

G-Cloud 13 Call-Off Contract

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

G-Cloud 13 Call-Off Contract

Part A: Order Form	2
Part B: Terms and conditions	15
Schedule 1: Services	36
Schedule 2: Call-Off Contract charges	37
Schedule 3: Collaboration agreement	38
Schedule 4: Alternative clauses	51
Schedule 5: Guarantee	56
Schedule 6: Glossary and interpretations	65
Schedule 7: UK GDPR Information	83
Annex 1: Processing Personal Data	84
Annex 2: Joint Controller Agreement	89

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	7430 9895 0167 369
Call-Off Contract reference	202302
Call-Off Contract title	Subject Matter Expertise
Call-Off Contract description	Provision of specialist Cloud Support services in support of the Ambulance Radio Programme to manage the installation of Dispatch Communications Server (DCS) technology
Start date	2 March 2023
Expiry date	2 September 2023
Call-Off Contract value	████████████████████
Charging method	██
Purchase order number	TBC

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> 39 Victoria Street Westminster London SW1H 0EU
To the Supplier	Mason Advisory Limited Bush House, North West Wing London WC2B 4PJ United Kingdom Company number: 08990928
Together the 'Parties'	

Principal contact details

For the Buyer:

Title:
Name:
Email:
Phone:

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 2 March 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 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 6 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 3 are outlined below:</p> <ul style="list-style-type: none"> • Project Management of Direct Communications Service (DCS) project
Additional Services	No additional services
Location	<p>The Services will be delivered to</p> <p>Department of Health and Social Care – offsite</p> <p>39 Victoria Street</p> <p>Westminster</p> <p>London</p> <p>SW1H 0EU</p>
Quality Standards	The quality standards required for this Call-Off Contract are aligned to the requirements of the DCS implementation.
Technical Standards:	The technical standards used as a requirement for this Call-Off Contract are aligned to the requirements of the DCS implementation.
Service level agreement:	<p>The service level and availability criteria required for this Call-Off Contract are that the Supplier's staff allocated to these Services:</p> <ul style="list-style-type: none"> • will fulfil any reasonable requests; • will apply due skill, care and attention at all times; • will be appropriately skilled and experienced, aligned to the roles SFIA level • will demonstrably provide services and support in line with their SFIA profile
Onboarding	The onboarding plan for this Call-Off Contract is not applicable.

Offboarding	The offboarding plan for this Call-Off Contract is handover to ARP if deliverables are not complete at the end of the contract.
Collaboration agreement	Not applicable
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 £5m.</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% 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 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 6 years 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	The Buyer is responsible for providing access to Authority premises and hot-desking space, SharePoint sites etc.
Buyer's equipment	N/A

Supplier's information

Subcontractors or partners	Not applicable.
-----------------------------------	-----------------

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 by invoice.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Invoice details	The Supplier will issue hard copy invoices to the address below plus an electronic copy invoice to the email address below, monthly in arrears. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.
Who and where to send invoices to	Invoices will be sent to [REDACTED]
Invoice information required	All invoices must include the purchase order number, project reference – [REDACTED] and a breakdown of work completed, number of hours claimed and applicable day rate.
Invoice frequency	Invoice will be sent to the Buyer in monthly arrears.
Call-Off Contract value	The total value of this Call-Off Contract is [REDACTED]
Call-Off Contract charges	Please refer to Schedule 2.

Additional Buyer terms

Performance of the Service	<p>This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestones:</p> <ul style="list-style-type: none"> • Project management of introduction of Direct Communications Service (DCS) being introduced to replace CCI 'Centracom' Ports (declared as obsolescent by Airwave) <p>Specific Milestones are as follows:</p> <ul style="list-style-type: none"> • M2: Installation Phase: Hardware and software installation completed (including ESN configuration) Testing Readiness Certificate issued (timing: Hardware delivery date) • M3: Integration Phase: Integration completed. Supplier internal testing completed. Test Strategy, Test Plan, Test Protocols and Test Procedure Book containing new Test Scripts Successful completion of Smoke Test and delivery of Smoke Test Result Report. (timing (M2 + 60 days) • M4a: Verification Testing for DCS Ports: Verification Testing comprising Test Protocols, Dry Run, Test Run, Regression Test Run and Rectification as necessary completed. Successful completion of Verification Testing. Completed Test Procedure Book (DCS test cases) and Test Summary Report delivered. (M3 + 40 days) • M4b: Verification Testing for CCI Port Interworking: Verification Testing comprising Test Protocols, Dry Run, Test Run, Regression Test Run and Rectification as necessary completed. Successful completion of Functional and Non-Functional Verification Testing. Completed Test Procedure Book (CCI test cases) and Test Summary Report delivered. (M4 + 40 days)
Guarantee	<p>Not applicable.</p>
Warranties, representations	<p>Not applicable.</p>
Supplemental requirements in addition to the Call-Off terms	<p>Not applicable.</p>

Alternative clauses	Not applicable.
Buyer specific amendments to/refinements of the Call-Off Contract terms	Not applicable.
Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 2
Intellectual Property	Not applicable.
Social Value	Commitment of a day of resource (at the Supplier's expense) to support the policy outcome 'Create new businesses, new jobs and new skills', including mentoring and career/skills development. Specific scope of activities to be agreed between the parties and undertaken within the term of the contract.

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.

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.

Signed	For and on behalf of the Supplier:	For and on behalf of the Buyer:
---------------	------------------------------------	---------------------------------

Signature	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div> <div style="background-color: black; height: 15px; width: 100%;"></div>
Name	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
Title	<div style="background-color: black; height: 15px; width: 100%;"></div>	<div style="background-color: black; height: 15px; width: 100%;"></div>
Date		

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

Customer Benefits

For each Call-Off Contract please complete a customer benefits record, by following this link:

[G-Cloud 13 Customer Benefit Record](#)