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G-Cloud 13 Call-Off Contract

This Call-Off Contract for the G-Cloud 13 Framework Agreement (RM1557.13) includes:

- Part A: Order Form
- Part B: Terms and conditions
- Schedule 1: Services
- Schedule 2: Call-Off Contract charges
- Schedule 6: Glossary and interpretations
- Schedule 7: UK GDPR Information

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	436197048477483
Call-Off Contract reference	Open Data Architecture as a Service
Call-Off Contract title	Open Data Architecture as a Service
Call-Off Contract description	Digital strategy, architecture and integration to support adopting cloud, openEHR, data archetypes, FHIR, HL7, real-time analytics and data architecture.
Start date	20/03/2023
Expiry date	30/09/2023
Call-Off Contract value	£102,000 (ex VAT)
Charging method	Day rate charges into monthly payments
Purchase order number	■

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	Surrey & Borders Partnership NHS Foundation Trust Mole Business Park 18 Randalls Rd Leatherhead KT22 7AD
To the Supplier	Avenue3 Limited 125-135 Preston Road Brighton BN1 6AF Company Number: 13040131
Together the 'Parties'	

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/04/2023 and is valid for 6 months
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 30 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 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>https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</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> <ul style="list-style-type: none">• Lot 3: Cloud support
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> <ul style="list-style-type: none">• Strategy and Enterprise Architecture
Additional Services	N/A
Location	<p>The Services will be delivered to Surrey & Borders Partnership NHS Foundation Trust</p>
Quality Standards	N/A
Technical Standards:	N/A
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are referenced in the supplier service definition.</p>
Onboarding	<p>The onboarding plan for this Call-Off Contract is included with Service provision.</p>

Offboarding	The onboarding plan for this Call-Off Contract is included with Service provision.
Collaboration agreement	N/A
Limit on Parties' liability	<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 £100,000 per year.</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 £100,000 or 100% 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 £100,000 or 100% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>

Insurance	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> • a minimum insurance period of 1 year following the expiration or Ending of this Call-Off Contract • 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) • employers' liability insurance with a minimum limit of £5,000,000 or any higher minimum limit required by Law
Buyer's responsibilities	N/A
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	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.

Payment method	The payment method for this Call-Off Contract is invoices to be agreed Monthly on the satisfactory delivery of days completed against the consultancy rate card.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue electronic invoices monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to [REDACTED]
Invoice information required	All invoices must include PO number reference.

Invoice frequency	Invoice will be sent to the Buyer monthly.
Call-Off Contract value	The total value of this Call-Off Contract is £102,000 (ex VAT).
Call-Off Contract charges	<p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED] <p>[REDACTED]</p>

Additional Buyer terms

Performance of the Service	<p>[REDACTED]</p> <ul style="list-style-type: none">[REDACTED][REDACTED][REDACTED]
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Guarantee	N/A
Warranties, representations	N/A
Supplemental requirements in addition to the Call-Off terms	N/A
Alternative clauses	N/A

Buyer specific amendments to/refinements of the Call-Off Contract terms	N/A
Personal Data and Data Subjects	N/A
Intellectual Property	The Buyer holds Intellectual Property Rights (IPR) over the project outcomes.
Social Value	The Supplier is an SME.

1. Formation of contract

- 1.1 By signing and returning this Order Form (Part A), the Supplier agrees to enter into a CallOff 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.

