

ORDER FORM

Department for Environment, Food and Rural Affairs (DEFRA) Call-Off Agreement

Order Form No. 058

- A. On 18 July 2014, the Framework Authority advertised a contract notice in the Official Journal of the European Union (the “**2014 Contract Notice**”) setting out its intention to establish a single supplier framework with the Supplier for the provision of data centre co-location services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a PSP and subscribing for shares in the Supplier.
- B. The Supplier is a joint venture company owned by the UK Government and the private sector partner selected pursuant to the procurement process outlined above.
- C. On 15 March 2015, the Framework Authority and the Supplier entered into a framework agreement further to the 2014 Contract Notice (“RM1069”).
- D. A Voluntary Ex-Ante Transparency Notice (VEAT) was released on 3 February 2022 and updated on 21 September 2022 (the “**VEAT Notice**”) to inform the market of a proposed award of a framework agreement in accordance with Regulation 32(2)(b)(ii) of the PCR 2015, which permits a contract to be awarded without prior publication where competition is absent for technical reasons. The Framework Authority has now awarded the Supplier the Framework Agreement by the 2022 contract notice for Crown Hosting II (RM6262) (“**Contract Notice**”). Public sector bodies within the scope of the Contract Notice may, during the Call-Off Period, enter into Call-Off Agreements for the provision of the Services and the terms and conditions pursuant to which such Services shall be provided.
- E. The Framework Agreement establishes the basis on which Potential Customers may require the Supplier to provide various Services as identified in the Framework Agreement. The terms and conditions pursuant to which the Services are provided shall be set out in the Framework Agreement and each Call-Off Agreement.
- F. 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.
- G. 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.	Customer	Department for Environment, Food and Rural Affairs (DEFRA)
2.	Address	Nobel House, Smith Square, London, SW1P 3JR

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

3.	Service Recipients	The Customer
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Section 2: Preliminaries

4.	Conditions Precedent	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.	Initial Term	The Initial Term shall be the period of seven (7) years from the Call-Off Effective Date.	
6.	Survivability	If any Services are provided to the Customer by the Supplier, using a Service Request signed under this Call-Off Agreement, beyond the Initial Term, then the responsibilities of the Parties will continue until such time that the Services are no longer provided.	
7.	Critical Service Contract	Will the Services provided by the Supplier be categorised, using the Cabinet Office Contract Tiering Tool, as "Gold" or have a total contract value in excess of £10m per year? See the HMG Resolution Planning Guidance Note (May 2021 or as updated thereafter), for more information.	<input type="checkbox"/> Yes, Gold <input type="checkbox"/> Yes, >£10m <input checked="" type="checkbox"/> No
8.	Critical National Infrastructure	Will the Services provided by the Supplier be used by the Customer in support of Critical National Infrastructure?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
9.	Customer Responsibilities	The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form.	
10.	Staff Transfer	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 <input checked="" type="checkbox"/> Part D	

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11.	Implementation Plan	Not applicable.
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12.	Delay Payments	Not applicable.
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Section 4: Personnel and Governance

13.	Customer Representative	Name	██████████
		Address	██ ██████████
		Telephone No.	██████████
		Email	████████████████████

14.	Supplier Representative	Name	██████████
		Address	████████████████████████████████████ ████████████████████████████████████ ██████████
		Telephone No.	██████████
		Email	████████████████████

15.	Customer Notice	Name	██████████
		Address	████████████████████████████████████ ██████████
		Email	████████████████████

16.	Supplier Notice	Name	██████████
		Address	████████████████████████████████████ ████████████████████████████████████ ██████████
		Email	████████████████████

Section 7: Insurance

20.	Required Insurances
	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.

21.	Special Conditions

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	
Title	
Date	

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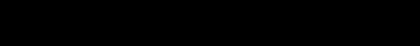
Section 11: Formation of Call-Off Agreement

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	
Title	
Date	

SIGNED for and on behalf of the Supplier:

Signature	
Print Name	
Title	
Date	

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Appendix 1

Service Request

Not applicable

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Appendix 2

Customer Responsibilities

Not applicable

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Appendix 3

Implementation Plan

Not applicable