



## 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**

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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.

<b>Platform service ID number</b>	365998784864592
<b>Call-Off Contract reference</b>	C25407
<b>Call-Off Contract title</b>	Emission Compliance Data - MonitorPro Support, Maintenance & Hosting
<b>Call-Off Contract description</b>	Emission Compliance Data - MonitorPro Support, Maintenance & Hosting
<b>Start date</b>	01/07/2024
<b>Expiry date</b>	30/06/2026
<b>Call-Off Contract value</b>	£86,710 ex VAT
<b>Charging method</b>	BACS
<b>Purchase order number</b>	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.

<b>From the Buyer</b>	<p>THE SECRETARY OF STATE FOR THE DEPARTMENT FOR ENVIRONMENT, FOOD AND RURAL AFFAIRS</p> <p>2 Marsham Street,</p> <p>London,</p> <p>SW1P 3EB</p>
<b>To the Supplier</b>	<p>EHS Data Ltd</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>[REDACTED]</p> <p>England</p> <p>Company number: [REDACTED]</p>
<b>Together the ‘Parties’</b>	

Principal contact details

For the Buyer:

Commercial Contact:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Contract Manager:

Title: E [REDACTED] [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

For the Supplier:

Title: [REDACTED]

Name: [REDACTED]

Email: [REDACTED]

Phone: 0 [REDACTED]

Call-Off Contract term

Start date	This Call-Off Contract Starts on 1 <sup>st</sup> July 2024 and is valid for 24 months.
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least <b>90</b> 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 <b>30</b> days from the date of written notice for Ending without cause (as per clause 18.1).</p>

<b>Extension period</b>	<p>This Call-Off Contract can be extended by the Buyer for <b>one</b> period of up to 12 months, by giving the Supplier 1 <b>month</b> 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><a href="https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service">https://www.gov.uk/service-manual/agile-delivery/spend-controls-check-if-you-need-approval-to-spend-money-on-a-service</a></p>
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### 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.

<b>G-Cloud Lot</b>	<p>This Call-Off Contract is for the provision of Services Under:</p> <p>Lot 2: Cloud software</p>
<b>G-Cloud Services required</b>	<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"> <li>• Hosting Dedicated Server</li> <li>• Hosting Test Server</li> <li>• Maintenance Essential</li> <li>• Maintenance Basic</li> </ul>

<b>Additional Services</b>	Not applicable
<b>Location</b>	The Services will be delivered remotely
<b>Quality Standards</b>	The quality standards required for this Call-Off Contract are: To be determined at the time of the individual purchase order placement against this contract.
<b>Technical Standards:</b>	The technical standards used as a requirement for this Call-Off Contract are: <ul style="list-style-type: none"><li>• ISO/IEC 27001 certification</li><li>• MCERTS</li></ul>
<b>Service level agreement:</b>	The service level and availability criteria required for this Call-Off Contract are:  As per Hosting Service Level Agreement (SLA) to this contract in Schedule 1
<b>Onboarding</b>	N/A
<b>Offboarding</b>	The offboarding plan for this Call-Off Contract will be as per exit plan (if required).
<b>Collaboration agreement</b>	Not Applicable

<b>Limit on Parties' liability</b>	<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 [REDACTED] 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 [REDACTED] 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 [REDACTED] of the Charges payable by the Buyer to the Supplier during the Call-Off Contract Term (whichever is the greater).</p>
<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"> <li>• a minimum insurance period of 6 years following the expiration or Ending of this Call-Off Contract]</li> <li>• 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 [REDACTED] for each individual claim or any higher limit the Buyer requires (and as required by Law)]</li> <li>• employers' liability insurance with a minimum limit of [REDACTED] or any higher minimum limit required by Law</li> </ul>
<b>Buyer's responsibilities</b>	<p>The Buyer is responsible as listed in section 3 of the Supplier Terms and Conditions which are provided under the relevant service ID</p>
<b>Buyer's equipment</b>	<p>The Buyer's equipment to be used with this Call-Off Contract includes:</p> <p>The supplier shall use its own equipment in the provision of the services, provided that the Buyer shall provide such access to its servers and systems as is necessary to provide the Services under this Call-Off-Contract</p>

## Supplier's information

<b>Subcontractors or partners</b>	The following is a list of the Supplier's Subcontractors or Partners:  None.
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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.

<b>Payment method</b>	The payment method for this Call-Off Contract will be by BACS directly to the Supplier Bank Account as detailed on the Supplier Invoice.
<b>Payment profile</b>	The payment profile for this Call-Off Contract is annually in advance.
<b>Invoice details</b>	The Supplier will issue electronic invoices annually advance. The Buyer will pay the Supplier within 30 days of receipt of a valid undisputed invoice.
<b>Who and where to send invoices to</b>	Invoices will be sent to <div></div> <div></div> <div></div> <div></div> <div></div> <div></div>



<b>Invoice information required</b>	All invoices must include a valid purchase order along with a breakdown of any charges
<b>Invoice frequency</b>	Invoice will be sent to the accounts payable email address annually and will include a breakdown of any charges.
<b>Call-Off Contract value</b>	The total value of this Call-Off Contract is £86,710 (excluding VAT)
<b>Call-Off Contract charges</b>	The breakdown of the Charges are: Year 1 - <span style="background-color: black; color: black;">[REDACTED]</span> Year 2 - <span style="background-color: black; color: black;">[REDACTED]</span> As set out in Schedule 2

#### Additional Buyer terms

<b>Performance of the Service</b>	This Call-Off Contract will include the following Implementation Plan, exit and offboarding plans and milestone as per Service Level Agreement please refer to Schedule 1
<b>Guarantee</b>	Not applicable
<b>Warranties, representations</b>	<b>Not applicable</b>

<b>Supplemental requirements in addition to the Call-Off terms</b>	Not applicable
<b>Alternative clauses</b>	Not applicable
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	Not applicable
<b>Personal Data and Data Subjects</b>	Not applicable – no data processed or transferred
<b>Intellectual Property</b>	<p>Any Project Specific IPR that may arise and require assignment or otherwise any other required amendments to standard IPR provisions.</p> <p>For avoidance of doubt: There are no amendment to the standard IPR provisions in clause 11</p>
<b>Social Value</b>	Not applicable

## 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 on behalf of The Supplier:

Supplier\_Signature:

[Redacted Signature]

Full Name:

[Redacted Full Name]

Job Title/Role:

[Redacted Job Title/Role]

Date Signed: 15/07/2024

Signed on behalf of The Authority:

Buyer\_Signature:

[Redacted Signature]

Full Name:

[Redacted Full Name]

Job Title/Role:

[Redacted Job Title/Role]

Date Signed: 15/07/2024

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