



## 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.

<b>Platform service ID number</b>	895820043278135
<b>Call-Off Contract reference</b>	prj_3230
<b>Call-Off Contract title</b>	Media Monitoring service for Great British Nuclear
<b>Call-Off Contract description</b>	Media management product that will allow GBN to manage and monitor organisational media activity across all media networks for GBN and future DevCo(s)
<b>Start date</b>	01/07/2024
<b>Expiry date</b>	30/06/2026
<b>Call-Off Contract value</b>	£33,300 plus VAT (2 Years) + up to 1 Year optional extension £16,650
<b>Charging method</b>	BACS/ Electronic Invoice
<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>	<div></div> <div></div> <div>Great British Nuclear</div> <div>1 Victoria Street</div> <div>London</div> <div>SW1 0ET</div>
<b>To the Supplier</b>	<div></div> <div></div> <div>The Johnson Building</div> <div>79 Hatton Garden</div> <div>London</div> <div>EC1N 8AW</div> <div>England, United Kingdom</div> <div></div>
<b>Together the 'Parties'</b>	

Principal contact details

For the Buyer:

Title: [REDACTED]

Name: [REDACTED]

[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 <b>01/07/24</b> and is valid for <b>24 Months with the option an additional up to 12 months extension</b>
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least [REDACTED] 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 [REDACTED] days from the date of written notice for Ending without cause (as per clause 18.1) [REDACTED]</p> <p>[REDACTED]</p>

<b>Extension period</b>	<div></div> <p>. 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> <div></div> <div></div>
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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> <ul style="list-style-type: none"><li>● Lot 2: Cloud software</li><li>●</li></ul>
<b>G-Cloud Services required</b>	<div></div> <div></div> <div></div>

	<div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div> <div>[REDACTED]</div>
<b>Additional Services</b>	<b>N/A</b>
<b>Location</b>	The Services will be delivered remotely
<b>Quality Standards</b>	<p>The Supplier will deliver the Services in a way that enables the Buyer to comply with its obligations under the Technology Code of Practice, which is available at</p> <p><a href="https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice">https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice</a></p>

	<p>The Supplier shall ensure that throughout the Call-Off Contract Term that it maintains quality management procedures in accordance with ISO 9001, and maintained in accordance with Good Industry Practice</p>
<b>Technical Standards:</b>	<p>The technical standards used as a requirement for this Call-Off Contract:</p> <p>Where applicable, the Supplier shall ensure compliance with the Buyer’s performance standards and processes.</p>
<b>Service level agreement:</b>	<p>The service level and availability criteria required for this Call-Off Contract are as set out in the Supplier G Cloud Service Description</p>
<b>Onboarding</b>	<p>The onboarding plan for this Call-Off Contract is:</p> <div><div></div><div></div><div></div></div>

<b>Offboarding</b>	<div></div>
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	<div></div>
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 <div></div></p> <div></div> <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 <div></div></p> <div></div> <div></div>

<b>Insurance</b>	<p>The Supplier insurance(s) required will be:</p> <ul style="list-style-type: none"><li>● [REDACTED] 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 [REDACTED] [REDACTED]</li><li>● employers' liability insurance with a minimum limit [REDACTED] [REDACTED] or any higher minimum limit required by Law</li></ul>
<b>Buyer's responsibilities</b>	<p>(i) [REDACTED]</p> <p>(ii) [REDACTED]</p>

<b>Buyer's equipment</b>	- None
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Supplier's information

<b>Subcontractors or partners</b>	The following is a list of the Supplier's Subcontractors or Partners: <a href="https://www.pulsargroup.com/trust-centre/sub-processors/">https://www.pulsargroup.com/trust-centre/sub-processors/</a> as updated from time to time upon prior notice to the Buyer.
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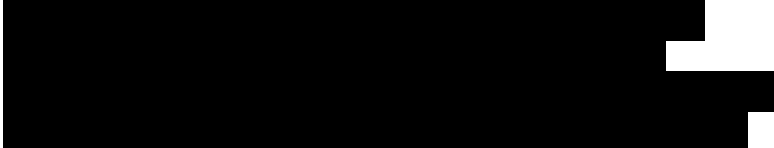
Call-Off Contract charges and payment

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 is <b>BACS or other bank transfer</b>
<b>Payment profile</b>	The payment profile for this Call-Off Contract is Annual in advance

Invoice details	The Supplier will issue electronic invoices Annually in advance. 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] <a href="#">Email:</a> [REDACTED]														
Invoice information required	All invoices must include PO No. and a breakdown of invoice cost														
Invoice frequency	Invoice will be sent to the Buyer Annually.														
Call-Off Contract value	The total value of this Call-Off Contract is £33,300 (for 2 years) . + VAT [REDACTED]														
Call-Off Contract charges	<table><tr><td colspan="2">[REDACTED]</td><td></td></tr><tr><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr><tr><td>[REDACTED]</td><td>[REDACTED]</td><td>[REDACTED]</td></tr></table>			[REDACTED]			[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]															
[REDACTED]	[REDACTED]	[REDACTED]													
[REDACTED]	[REDACTED]	[REDACTED]													
[REDACTED]	[REDACTED]	[REDACTED]													

<b>Performance of the Service</b>	<ul style="list-style-type: none"> <li>● N/A</li> </ul>
<b>Guarantee</b>	N/A
<b>Warranties, representations</b>	N/A

<b>Supplemental requirements in addition to the Call-Off terms</b>	N/A
<b>Alternative clauses</b>	N/A
<b>Buyer specific amendments to/refinements of the Call-Off Contract terms</b>	  

	Contract and Framework Agreement (RM1557.13) shall take precedence.
<b>Personal Data and Data Subjects</b>	Annex 1
<b>Intellectual Property</b>	N/A
<b>Social Value</b>	N/A

## 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 .

Signed	Supplier	Buyer
Name	<div></div>	<div></div>
Title	<div></div>	<div></div>
Signature		
Date	27/6/2024	27/6/2024

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

