

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	2273 6175 7345 043
Call-Off Contract reference	DDaT24122/3062678155
Call-Off Contract title	SAP Signavio licenses
Call-Off Contract description	This Call-Off Contract is for SAP Signavio licenses and is comprised of: (a) the Framework Agreement clauses incorporated as Call-Off Contract obligations under clause 2 (<i>Incorporation of terms</i>) of Part B (<i>Terms and conditions</i>); (b) this Order Form (Parts A and B); (c) the Supplier's Terms; and (d) any other document referred to in the Call-Off Contract clauses.
Start date	01/04/2024
Expiry date	31/03/2025 (with an option to extend for a further 12 months to Tuesday 31st March 2026)
Call-Off Contract value	Initial period contract value 47,100.00 GBP, excluding VAT. The fees for the optional 12 months extension are 52,000.00 GBP, excluding VAT.
Charging method	Payment upon receipt of invoice

Purchase order number	To be confirmed post execution of Call-Off Contract
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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 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	UK Research and Innovation (the “ Buyer ”) +441793442700 Polaris House North Star Avenue, Swindon
To the Supplier	SAP (UK) Limited (the “ Supplier ”) Supplier’s address: Clockhouse Place Bedfont Road Feltham Middlesex TW14 8HD England Company number: 02152073
Together the “ Parties ”	

Principal contact details

For the Buyer:

Name: REDACTED

Email: REDACTED

Phone: REDACTED Email: REDACTED

Name: REDACTED

For the Supplier:

Name: REDACTED

Email: REDACTED

Call-Off Contract term

Start date	This Call-Off Contract Starts on 01/04/2024 and is valid for 12 months
Ending (termination)	<p>The notice period for the Supplier needed for Ending the Call-Off Contract is at least 20 (twenty) 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 12 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>
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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.

G-Cloud lot	<p>This Call-Off Contract is for the provision of Services under:</p> <ul style="list-style-type: none">• Lot 2: Cloud software
G-Cloud services required	<p>The Services to be provided by the Supplier under the above Lot are listed in Framework Schedule 4 and outlined below:</p> <p>SAP Signavio Process Collaboration Hub – REDACTED</p> <p>SAP Signavio Journey Modeler – REDACTED</p> <p>SAP Signavio Process Manager – REDACTED</p>
Additional Services	<p>The Buyer confirms that it does not require any Services in addition to those expressly set out in this Call-Off Contract. If the Buyer subsequently determines that it needs additional support from the Supplier other than as set out in the applicable Service Definition then that is Additional Services, the Supplier may charge the Buyer for such additional support and its out-of-pocket expenses on a time and materials basis in accordance with the agreed rate card.</p>
Location	<p>The Services will be delivered to Innovate UK</p> <p>Polaris House North Star Avenue, Swindon</p>

Quality standards	The quality standards required for this Call-Off Contract are as described in the Supplier Terms (including the relevant Service Description).
Technical standards:	The technical standards used as a requirement for this Call-Off Contract are as described in the Supplier Terms (including the relevant Service Description).
Service level agreement:	The service level and availability criteria required for this Call- Off Contract are described in the relevant Service Definition and Service Description.
Onboarding	The requirement for an onboarding plan for this Call-Off Contract is satisfied by the onboarding descriptions in the Supplier Terms (including the relevant Service Description and Service Definition).

Offboarding	The requirement for an offboarding plan for this Call-Off Contract is satisfied by the offboarding information contained in the Supplier Terms (including the relevant Service Description and Service Definition).
Collaboration agreement	Not required

Limit on Parties' liability	<p>Defaults by either party arising in a Year resulting in direct loss to the property (including technical infrastructure, assets or equipment of the other Party will not exceed 100% of the Charges payable by the Buyer to the Supplier during that Year.</p> <p>The total liability of the Buyer for all IPR breaches and breaches under section 11.5 will be unlimited.</p> <p>The annual total liability of the Supplier for Buyer Data Defaults arising in a Year resulting in direct loss will not exceed 100% of the Charges payable by the Buyer to the Supplier during that Year.</p> <p>The annual total liability of the Supplier for all other Defaults arising in a Year will not exceed 100% of the Charges payable by the Buyer to the Supplier during that Year.</p> <p>With respect to the Supplier indemnity under Section 11.6 of the Framework, the parties agree that Section 8.1 and 8.3 (of the GTCs) of the Supplier Terms shall apply.</p> <p>Supplier liability under Section 11.6 of the Framework (as substituted by Section 8.1 and 8.3 of the GTCs of the Supplier Terms) is unlimited</p>
Insurance	<p>The insurance(s) required will be:</p> <p>During the term of the Call-Off Contract, the Supplier, using commercially reasonable efforts, shall maintain the following insurance policies:</p> <ul style="list-style-type: none">(a) commercial general liability with a limit of €2,000,000 per occurrence and in general aggregate;(b) workers' compensation and employers' liability of at least £5,000,000 or such other levels in compliance with statutory requirements; and(c) technology professional liability with a limit of €2,000,000 per claim and in the aggregate. <p>Following execution of the Call-Off Contract and upon written request of the Buyer, the</p>

	Supplier shall deliver or make available for download a certificate of insurance evidencing existence of the required coverage.
Buyer's responsibilities	<p>The Buyer is responsible for</p> <ol style="list-style-type: none">1. Buyer due diligence<ol style="list-style-type: none">Clause 5.1 (<i>Due diligence</i>) of the Call-Off Contract and 14.1 – 14.3 (<i>Entire Agreement</i>) of the Framework Agreement apply and, in connection with the same, the Buyer further agrees that: it has undertaken all necessary due diligence and has assessed the Supplier Terms, Service Description, and the Service Definition as being fit for its purposes (including any applicable Buyer legal obligations).The Buyer confirms that it has no additional requirements (including security, back-ups and provision of back-ups, environmental policies, accessibility requirements and Corporate Social Responsibility) in relation to the receipt or performance of the Services other than as set out in this Call-Off Contract.The Buyer confirms that it has assessed the Supplier Terms, Service Definition, and Service Description and that the same satisfy any requirement to develop or obtain the Buyer's approval for: (i) a Security Management Plan; (ii) an Information Security Management Plan; and (iii) security policies, disaster recovery and business continuity plans.2. Data protection obligations, provision of information and access to Buyer Data.<p>The Buyer shall, wherever possible, use the available functionality of the Services and information made generally available by the Supplier (such as via the SAP Trust Center: https://www.sap.com/about/trust-center.html) to 'self-serve' for the purpose of obtaining information regarding the Services, obtaining copies of Buyer Data and the Buyer's compliance with Data Protection Legislation (including obtaining copies of any Buyer Personal Data or otherwise fulfilling or responding to any data subject request, undertaking any Data Protection Impact Assessment or other assessment or obtaining information on termination). Where the Buyer requires additional support, the Supplier may charge the Buyer for such additional support and its out-of-pocket expenses on a time and materials basis in accordance with the agreed rate card.</p>3. Secret information.

	<p>The Buyer shall not disclose any Secret or Top Secret information (as defined in the Government Security Classification policy) to the Supplier or process any such information using the Services.</p> <p>4. Third party web services.</p> <p>The Buyer acknowledges that clause 2.5 (of the GTCs) of the Supplier Terms applies to the Buyer's use of the Service.</p> <p>5. Audit</p> <p>The Buyer shall, wherever possible, use the functionality of the Services and other information made generally available by the Supplier in order to carry out any audits. For the purposes of this Call-Off Contract, the Framework Agreement clauses 7.4 to 7.13 will not apply and will be replaced by Sections 6 and 9 of the Supplier's Data Processing Agreement for Cloud Services.</p>
Buyer's equipment	None

Supplier's information

Subcontractors or partners	<p>The following is a list of the Supplier's Subcontractors or Partners [https://support.sap.com/en/my-support/subprocessors.html]. The Buyer consents to the Supplier's use of any Subcontractors identified in this list as at the Start date. The Buyer must subscribe to receive updates to this list via the SAP Support portal.</p> <p>Subcontractors. Sections 7.2 to 7.4 of the Supplier's Data Processing Agreement for Cloud Services will apply in relation to any new Subcontractors (and 'Subprocessors' in such Supplier terms shall be interpreted as referring to Subcontractors as defined in the Call-Off Contract).</p> <p>International processing of personal data. The Buyer consents to the Supplier processing Personal Data on the basis of Section 8 of the Supplier's Data Processing Agreement for Cloud Services, which will apply to any international processing of Personal Data. For the avoidance of doubt, the Buyer also consents to the Supplier processing Personal Data within the European Economic Area or any other territory with an adequacy decision in accordance with Data Protection Legislation.</p>
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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.

Payment method	The payment method for this Call-Off Contract is BACS The Supplier will not accept payment by the Government Procurement Card (GPC).
Payment profile	The payment profile for this Call-Off Contract is annually in advance.
Invoice details	The Supplier will issue electronic invoices quarterly/annually in advance. The Buyer will pay the Supplier within thirty [30] days of receipt of a valid undisputed invoice.
Who and where to send invoices to	Invoices will be sent to Finance@uksbs.co.uk
Invoice information required	Not applicable
Invoice frequency	Invoice will be sent to the Buyer annually.

Call-Off Contract value	The total value of this Call-Off Contract is 47,752.80 GBP plus any other Charges incurred on a rate card basis where requested by the Buyer in accordance with this Call-Off Contract.
Call-Off Contract charges	REDACTED

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">• Not applicable <p>The Parties acknowledge and agree that: (a) no Project Specific IPRs are being provided and/or developed by the Supplier under this Call-Off Contract; and (b) consequently, §21.8.3 of Part B (<i>Terms and conditions</i>) do not apply to the G-Cloud Service or otherwise.</p> <p>The Buyer does not have any right to publish any software or other IPR or materials created under this Call-Off Contract as open source or grant any licence that is less restrictive than as provided in the Supplier Terms.</p>
Guarantee	Not applicable
Warranties, representations	In addition to the incorporated Framework Agreement clause 2.3, the Supplier makes the warranties set out at Section 7.2 of the Supplier's General Terms and Conditions for Cloud Services in accordance with Sections 7.3, 7.5 and 7.6.
Supplemental requirements in addition to the Call-Off terms	None

Alternative clauses	These Alternative Clauses, which have been selected from Schedule 4, will apply: Not applicable
Buyer specific amendments amendments to/refinements of the Call-Off Contract terms	REDACTED

Personal Data and Data Subjects	Confirm whether Annex 1 (and Annex 2, if applicable) of Schedule 7 is being used: Annex 1.
Intellectual Property	Not Applicable
Social Value	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.
- 2.2 The Buyer provided an Order Form for Services to the Supplier.

Signed	Supplier	Supplier	Buyer
Name	REDACTED	REDACTED	REDACTED
Title	REDACTED	REDACTED	REDACTED
Signature	REDACTED	REDACTED	REDACTED
Date	REDACTED	REDACTED	REDACTED

Schedule 1: Services

Not applicable

Schedule 2: Call-Off Contract charges

For each individual Service, the applicable Call-Off Contract Charges (in accordance with the Supplier’s Platform 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:

REDACTED

REDACTED