

## Framework Schedule 6 (Order Form Template and Call-Off Schedules)

### Order Form Template

CALL-OFF REFERENCE:	RM6116
THE BUYER:	Crown Prosecution Service
BUYER ADDRESS	10th Floor, 102 Petty France, London, SW1H 9EA
SUPPLIER REFERENCE:	006Qv0000021wNN
THE SUPPLIER:	Exponential-E
SUPPLIER ADDRESS:	100 Leman Street, London, E1 8EU, England
REGISTRATION NUMBER:	<b>04499567</b>
DUNS NUMBER:	640961145
SID4GOV ID:	<b>N/A</b>

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 26 March 2024

It's issued under the Framework Contract with the reference number RM6116 for the provision of Network Services.

CALL-OFF LOT(S): Lot 1a

#### CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing, we are not using those schedules. If the documents conflict, the following order of precedence applies:

1. This Order Form, including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6116
3. Framework Special Terms. This will incorporate all of the Framework Special Terms into the Call-Off Contract. This will need to be amended to specify

which are included if it is anticipated that some will be excluded. **Remove** this guidance too.]

4. The following Schedules in equal order of precedence:

- Joint Schedules for RM6116
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 5 (Corporate Social Responsibility)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 7 (Financial Difficulties)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 (Supply Chain Visibility)
  
- Call-Off Schedules for RM6116
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 4 (Call-Off-Tender)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)  
amended for a Bronze Contract as per paragraph 10 of Part A of that Schedule
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels – Part A)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)

5. CCS Core Terms (version 3.0.11)

6. Joint Schedule 5 (Corporate Social Responsibility) RM6116

7. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.

No other Supplier terms are part of the Call-Off Contract. That includes any terms written on the back of, added to this Order Form, or presented at the time of delivery.

CALL-OFF START DATE: 26 March 2024

CALL-OFF EXPIRY DATE: 25 March 2027

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: 12 + 12 Months

Total Contract Value £317,600.00 excluding VAT  
£381,120.00 including VAT.

MINIMUM PERIOD OF NOTICE FOR WITHOUT REASON TERMINATION  
90 days

CALL-OFF DELIVERABLES VIA FURTHER COMPETITION  
See details in Call-Off Schedule 20 (Call-Off Specification)]

#### MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £136,200.00 excl VAT.

#### CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)]

The Charges will not be impacted by any change to the Framework Prices. The Charges can only be changed by agreement in writing between the Buyer and the Supplier because of

- Indexation
- Specific Change in Law

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

Purchase Order

#### BUYER'S INVOICE ADDRESS:

[REDACTED]

ICT Invoicing

Crown Prosecution Service  
Suite 1A  
2 Navigation Walk  
Wakefield  
WF1 5RH

#### BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Systems and Service Integration

[REDACTED]

[REDACTED]

Lead Commercial Category Manager

[REDACTED]

#### BUYER'S ENVIRONMENTAL POLICY



CPS Sustainability  
Policy (1).docx

#### BUYER'S SECURITY POLICY



09 - Schedule 9 - CPS  
Security Policy 1.2 - Fi

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

**Account Manager**

[REDACTED]

**Exponential-e, 100 Leman Street, London, E1 8EU**

#### SUPPLIER'S CONTRACT MANAGER

[REDACTED]

**Head of Bid Management**

[REDACTED]

**Exponential-e, 100 Leman Street, London, E1 8EU**

#### PROGRESS REPORT FREQUENCY

On the first Working Day of each calendar month

#### PROGRESS MEETING FREQUENCY

Quarterly on the first Working Day of each quarter

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

[REDACTED]

COMMERCIALLY SENSITIVE INFORMATION

Price only

SERVICE CREDITS

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels) Part A.

The Service Credit Cap is:

- a) in the period from the Call-Off Start Date to the end of the first Call-Off Contract Year 15%; and
- b) during the remainder of the Call-Off Contract Period, thirty five percent (35%) of the Charges payable to the Supplier under this Call-Off Contract in the period of twelve (12) Months immediately preceding the Service Period in respect of which Service Credits are accrued.

The Service Period is: 36 months.

A Critical Service Level Failure is:

- a) will be deemed to have occurred if the performance of the Services falls below the same Service Failure Threshold on three (3) occasions in any six (6) consecutive Service Periods.
- b) In the event of a Critical Service Level Failure, the Buyer shall be entitled to terminate this Call-Off Contract for material Default.

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	<div><div></div><div>28 GMT)</div></div>	Signature:	<div><div></div><div>4:5</div></div>
Name:	<div></div>	Name:	<div></div>
Role:	Director of Public Sector	Role:	Head of Commercial Digital - CPS
Date:	Mar 26, 2024	Date:	Mar 26, 2024