



Crown Commercial Service

G-Cloud 12 Call-Off Contract

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

Part A: Order Form	2
Schedule 1: Services.....	12
Schedule 2: Call-Off Contract charges	12
Part B: Terms and conditions.....	13
Schedule 3: Collaboration agreement	32
Schedule 4: Alternative clauses	44
Schedule 5: Guarantee.....	49
Schedule 6: Glossary and interpretations.....	57
Schedule 7: GDPR Information	68

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	599226548431198
Call-Off Contract reference	prj_510
Call-Off Contract title	Adaptive Technology (AT) Support Services
Call-Off Contract description	Supporting Adaptive Technology implementation within BEIS.
Start date	1 st April 2022
Expiry date	31 st March 2023
Call-Off Contract value	£129.540.00
Charging method	Payment by BACS following a correct invoice
Purchase order number	To be supplied following signature of the contract by the supplier

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	Department for Business, Energy, and Industrial Strategy 1 Victoria Street, London SW1H 0ET
To the Supplier	Name: The Inform Team Address: 64 Kennington Oval London SE11 5SW Company Number: 08393796
Together the 'Parties'	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/04/2022 and is valid for 12 months, up to and including 31/03/2023.
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 a period of 24 months, 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> <p>[The extension period after 24 months should not exceed the maximum permitted under the Framework Agreement which is 2 periods of up to 12 months each.</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>

	https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service
--	---

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 Section 2 and outlined below:</p> <p>The supplier will provide the following services:</p> <p>Capturing requirements for new AT starters</p> <p>Managing new requests for AT software and hardware</p> <p>Managing of complex issues relating to AT software or AT peripherals</p> <p>Promoting digital accessibility</p>

	<p>Consultation and assistance working with the AT communities</p> <p>Managing development work with software vendors</p> <p>Working with Cirrus technical resources and the business</p> <p>Dedicated customer-facing point of contact</p> <p>Software usage</p> <p>Working with the BEIS AT Assurance team</p>
Additional Services	N/A
Location	The Services will be delivered to Department for Business Energy and Industrial Strategy offices, 1 Victoria Street, London SW1H0ET unless otherwise stated in the specification.
Quality standards	The quality standards required for this Call-Off Contract are as listed in the Suppliers proposal.
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as in the specification listed in the Suppliers proposal.
Limit on Parties' liability	<p>The annual total liability of either Party for all Property Defaults will not exceed £1million.</p> <p>The annual total liability for Buyer Data Defaults will not exceed £1million or 150% of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
Insurance	The insurance(s) required will be:

	<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
Force majeure	A Party may End this Call-Off Contract if the Other Party is affected by a Force Majeure Event that lasts for more than 5 consecutive days.
Audit	The following Framework Agreement audit provisions will be incorporated under clause 2.1 of this Call-Off Contract to enable the Buyer to carry out audits. The supplier will provide documents to meet any audit requirements over the life of this contract.
Buyer's equipment	The Buyer's equipment to be used with this Call-Off Contract includes Assistive Technology hardware and software.

Supplier's information

Subcontractors or partners	N/A
-----------------------------------	-----

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 BACS payment following a correct invoice.
Payment profile	The payment profile for this Call-Off Contract is monthly in arrears.
Who and where to send invoices to	Invoices will be sent to: Name [REDACTED] Email: [REDACTED] Phone: [REDACTED]
Invoice information required	All invoices must include the tender reference number prj_510
Invoice frequency	Invoice will be sent to the Buyer Monthly
Call-Off Contract value	The contract value is up to a maximum of £129,540.00 excluding VAT.

Additional Buyer terms

Intellectual Property	Subject to any pre-existing rights of third parties and of the Contractor, the Intellectual Property Rights (other than copyright) in all reports, documents and other materials which are generated or acquired by the Contractor (or any of its sub-contractors or agents) ("the Contractor Materials") in the performance of the Services shall belong to and be vested automatically in the Department for Business, Energy and Industrial Strategy.
Guarantee	N/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

Public Services Network (PSN)	N/A
Personal Data and Data Subjects	See Schedule 7

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 RM1557.12.
 - 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Buyer
Name	[REDACTED]	[REDACTED]
Title	[REDACTED]	[REDACTED]
Signature	[REDACTED]	[REDACTED]
Date	07 June 2022	07 June 2022

Schedule 1: Services

The services provided by the supplier are as listed in the Suppliers Proposal, Text file;

- BEIS - Assistive Technology Service - Statement of Work Apr 2022 - 12 months pdf.

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier's Digital Marketplace pricing document) can't be amended during the term of the Call-Off Contract. The detailed Charges breakdown for the provision of Services during the Term will include:

The call off Contract charges are as listed in the Suppliers Proposal, Text file;

- BEIS - Assistive Technology Service - Statement of Work Apr 2022 - 12 months pdf.

Customer Benefits