <p>Employers' Liability Insurance = £5,000,000*</p> <p>Professional Indemnity Insurance = £1,000,000</p> <p><i>*It is a legal requirement that all companies hold Employer's (Compulsory) Liability Insurance of £5 million as a minimum. Please note this requirement is not applicable to Sole Traders.</i></p>
Key Personnel:	
Key Subcontractors:	N/A



<b>Progress Meetings and Progress Reports:</b>	<p>The Supplier shall attend Progress Meetings with the Buyer every fortnight in accordance with the terms of the Call-Off Mini Competition.</p> <p>The Supplier shall provide the Buyer with Progress Reports every fortnight in accordance with the terms of the Call-Off Mini Competition.</p>
<b>Buyer Third Parties:</b>	N/A
<b>Owner of New IPR:</b>	The Government Office for Technology Transfer
<b>Commercially Sensitive Information:</b>	<ol style="list-style-type: none"><li>1. Suppliers' full fiscal breakdown including day rate</li><li>2. Suppliers' full proposal including methodology</li></ol>
<b>Cyber Essentials Certification:</b>	Not required
<b>Guarantor:</b>	Not applicable
<b>Incorporated Terms:</b>	<p>The following documents are incorporated into the Call-Off Contract. If the documents conflict, the following order of precedence applies:</p> <ol style="list-style-type: none"><li>1. this Call-Off Award Form;</li><li>2. the Contract Terms (as set out or referred to in Annex 2), as amended or supplemented by the Call-Off Special Terms (if any) set out in this Call-Off Award Form;</li><li>3. the Processing Details (as set out in Annex 3);</li><li>4. the Call-Off Mini Competition (as set out or referred to in Annex 1); and</li><li>5. the Call-Off Tender Response (as set out or referred to in Annex 4)</li></ol>



Call-Off Special Terms:	N/A
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## Formation of Call-Off Contract

By signing and returning this Call-Off Award Form (which may be done by electronic means) the Supplier agrees to enter the Call-Off Contract with the Buyer to provide the Deliverables and Services in accordance with the terms of this Call-Off Award Form (including the Contract Terms and the other Call-Off Incorporated Terms).

Signed for and on behalf of the Parties as follows:

**Buyer - The Government Office for  
Technology Transfer**

**Supplier – Venturebright Limited**

Signature:

Signature:

Name:

Name:

Role:

Role:

Date:

Date: