

## ORDER FORM

### The Department for Work & Pensions Call-Off Agreement

#### Order Form No. 1

- A. On 18 July 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of Data Centre Colocation Services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a Private Sector Partner and subscribing for shares in the Supplier. The Supplier, a joint venture between HM Government and the Private Sector Partner, was established to act as the provider of these Services.
- B. On or about 16 March 2015, the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
- C. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form.
- D. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

#### Table of Appendices

Appendix 1 (Service Request)

Appendix 2 (Customer Responsibilities)

Appendix 3 (Implementation Plan)

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**Section 1: Customer Details**

1.	<b>Customer</b>	The Secretary of State for Work & Pensions ("the DWP")
2.	<b>Address</b>	Caxton House, Tothill Street, Westminster, London SW1H 9NA

The Service Recipients for the purpose of this Call-Off Agreement are:

3.	<b>Service Recipients</b>	The DWP, its agencies and other public bodies (as may vary from time to time) including but not limited to: Health and Safety Executive, Independent Living Fund, National Employment Savings Trust (NEST) Corporation, The Pensions Advisory Service, The Pensions Regulator, Remploy Ltd, Industrial Injuries Advisory Council, Social Mobility and Child Poverty Commission, Social Security Advisory Committee, Pension Protection Fund Ombudsman, Pensions Ombudsman, Office for Nuclear Regulation, Pension Protection Fund and Independent Case Examiner.
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**Section 2: Preliminaries**

4.	<b>Conditions Precedent</b>	The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing this Call-Off Order Form by the Framework Authority's authorised representative.
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**Section 3: Call-Off Agreement Particulars**

5.	<b>Initial Term</b>	The Initial Term shall be the period commencing on the Call-Off Effective Date and expiring five (5) years after the earlier of (i) the first Service Commission Date relating to the Commissioned Facilities which are first commissioned for use under this Call-Off Agreement, and (ii) the date falling 18 months after the Call-Off Effective Date.
6.	<b>Customer Responsibilities</b>	The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form.
7.	<b>Staff Transfer</b>	Pursuant to Clause 19 of the Standard Terms (Staff Transfers), the Customer anticipates that the following Part(s) of Schedule 5.1 (Staff Transfers) shall apply to this Call Off Agreement and any Service Request served under it unless otherwise specified in Section 6 of the relevant Service Request ( <i>tick as applicable</i> ):  <input type="checkbox"/> Part A; <input type="checkbox"/> Part B; or <input checked="" type="checkbox"/> Part C; and

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		<input checked="" type="checkbox"/> Part D
8.	<b>Implementation Plan</b>	NOT APPLICABLE
9.	<b>Delay Payments</b>	NOT APPLICABLE

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**Section 6: Invoicing**

16.	<b>Invoice Address(es)</b>	FAO: SSCL Accounts Payable Team, Room 6124, Tomlinson House, Norcross, Blackpool, FY53TA
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**Section 7: Insurance**

17.	<b>Required Insurances</b>	
	The Supplier shall maintain the Insurances set out in Schedule 3.7 (Insurance Requirements) to the Framework Agreement.	

**Section 8: Special Conditions**

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

1.	<b>Special Conditions</b>				
	In consideration of the Supplier entering in to this Call-Off Agreement, the Customer shall pay the sum of one pound (£1) to the Supplier, the adequacy and sufficiency of which is hereby acknowledged by the Parties. The following definitions shall be added to Schedule 1 (Consolidated Definitions) of the Framework Agreement:				
	X	X	<table border="1"> <tr> <td data-bbox="534 792 810 875"><b>"Dedicated Long Term Storage Space"</b></td> <td data-bbox="810 792 1355 875">means dedicated unfurnished long term storage space available as an Additional Service;</td> </tr> </table>	<b>"Dedicated Long Term Storage Space"</b>	means dedicated unfurnished long term storage space available as an Additional Service;
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	X	X	<table border="1"> <tr> <td data-bbox="534 875 810 1005"><b>"Dedicated Work Room"</b></td> <td data-bbox="810 875 1355 1005">means the dedicated unfurnished Work Room available as an Additional Service;</td> </tr> </table>	<b>"Dedicated Work Room"</b>	means the dedicated unfurnished Work Room available as an Additional Service;
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The following Additional Services shall be added to Schedule 3.1 (Service Description) of the Framework Agreement as new paragraphs 4.6 and 4.7, as follows:

4.6	<b>Dedicated Long Term Storage Space</b>	
4.6.1	Dedicated Long Term Storage Space	The Supplier shall provide up to 200 ft <sup>2</sup> of dedicated unfurnished long term storage space, available for periods of 12 months at a time (or until expiry or termination of the relevant Call-Off Agreement, if earlier) or such shorter time period as the Parties may agree. The provision of this Dedicated Long Term Storage Space shall be conditional on (a) the Service Request being made by the Secretary of State for Work and Pensions and (b) being exercised in conjunction with or pursuant to a Service Request for Cabinet space or Data Hall space.
4.7	<b>Dedicated Work Room</b>	
4.7.1	Dedicated Work Room	The Supplier shall provide a dedicated unfurnished work room with space for up to 10 desks at each of the Data Centres, available for periods of 12 months at a time (or until expiry or termination of the relevant Call-Off Agreement, if earlier) or such shorter time period as the Parties may agree. The provision of this Dedicated Work Room shall be conditional on (a) the Service Request being made by the Secretary of State for Work and Pensions and (b) being exercised in conjunction with or pursuant to a Service Request for Cabinet space or Data Hall space.

The following additional Charges shall be added to the table in paragraph 5.1 of Schedule 3.2 (Pricing) of the Framework Agreement:

Additional Service	Mode of calculation	Charges	
		(payable on commencement of the relevant Service unless otherwise specified in this table)	
Dedicated Long Term Storage Space	per square foot	<b>Duration</b>	<b>Price</b>
		12 months	£50/ft <sup>2</sup> , inclusive of power and business rates
Dedicated Work Room	per square foot per Dedicated Work Room	<b>Duration</b>	<b>Price</b>
		12 months	£50/ft <sup>2</sup> , inclusive of power and business rates

The following options for Additional Services shall be added to the table in Part 3 of Appendix 1 (Services) to Schedule 3.3 (Service Request Procedure) of the Standard Terms:

Additional Service	Requirements	Date Additional Service is Required				
Dedicated Long Term Storage Space  Please specify (a) the area of dedicated long term storage space required and (b) the Data Hall to which his request relates	<table border="1"> <thead> <tr> <th data-bbox="785 481 1027 555">Duration</th> <th data-bbox="1027 481 1157 555">Quantity (ft<sup>2</sup>)</th> </tr> </thead> <tbody> <tr> <td data-bbox="785 555 1027 607">12 months</td> <td data-bbox="1027 555 1157 607"></td> </tr> </tbody> </table>	Duration	Quantity (ft <sup>2</sup> )	12 months		
Duration	Quantity (ft <sup>2</sup> )					
12 months						
Dedicated Work Room  Please specify (a) the area of dedicated work room required and (b) the Data Hall to which his request relates	<table border="1"> <thead> <tr> <th data-bbox="785 676 1027 750">Duration</th> <th data-bbox="1027 676 1157 750">Quantity (ft<sup>2</sup>)</th> </tr> </thead> <tbody> <tr> <td data-bbox="785 750 1027 801">12 months</td> <td data-bbox="1027 750 1157 801"></td> </tr> </tbody> </table>	Duration	Quantity (ft <sup>2</sup> )	12 months		
Duration	Quantity (ft <sup>2</sup> )					
12 months						

The following rows shall be added to the table containing Lead Times in Annex 2 to Schedule 3.3 (Service Request Procedure) of the Standard Terms:

Type of Commissioned Facility	Capacity / Additional Service to be commissioned / decommissioned	Commissioning Lead Time	Decommissioning Lead Time
Dedicated Long Term Storage Space	≤200ft <sup>2</sup> of dedicated long term storage space	1 month	1 month
Dedicated Work Room	Dedicated work room space for ≤10 desks at each Data Centre	1 month	1 month

An additional paragraph 5.10 shall be added to Schedule 3.4 (Customer Responsibilities) to the Standard Terms as follows:

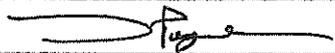
5.10 The Customer shall, when using Dedicated Long Term Storage Space or a Dedicated Work Room as an Additional Service, ensure that such space is used only as standard office space or standard storage space as applicable.

**Section 9: Initial Services**

The Parties have agreed to enter into the Service Request set out in Appendix 1 (if any) in respect of the Services which the Customer wishes to commission from the Call-Off Effective Date.

**Section 10: Framework Authority Consent**

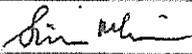
The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Standard Terms. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 10:

Signature	
Print Name	JEREMY PACE
Title	DEPUTY FINANCE DIRECTOR
Date	16 March 2015

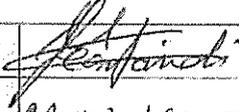
**Section 11: Formation of Call-Off Agreement**

Subject to Section 10 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the Customer:

Signature	
Print Name	SIMON MCCANN
Title	IT SERVICES DIRECTOR
Date	16/3/15

SIGNED for and on behalf of the Supplier:

Signature	
Print Name	RANNIA LEONTARIDI
Title	DIRECTOR, PUBLIC SERVICE TRANSFORMATION
Date	16 March 2015

**Appendix 1**  
**Service Request**  
**NOT APPLICABLE**

**Appendix 2**  
**Customer Responsibilities**

NOT APPLICABLE

**Appendix 3**  
**Implementation Plan**

NOT APPLICABLE