

Call-Off Schedule 12 (Clustering)

Call-Off Ref:

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1. When you should use this Schedule

- 1.1 This Schedule is required where various Other Contracting Authorities want to join with the Buyer to efficiently contract collectively under a single Call-Off Contract rather than as separate individual Buyers under separate Call-Off Contracts.

2. Definitions

- 2.1 **"Cluster Members"** means a person named as such in the Annex A to this Schedule which shall be incorporated into the Order Form.

3. Cluster Members benefits under the Contract

- 3.1 The Buyer has entered into the Call-Off Contract both for its own benefit and for the benefit the Cluster Members.
- 3.2 The Cluster Members who are to benefit under the Call-Off Contract are identified in Annex A to this Schedule which shall be included into Order Form.
- 3.3 Cluster Members shall have all of the rights granted to the Buyer under a Call-Off Contract as if they had been parties to the Call-Off Contract themselves. Accordingly, where the context requires in order to assure the Cluster Members rights and benefits under a Call-Off Contract, and unless the Buyer otherwise specifies, references to the Buyer in a Call-Off Contract (including those references to a Party which are intended to relate to the Buyer) shall be deemed to include a reference to the Cluster Members.
- 3.4 Each of the Cluster Members will be a third party beneficiary for the purposes of the CRTPA and may enforce the relevant provisions of a Call-Off Contract pursuant to CRTPA.
- 3.5 The Parties to a Call-Off Contract may in accordance with its provisions vary, terminate or rescind that Call-Off Contract or any part of it, without the consent of any Cluster Member.
- 3.6 The enforcement rights granted to Cluster Members under Paragraph 3.4 are subject to the following provisions:
 - 3.6.1 the Buyer may enforce any provision of a Call-Off Contract on behalf of a Cluster Member;
 - 3.6.2 any claim from a Cluster Member under the CRTPA to enforce a Call-Off Contract shall be brought by the Buyer if reasonably practicable for the Buyer and Cluster Member to do so;
 - 3.6.3 the Buyer will ensure that Cluster Members comply with the Dispute Resolution Procedure in respect of any Disputes that involve a Cluster Member; and

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- 3.6.4 in respect of any claim(s) to enforce a Call-Off Contract made by the Buyer on behalf of a Cluster Member and to any claim(s) to enforce a Call-Off Contract made by a Cluster Member acting on its own behalf ("**Cluster Member claims**"):
 - (a) any exclusions of the Supplier's liability in the Call-Off Contract shall apply, where applicable, to any Cluster Member claims; and
 - (b) any financial limits on the Supplier's liability in the Call-Off Contract shall apply on a per-Cluster Member basis in respect of the Supplier's liability for any Cluster Member claims, and not on an aggregate basis across all Cluster Members.
- 3.7 Other terms and conditions applicable to the provision of the Deliverables to any Cluster Member are as follows:
 - 3.7.1 if a Cluster Member needs to comply with an obligation or responsibility of the Buyer to allow the Supplier to provide the Deliverables, the Buyer will remain responsible for this compliance, but compliance by the Cluster Member will be deemed to be compliance by the Buyer; and
 - 3.7.2 to the extent that a Cluster Member receives the benefit of the Services, the term "Government Data" will be deemed to extend to any data of the Cluster Member.
- 3.8 Notwithstanding that Cluster Members shall each receive the same Services from the Supplier the following adjustments will apply in relation to how the Call-Off Contract will operate in relation to the Buyer and Cluster Members:
 - 3.8.1 Services will be provided by the Supplier to each Cluster Member and Buyer separately;
 - 3.8.2 the Supplier's obligation in regards to reporting will be owed to each Cluster Member and Buyer separately;
 - 3.8.3 the Buyer and Cluster Members shall be entitled to separate invoices in respect of the provision of Deliverables;
 - 3.8.4 the separate invoices will correlate to the Deliverables provided to the respective Buyer and Cluster Members;
 - 3.8.5 the Charges to be paid for the Deliverables shall be calculated on a per Cluster Member and Buyer basis and each Cluster Member and the Buyer shall be responsible for paying their respective Charges;
 - 3.8.6 the Key Performance Indicators and corresponding Service Credits will be calculated in respect of each Cluster Member and Buyer, and they will be reported and deducted against Charges due by each respective Cluster Member and Buyer; and

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- 3.8.7 such further adjustments as the Buyer and each Cluster Member may notify to the Supplier from time to time.

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Annex A – Cluster Members

The Deliverables shall also be provided for the benefit of the following Cluster Members:

Name of Cluster Member	Services to be provided	Duration	Special Terms
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]
[]	[]	[]	[]