

The Supplier must email their confirmed acceptance of this offer within one working day of issue of the offer by the HSCIC Procurement Team.

On receipt by the HSCIC Procurement Team of the Supplier acceptance of the offer, a Purchase Order number will be raised. Each separate Test will have a separate Purchase Order number

The Customer shall pay to the Supplier the Charges on completion of the deliverables in respect of the Services.

The payment method will be through a Purchase Order which is the document issued by the Customer which reflects the agreed Charges set out in this Call-Off Agreement. Any terms and conditions set forth in this Call-Off Agreement are incorporated by reference into the applicable Purchase Order.

The Call-Off Agreement shall remain in force for the period specified in Section 1.2. The Customer reserves the right to extend this Call-Off Agreement by amendment to the Purchase Order or the issue of an additional Purchase Order for the provision of the Services as identified within this Call-Off Agreement, subject always to the prior written agreement of the Parties.

The Supplier may render an invoice for each delivered instalment, in accordance with the Payment Schedule set out below. For the purposes of Clause CO-13.2 of the Call-Off Terms, the Customer shall pay each valid invoice submitted in accordance with this Section 6.1 by bank transfer to a bank account nominated by the Supplier within

Indicate preferred payment profile by selecting one from:

6.1.1 Payment on completion of deliverables as set out in the Appendix 3 - Pre-Work Order in line with the agreed daily rate and reasonable expenses.

6.2 Invoice format

The Supplier shall issue paper invoices on completion of the deliverables in Appendix 3 - Pre-Work Order. An invoice shall be rendered on the Supplier's own invoice form to the Customer clearly marked with the Customer's address and the order number. The Customer shall pay the Supplier within **thirty (30) calendar days** of receipt of a valid invoice, submitted in accordance with this paragraph 6.2 the payment profile set out in paragraph 6.1 above and the provisions of this Call-Off Agreement.

7. DISPUTE RESOLUTION

7.1 Level of Representative to whom disputes should be escalated to:



The Supplier will ensure that all disputes, delays or concerns are relayed through the appropriate escalation point as they occur. The Customer will act as an arbitrator to these disputes.

7.2 Mediation Provider

Centre for Effective Dispute Resolution.

8. LIABILITY

Subject to the provisions of Clause CO 11 'Liability' of the Call-Off Agreement:

8.1 The annual aggregate liability of either Party for all defaults resulting in direct loss of or damage to the property

of the other Party (including technical infrastructure, assets, equipment or IPR but excluding any loss or damage to the Customer Data or Customer Personal Data) under or in connection with this Call-Off Agreement shall in no event exceed **£1million**.

8.3 The annual aggregate liability under this Call-Off Agreement of either Party for all defaults shall in no event exceed the greater of **one hundred and twenty five per cent (125%)** per cent of the Charges payable by the Customer to the Supplier **during the Call-Off Agreement Period**.

9. INSURANCE

9.1 Minimum Insurance Period

Six (6) Years following the expiration or earlier termination of this Call-Off Agreement

9.2 To comply with its obligations under this Call-Off Agreement and as a minimum, where requested by the Customer in writing the Supplier shall ensure that:

- **professional indemnity insurance** is held by the Supplier and by any agent, Sub-Contractor or consultant involved in the supply of the G-Cloud Services and that such professional indemnity insurance has a minimum limit of indemnity of **one million pounds sterling (£1,000,000)** for each individual claim or such higher limit as the Customer may reasonably require (and as required by Law) from time to time;
- **employers' liability insurance** with a minimum limit of five million pounds sterling (£5,000,000) or such higher minimum limit as required by Law from time to time.

10. TERMINATION

10.1 Undisputed Sums Time Period

At least ninety (7) Working Days of the date of the written notice specified in Clause CO 9.4 of the Call-Off Agreement.

10.2 Termination Without Cause

At least thirty (7) Working Days in accordance with Clause CO9.2 of the Call-Off Agreement.

11. AUDIT AND ACCESS

Twelve (12) Months after the expiry of the Call-Off Agreement Period or following termination of this Call-Off Agreement.

12. INTELLECTUAL PROPERTY RIGHTS

12.1 In this Call-Off Agreement, the following terms shall have the following meanings:

"Intellectual Property" shall have the meaning given to it in the Framework Agreement;

"Background Intellectual Property" means the Intellectual Property owned or controlled by either Party existing at the date of the Call-Off Agreement or generated otherwise than through the performance of the Services and which is