Framework Schedule 6b Order Form Template Operating Lease Only

Order Form

APPLICABLE FRAMEWORK CONTRACT

CALL-OFF REFERENCE:	DDaT24536
THE BUYER:	UK Research and Innovation (UKRI) – Medical Research Council (MRC)
BUYER ADDRESS	Polaris House, North Star Ave, Swindon SN2 1FL
THE SUPPLIER:	Canon (UK) Ltd
SUPPLIER ADDRESS:	4 Roundwood Avenue, Stockley Park UB11 1AF
REGISTRATION NUMBER:	01264300

This Order Form is for the provision of the Call-Off Deliverables and dated Thursday 19th December 2024

It's issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

Lot Number	***Lot Name***	***Relevant (Yes/No)***
1	*Multifunctional Print Devices (MFDs) and Basic Print Management Software*	*no*
2	*Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services*	*Yes*

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) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:

5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility)
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.

Buyers please note: 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.

- Joint Schedules for **RM6174**

Joint Schedule 2	(Variation Form)	This Schedule is to be used when either the Buyer and/or Supplier wants to change/update the deliverables of the original Call-Off Contract in accordance with Clause 24 (Changing the Contract) of the Core Terms	**Mandatory Schedule Do not delete**
Joint Schedule 3	(Insurance Requirements)	This Schedule defines the standard insurance cover required by Suppliers at Framework level. If Buyers require Suppliers to obtain additional Insurance, this should be detailed in the 'Additional Insurance' section found further on in this form.	**Mandatory Schedule Do not delete**
Joint Schedule 4	(Commercially Sensitive Information)	Complete this Schedule when Supplier's Confidential Information has been identified and agreed to by both parties. In this Schedule specify any Commercially Sensitive Information of the Supplier and the duration for which it should be confidential.	**Mandatory Schedule Do not delete**
Joint Schedule 10	(Rectification Plan)	This schedule is used when a supplier breaches any of their obligations and sets out the steps to be taken by Suppliers to rectify the Defaults. *The definition of Default can be found in Joint Schedule 1 - Definitions*	**Mandatory Schedule Do not delete**

Joint Schedule 11	(Processing Data)	Annex 1 of Schedule 11 is to be completed by Buyer's when Personal Data is processed by Supplier's. Annex 2 of this Schedule should be considered when both parties agree to Joint Controller Status	**Mandatory Schedule Do not delete**

- Call-Off Schedules for **RM6174**

Call-Off Schedule 1	(Transparency Reports)	This Schedule is to be populated by Buyer's and sets out the reporting requirements which the Supplier will comply with throughout the duration of the Call-Off Contract	**Mandatory Schedule Do not delete**
Call-Off Schedule 2	(Staff Transfer)	This schedule sets out the provisions of Staff transfer. Buyers will need to seek their own legal advice prior to completing Call-Off Schedule 2.	**Mandatory Schedule Do not delete**
Call-Off Schedule 5	(Pricing Details)	This schedule is to be populated by Buyers with the applicable Call-Off Contract Charges. Please see Appendix 1 – Client Agreement	**Mandatory Schedule Do not delete**
Call-Off Schedule 6	(ICT Services) Section	This Schedule sets out the requirement to which the Supplier are to comply with the Buyer's *ICT Policy (ensure it is handed over to the Supplier before the Commencement Date)* Call-Off-Schedule-6-ICT-Services.docx	**Mandatory Schedule Do not delete**
Call-Off Schedule 9	(Security)	Part A of Schedule 9 (Security) Buyers can also choose to insert their Security Management Plan into Annex 2 of Call-Off Schedule 9 or provide details of where the Security Management Plan can be found. Call-Off-Schedule-9-Security.docx	**Mandatory Schedule Do not delete**

Call-Off Schedule 10	(Exit Management)	(Exit Management). Call Off Schedule 10 is likely to be relevant in the context of procuring Services or Goods and Services rather than Goods only. Supports Buyers and Suppliers in devising and agreeing an exit strategy and Contract end. Call-Off-Schedule-10 -Exit-Management.do	**Mandatory Schedule Do not delete**
Call-Off Schedule 11	(Installation Works)	This schedule defines the Installation Works (for definition of Installation Works see Joint Schedule 1 – Definitions) needed by Buyer's during the Call-Off Contract term	**Mandatory Schedule Do not delete**
Call-Off Schedule 20	(Call-Off Specification)	This schedule is to be populated by Buyers with the Deliverables applicable to this Call-Off Contract Charges. Call.docx	**Mandatory Schedule Do not delete**
Call-Off Schedule 24	(Operating Lease)	This schedule should be incorporated when an Operating Lease is required.	**Mandatory Schedule Do not delete**

CALL-OFF SPECIAL TERMS

N/A

SECTION B

1. Call-Off Contract Period

CALL-OFF START DATE: (The initial contract period excluding extension options)	7th January 2025
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	**N/A**

CALL-OFF EXPIRY DATE:	6th January 2027
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	3 months prior to initial Call off Contract period end

2. Contract Performance

STANDARDS AND QUALITY	Not applicable

SERVICE CREDITS	Not applicable

3. Liability and Insurance

MAXIMUM LIABILITY	Each Party's total aggregate liability in each Contract Year under each Call-Off Contract (whether in tort, contract or otherwise) is no more than the greater of £5 million or 150% of the Estimated Yearly Charges unless specified in the Call-Off Order Form. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £4,490.16 Estimated Charges in the first 12 months of the Contract.

ADDITIONAL INSURANCES	Not applicable

4. Buyer Information

BUYER'S INVOICE ADDRESS	UKRI C/O UK Shared Business Services Ltd Polaris House North Star Avenue Swindon United Kingdom SN2 1UH finance@uksbs.co.uk

BUYER'S AUTHORISED REPRESENTATIVE	[redacted]

	[redacted]

PAYMENT METHOD	BACS

5. Supplier Information

SUPPLIER'S AUTHORISED REPRESENTATIVE	[redacted]

SUPPLIER REQUIREMENTS **Supplier's inspection of Sites, Customer Property and Customer Assets:**	Acceptance will be deemed to have been given on completion of delivery, installation and green button tests having been completed

FAILURE OF SUPPLIER EQUIPMENT	Not applied

6. Other Call-Off Requirements

TERMINATION WITHOUT CAUSE NOTICE PERIOD	N/A

UNDISPUTED SUMS LIMIT	10.5 The Supplier can issue a Reminder Notice if the Buyer does not pay an undisputed invoice on time. The Supplier can terminate a Call-Off Contract if the Buyer fails to pay an undisputed invoiced sum due and worth over 10% of the

	annual Contract Value within 30 days of the date of the Reminder Notice.

TRAINING Not applicable	Not applicable

SOCIAL VALUE COMMITMENT Not applicable	Not applicable

For and on behalf of the Supplier:		**For and on behalf of the Buyer:**	
Signature:	[redacted]	Signature:	[redacted]
Name:		Name:	
Role:		Role:	
Date:	23-Dec-2024	Date:	20-Dec-2024

Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

[redacted]