



G-Cloud 12 Call-Off Contract

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

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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.

Digital Marketplace service ID number	949757913728698
Call-Off Contract reference	C36475 / C40457
Call-Off Contract title	Riak Support
Call-Off Contract description	A partner to support and develop NHS Digital's Riak platform.
Start date	1 st August 2021
Expiry date	31 st July 2022
Call-Off Contract value	<p>An initial commitment of [REDACTED] (excluding VAT).</p> <p>The total Call-Off Contract Value is £750,000 (excluding VAT) to accommodate optional additional services and optional extension periods.</p>
Charging method	Invoice
Purchase order number	To be provided electronically following contract signature.

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.

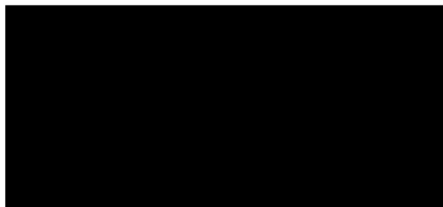
The Order Form cannot be used to alter existing terms or add any extra terms that materially change the Deliverables offered by the Supplier and defined in the Application.

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.

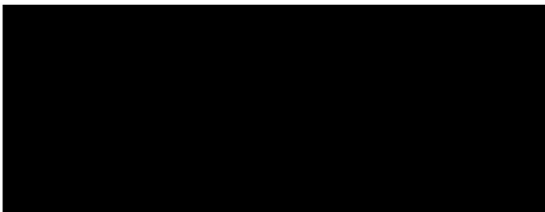
From the Buyer	Health and Social Care Information Centre (known as NHS Digital) 0300 303 5678 7 and 8 Wellington Place, Leeds, West Yorkshire LS1 4AP
To the Supplier	Aire Logic Limited 07793 841 932 Aireside House 24 - 26 Aire Street Leeds LS1 4HT Company number: 6233174
Together the 'Parties'	

Principal contact details

For the Buyer:



For the Supplier:



Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 st August 2021 and is valid for 12 months.
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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 2 period(s) of up to 12 months each, by giving the Supplier 30 days 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>

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 3: Cloud support</p>
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Section 2 and outlined below:</p> <ul style="list-style-type: none"> • To support the Buyer's platforms using Riak database, including 4th line technical support and additional support and development services. • The Services are outlined in full in Schedule 1 - Services.

Additional Services	The Buyer may require additional services from the Supplier to further develop and support the Buyer's Riak platform, as required on an ad-hoc basis.
Location	<p>The Services will be delivered remotely to the Buyer.</p> <p>The Services will be delivered at the Buyer's office locations upon the Buyer's reasonable request.</p>
Quality standards	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
Technical standards:	No additional standards to those outlined elsewhere in the Framework Agreement, Call-Off Contract, or the Gcloud Service Description.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are:</p> <p>For the delivery of the Riak 4th line technical support services, the Supplier will ensure a 4-hour incident response time service level is adhered to within core business hours (08:00 to 18:00 GMT).</p>
Onboarding	Not applicable.
Offboarding	An exit plan must be reviewed and agreed with the Buyer within 60 days of signing this Call-Off Contract.
Collaboration agreement	Not required.

Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for Buyer Data Defaults will not exceed 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p> <p>The annual total liability for all other Defaults will not exceed the greater of 125% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term.</p>
Insurance	See Clause 9 of the Call-Off Contract (as set out in Part B).
Force majeure	<p>For the avoidance of doubt, the COVID-19 pandemic shall not constitute a Force Majeure Event under the terms of this Call-Off Contract.</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 20 consecutive days.</p>
Audit	The Buyer shall have the same audit rights as CCS under the Framework Agreement. Therefore Clauses 7.4 to 7.13 of the Framework Agreement shall be incorporated into this Call-Off Contract, with required amendments made to change the defined terms from 'CCS' to 'Buyer'.
Buyer's responsibilities	<p>The Buyer is responsible for:</p> <ul style="list-style-type: none"> • Providing the necessary access to systems.
Buyer's equipment	None.

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners:</p> <ul style="list-style-type: none">• [REDACTED]
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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.
Payment profile	<p>The payment profile for this Call-Off Contract is as follows:</p> <ul style="list-style-type: none">• Annually in advance for the 4th line technical support charges• Monthly in arrears for the additional professional service days.
Invoice details	<p>The Supplier will issue electronic invoices for the service items as outlined in the Payment Profile above.</p> <p>In consideration of the supply of Services by the Supplier, the Buyer shall pay the Supplier the invoiced amounts no later than 30 days after Receipt of a valid and undisputed invoice which includes a valid Purchase Order Number. The Buyer may, without prejudice to any other rights and remedies under this Call-Off Contract withhold or reduce payments in the event of unsatisfactory performance.</p> <p>All amounts stated are exclusive of VAT which shall be charged at the prevailing rate. The Buyer shall, following the Receipt of a valid VAT invoice, pay to the Supplier a sum equal to the VAT chargeable in respect of the Services.</p>
Who and where to send invoices to	<p>Any queries regarding outstanding payments should be directed to NHS Digital's Accounts Payable section by email at Sbs-w.payables@nhs.net.</p>

	<p>Invoices should clearly quote the purchase order number, be addressed to NHS Digital, T56 Payables A125, Phoenix House, Topcliffe Lane, Wakefield, WF3 1WE and be sent as a PDF attachment by email to the following email address; sbs.invoicing@nhs.net (one invoice per PDF) and emails must not exceed 10Mb and quote, 'T56 Invoice Scanning' in subject line or alternatively invoices can be sent via post to the above address.</p>
Invoice information required	<p>The Buyer shall issue a Purchase Order to the Supplier in respect of any Services to be supplied to the Buyer under this Call-Off Contract. The Supplier shall comply with the terms of such Purchase Order as a term of this Call-Off Contract. For the avoidance of doubt, any actions or work undertaken by the Supplier under this Call-Off Contract prior to the receipt of a Purchase Order covering the relevant Services shall be undertaken at the Supplier's risk and expense and the Supplier shall only be entitled to invoice for Services covered by a valid Purchase Order.</p> <p>The Supplier must be in Receipt of a valid Purchase Order Number before submitting an invoice. All invoices should be sent, quoting that number to the address given on the Purchase Order. To avoid delay in payment it is important that the invoice is compliant and that it includes an item number (if applicable) and the details (name and telephone number) of the Buyer contact. Non-compliant invoices will be sent back to the Supplier, which may lead to a delay in payment.</p>
Invoice frequency	<p>Invoice(s) will be sent to the Buyer as outlined in the Payment Profile above.</p>
Call-Off Contract value	<p>The total value of this Call-Off Contract is £750,000 (excluding VAT).</p>
Call-Off Contract charges	<p>The breakdown of the Charges is outlined in Schedule 2 - Call-Off Contract Charges.</p>

Additional Buyer terms

Performance of the Service and Deliverables	The Supplier shall perform the Services, as described in Schedule 1.			
Guarantee	Not used.			
Warranties, representations	No additional warranties and representations other than those from clause 4.1 of the Framework Agreement.			
Supplemental requirements in addition to the Call-Off terms	<div>1. The following requirements shall take priority above all terms, conditions and specifications set out in this Call-Off Contract (including without limitation any embedded documents and terms), and the Supplier shall ensure that the software licences meet and conform with the following requirements:</div> <div>1.1 The Supplier shall notify the Buyer in advance if any software or service permits the Supplier or any third-party remote access to the software or systems of the Buyer.</div>			
Alternative clauses	Not used.			
Buyer specific amendments to/refinements of the Call-Off Contract terms	<div>For the purposes of incorporation of Schedule 6 - Glossary and interpretations of the Call-Off terms, the following definitions shall be added (and where such terms are already defined, such definitions shall be replaced with the corresponding definitions below):</div> <table><tr><td>Central Government Body</td><td>means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:</td></tr></table>		Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:
Central Government Body	means a body listed in one of the following sub-categories of the Central Government classification of the Public Sector Classification Guide, as published and amended from time to time by the Office for National Statistics:			

		<p>a) Government Department;</p> <p>b) Non-Departmental Public Body or Assembly Sponsored Public Body (advisory, executive, or tribunal);</p> <p>c) Non-Ministerial Department; and</p> <p>d) Executive Agency;</p>
	CSR Laws	means Laws relating to corporate social responsibility issues (e.g. anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity), including but not limited to the Modern Slavery Act 2015, the Public Services (Social Value) Act 2012, the Public Contracts Regulations 2015 and Article 6 of the Energy Efficiency Directive 2012/27/EU, from time to time in force;
	CSR Policies	means the Buyer's policies, including, without limitation, anti-bribery and corruption, health and safety, the environmental and sustainable development, equality and diversity, and any similar policy notified to the Supplier by the Buyer from time to time, and " CSR Policy " shall mean any one of them;
	Cyber Security Requirements	<p>means:</p> <p>a) compliance with the DSP Toolkit or any replacement of the same;</p> <p>b) any other cyber security requirements relating to the Services notified to the Supplier by the Buyer from time to time;</p>

	DSP Toolkit	means the data security and protection toolkit, an online self-assessment tool that allows organisations to measure their performance against the National Data Guardian's 10 data security standards and supports key requirements of the GDPR, which can be accessed from https://www.dsptoolkit.nhs.uk/ , as may be amended or replaced by the Buyer or the Department of Health and Social Care from time to time;
	General Change in Law	means a change in Law which comes into force after the Start date, where the change is of a general legislative nature and/or affects or relates to a Comparable Supply, and includes Laws arising out of or in connection with the United Kingdom's withdrawal from the European Union which substantially amend, replace or supersede any existing Law;
	Law	means (from time to time in force) any applicable law, any applicable Act of Parliament, statute, by law, regulation, order, regulatory policy (including any requirement or notice of any regulatory body), guidance or industry code of practice, rule of court or directives or requirements of any Regulatory Body, delegated or subordinate legislation within the meaning of Section 21(1) of the Interpretation Act 1978, or enforceable community right within the meaning of Section 2 of the European Communities Act 1972, and any amended or new laws arising out of or in connection with the United Kingdom's withdrawal from

		the European Union (that is, ceases to be an EU Member State);
	Purchase Order	means the Buyer's unique number relating to the supply of the Services;
	Receipt	means the physical or electronic arrival of the invoice at the address specified above at 'Call-Off Contract charges and payment' under the heading "Who and where to send invoices to" or at any other address given by the Buyer to the Supplier for the submission of invoices from time to time;
	Unavoidable Losses	means only the Losses specified as such in the Order Form (if any) which the Supplier may incur in the event of the Buyer ending the Call-Off Contract pursuant to Clause 18.1;
	<p>1) Clause 11.2 of the Call-Off terms shall be deleted in its entirety and replaced with the following new Clause 11.2:</p> <p>11.2A All Project Specific IPRs shall vest in the Buyer absolutely, and the Supplier hereby assigns to the Buyer, absolutely with full title guarantee (and free from all third party rights), any and all of its right, title and interest in and to all the existing and future Project Specific IPRs, to the fullest extent permitted by law.</p> <p>11.2B The Supplier grants the Buyer a non-exclusive, transferable, perpetual, irrevocable, royalty-free licence to use any Background IPRs embedded within the Project Specific IPRs for the Buyer's ordinary business activities and to the extent required to enjoy the full benefit of ownership of the Project Specific IPRs.</p>	

	<p>11.2C The Buyer shall have the right to grant to any person a sub-licence of any licence granted pursuant to Clauses 11.2B and 11.3.</p> <p>11.2D Each Party undertakes that it shall promptly execute all documents, make all applications, give all assistance and do or procure the doing of all acts and things as may be necessary or desirable to give full effect to the assignment of the Project Specific IPRs described in Clause 11.2A in, and to register ownership of the Project Specific IPRs in, the name of the Buyer (to the extent that registration of rights is available) and/or to give full effect to the licences granted under this Clause 11.</p> <p>2) Clauses 18.2 and 18.3 of the Call-Off terms shall be deleted in their entirety and replaced with the following new Clauses 18.2 and 18.3:</p> <p>18.2 The Parties agree that the:</p> <ul style="list-style-type: none"> • Buyer's right to End the Call-Off Contract under clause 18.1 is reasonable considering the type of cloud Service being provided • Call-Off Contract Charges paid during the notice period is reasonable compensation and covers all the Supplier's Losses, unless Unavoidable Losses are specified in the Order Form, in which case clause 18.3 shall apply to such Unavoidable Losses. <p>18.3 Subject to clause 24 (Liability), and if this clause is specified to apply in the Order Form, if the Buyer Ends this Call-Off Contract under clause 18.1, it will indemnify the Supplier against any Unavoidable Losses incurred by the Supplier, provided that the Supplier takes all reasonable steps to mitigate the Unavoidable Losses. If the Supplier has insurance, the Supplier will reduce its Unavoidable Losses by any insurance sums available. The Supplier will submit a fully itemised and costed list of the Unavoidable Losses with supporting evidence.</p> <p>3) A new Clause 32.4 shall be added and shall take precedence over Clause 8.11 of the Framework Agreement for the sole purpose of interpretation of this Call-Off Contract in relation to General Changes of Law:</p>
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