

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

Part A

Order Form Template

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|----------------------|--|
| CALL-OFF REFERENCE: | C17500 MS DAX Projects 2023 |
| THE BUYER: | Department of Environment, Food and Rural Affairs (DEFRA) |
| BUYER ADDRESS | Defra, Nobel House, 17 Smith Square, London, SW1P 3JR |
| THE SUPPLIER: | Hitachi Solutions Europe Ltd |
| SUPPLIER ADDRESS: | 23rd Floor, Heron Tower, 110 Bishopsgate, London |
| REGISTRATION NUMBER: | 04924233 |
| DUNS NUMBER: | 736646378 |
| SID4GOV ID: | Unknown |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **18/05/2023**

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT(S):

Lot 1a Resource Planning & Management Solutions including Financial & Commercial

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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) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for Call-Off reference number
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

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 SPECIAL TERMS

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: Joint Schedule 5 – In addition to the requirements set out under section 3 (Modern Slavery), supplier shall complete the modern slavery risk assessment tool 3 months after contract award and annually thereafter – <https://supplierregistration.cabinetoffice.gov.uk/msat>

Special Term 2: Joint Schedule 5 – In addition to the requirements under section 2 (Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT strategy, this can be found online at: [Sustainable Technology Strategy](#)

Special Term 3: Joint Schedule 5 - In addition to the requirements under section 2

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(Sustainability), The supplier shall meet the strategic objectives set out in Defra's sustainable ICT Policy (See attachment) including deliver net zero for the services delivered to Defra through this service by 2025.

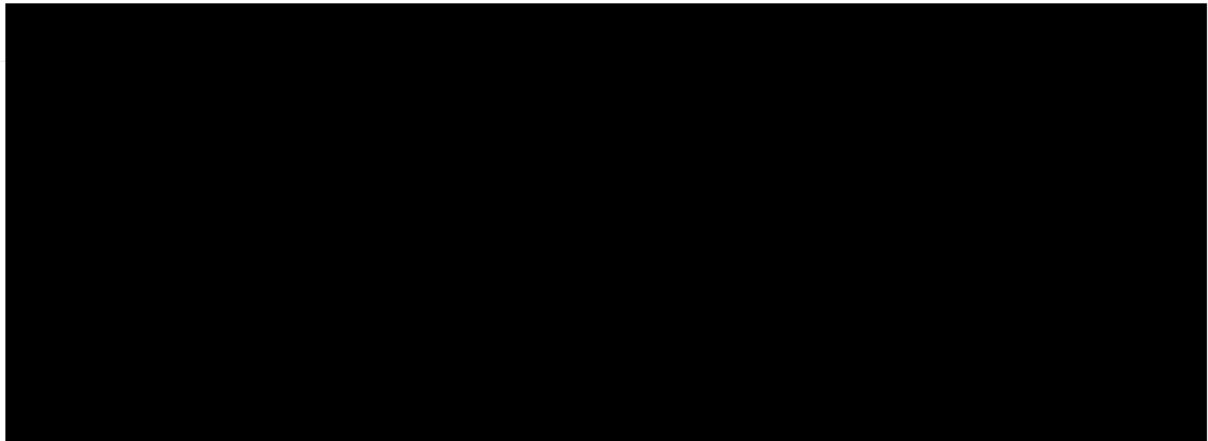
CALL-OFF START DATE: **19/06/2023**

CALL-OFF EXPIRY DATE: **18/06/2024**

CALL-OFF INITIAL PERIOD: **1 Year, or 12 Months, with a further +1year or 12month extension**

CALL-OFF DELIVERABLES

Option A: As per delivery item [REDACTED] below, delivery shall be within discreet work packages via approved Statement of Works (SoWs): -



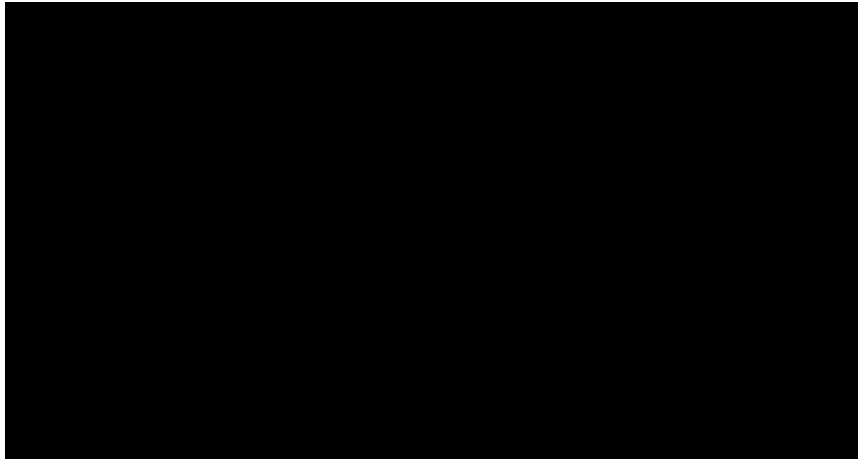
MAXIMUM LIABILITY

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 circa £1m. Estimated Charges in the first 12 months of the Contract. This contract value shall be capped up to a maximum £2m over the duration of the maximum two (2) year period.

CALL-OFF CHARGES

Option A: The Charges for the Deliverables shall be determined, as per individual SoWs, based on the following SFIA Roles and Rates, per project:



All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices)

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Any further recoverable T&S, as stated in the Framework Contract need to be agreed prior to any undertaking and aligned to the Defra Policy.

PAYMENT METHOD

Method for Call Off Contract payments shall be via BACS.

All invoices must include a valid Purchase Order number, Organisation's Company Registration number: Invoice Value and whether it is inclusive or of exclusive of VAT. The Supplier will issue electronic/paper invoices, as per agreed payment profile. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

BUYER'S INVOICE ADDRESS:

Department of Environment, Food and Rural Affairs (DEFRA), Nobel House 17
Smith Square London SW1P 3JR.

Defra Group Commercial

[Redacted]

[Redacted]

Operational Contact:

[Redacted]

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[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

Account Manager

[REDACTED]

[REDACTED]

Service Delivery Manager

[REDACTED]

[REDACTED]

Security representative

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

[Defra Group sustainable ICT strategy](#)



Sustainable ICT Policy.pdf

BUYER'S SECURITY POLICY

[Defra Group Security Policy](#)

Appended at Call-Off Schedule 9



PLIS002 Defra
Group Security Policy

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

110 Bishopsgate,
23rd Floor,
London, EC2N 4AY

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SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

[REDACTED]

110 Bishopsgate,
23rd Floor
London EC2N 4AY

PROGRESS REPORT FREQUENCY

As per each individual SoW, per project.

PROGRESS MEETING FREQUENCY

As per each individual SoW, per project.

KEY STAFF

[REDACTED]

[REDACTED]

[REDACTED]

110 Bishopsgate
23rd Floor
London EC2N 4AY

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information relating to their technical processes, Insurances and Employees.

SERVICE CREDITS

Not applicable

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

The Service Credit Cap mechanism is set out as per the above schedule

The Service Period is one Month.

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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 within each individual Statement of Works (SoWs).

MINIMUM PERIOD OF NOTICE FOR NO_FAULT TERMINATION

30 Calendar Days minimum period of notice

For and on behalf of the Supplier:

Supplier Signature:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

For and on behalf of the Buyer:

Buyer Signature:

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

[Redacted]

Part B

Call-Off Schedules

These are either:

- mandatory
 - optional: where highlighted in square brackets in the Call-Off Incorporated Terms in Part A of this Schedule may be selected or removed from the Call-Off Contract
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- Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Joint Schedule 1 (Definitions)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing of Data)