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

**Order Form**

CALL-OFF REFERENCE: **Proc825**

THE BUYER: Michelle Gillan

BUYER ADDRESS 2 Marsham Street, Peel Building 4th Floor, London SW1P 4DF

THE SUPPLIER: Computacenter

SUPPLIER ADDRESS:Hatfield Avenue, Hatfield, Herts AL10 9TW

REGISTRATION NUMBER: **1584718**

DUNS NUMBER: 226023463

SID4GOV ID:N/A

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 20th January 2023.

It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

**CALL-OFF LOT(S):**

* Lot 3 Software & Associated Services

**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) RM6068
3. The following Schedules in equal order of precedence:
* Joint Schedules for RM6068
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 4 (Commercially Sensitive Information)
	+ Joint Schedule 11 (Processing Data)
* Call-Off Schedules for Proc825
	+ Call-Off Schedule 1 (Transparency Reports)
	+ Call-Off Schedule 5 (Pricing Details)
	+ Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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: Third party software (if any) shall be licensed subject to the third party licensor’s standard license terms which shall govern the supply, the Customer’s use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract. These are referred to in Appendix 1.

Special Term 2: Third party services (if any) shall be supplied subject to the applicable third party’s standard service terms. These are referred to in Appendix 1.

Special Term 3: For the purpose of Clause 10.3 of the Core Terms ‘Ending the contract without a reason”, Customer shall not terminate this Call-Off Contract without cause

CALL-OFF START DATE: 13th January 2023

CALL-OFF EXPIRY DATE: 19th March 2026

CALL-OFF INITIAL PERIOD: 3 Years, 2 Months

CALL-OFF OPTIONAL EXTENSION 0 Years, 0 Months

PERIOD

**CALL-OFF DELIVERABLES**

|  |  |  |  |
| --- | --- | --- | --- |
|   | **Credit due to HO**  **£**  | **Annual Committed Spend** **£**  | **Total Costs** **£**  |
| Year 1 Invoice 10/03/2023  | -672,709.12  | 4,500,092  | 3,884,793.08  |
| Year 2 Invoice 10/03/2024  | 0  | 4,500,092  | 4,567,592.84  |
| Year 3 Invoice 10/03/2025  | 0  | 4,500,092  | 4,567,592.84  |
| Total  | -672,709.12  | 13,500,276  | 13,019,870.76 |

On Completion of this agreement, please copy all certificates and confirmations of entitlements to HOITLicensing@homeoffice.gov.uk and include the PO details in the advice so the notification can be linked to a request

**LOCATION FOR DELIVERY**

Home Office Metropoint, 49 Sydenham Road CR0 2EU

Title to Goods is transferred to the Buyer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

**DATES FOR DELIVERY OF THE DELIVERABLES**

Within 48 hours of a valid purchase order. Time shall not be of the essence.

**TESTING OF DELIVERABLES**

 N/A

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

**MAXIMUM LIABILITY**

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges. The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Buyer from the Call-Off Start Date until the end of the first Call-Off Contract Year.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is: £3,884,793.08

**CALL-OFF CHARGES**

The Charges for the Deliverables

|  |  |  |  |
| --- | --- | --- | --- |
|  | **Credit due to HO £** | **Annual Committed Spend £** | **Total Costs £** |
| Year 1 Invoice 10/03/2023 | -672,709.12 | 4,500,092 | 3,884,793.08 |
| Year 2 Invoice 10/03/2024 | 0 | 4,500,092 | 4,567,592.84 |
| Year 3 Invoice 10/03/2025 | 0 | 4,500,092 | 4,567,592.84 |
| Total | -672,709.12 | 13,500,276 | **13,019,870.76** |

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

**REIMBURSABLE EXPENSES**

N/A

**PAYMENT METHOD**

Invoices to be submitted electronically and payment method(s) by electronic transfer to supplier’s bank account

**BUYER’S INVOICE ADDRESS:**

Accounts Payable, Home Office

HO Box 5015

SSCL

Phoenix House

Newport

NP10 8FZ

Please send your invoices via email to and quote the PO number on the invoice

HOSupplierinvoices@homeoffice.gov.uk

For any queries regarding invoicing or payment, please contact the Shared Service Centre by emailing Finance-ap-enquiries@homeoffice.gov.uk or call on 0345 010 0125. Please ensure to quote the PO reference on all correspondence.

**BUYER’S AUTHORISED REPRESENTATIVE**

Dimitris Perdikou

Head of Engineering, Migration and Border Technology Portfolio (MBTP) dimitris.perdikou@homeoffice.gov.uk

Michelle Gillan

Home Office Senior Commercial Manager

michelle.gillan@homeoffice.gov.uk

2 Marsham Street, Peel Building, 4th Floor, London SW1P 4DF

Russell Towns

Software Asset Management Team

russell.towns@homeoffice.gov.uk

**BUYER’S ENVIRONMENTAL POLICY**

N/A

**BUYER’S SECURITY POLICY**

Not applicable for standard supply transactions

The principles in the Security Policy Framework:

<https://www.gov.uk/government/publications/security-policy-framework>

Government Security Classifications policy: <https://www.gov.uk/government/publications/government-security-classifications>

[Government Security Classifications - GOV.UK (www.gov.uk)](https://www.gov.uk/government/publications/government-security-classifications)

Guidance issued by the Centre for Protection of National Infrastructure on Risk Management:

<https://www.cpni.gov.uk/content/adopt-risk-management-approach>

Protection of Sensitive Information and Assets:

<https://www.cpni.gov.uk/protection-sensitive-information-and-assets>

The National Cyber Security Centre’s (NCSC) information risk management guidance:

<https://www.ncsc.gov.uk/collection/risk-management-collection>

The security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance:

<https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>

**SUPPLIER’S AUTHORISED REPRESENTATIVE**

Anthony Robins

Account Manager

Anthony.robins@computacenter.com

Hatfield Avenue, HATFIELD AL10 9TW

**SUPPLIER’S CONTRACT MANAGER**

Karen Baldock

Framework Director

Karen.baldock@computacenter.com

Hatfield Avenue, HATFIELD AL10 9TW

**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**

N/A

**KEY SUBCONTRACTOR(S)**

N/A

**COMMERCIALLY SENSITIVE INFORMATION**

All information detailed in the section ‘CALL-OFF CHARGES’ of this call-off contract and all information pertaining to Computacenter’s pricing is considered commercially sensitive information.

Supplier’s pricing and/or any Supplier specific solution(s) for the period of the Call Off Term +3 years

**SERVICE CREDITS**

N/A

**ADDITIONAL INSURANCES**

N/A

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:** | **For and on behalf of the Buyer:** |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Joint Schedule 11 (Processing Data)**

## Annex 1 - Processing Personal Data

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

* + - 1. The contact details of the Relevant Authority’s Data Protection Officer are: DPO@homeoffice.gov.uk Cameron.Ross@homeoffice.gov.uk and commercial Data Protection contact Sarbjit.Johal6@homeoffice.gov.uk
			2. The contact details of the Supplier’s Data Protection Officer are: Roberto Ramon & Julian Jeggo
			3. The Processor shall comply with any further written instructions with respect to Processing by the Controller.
			4. Any such further instructions shall be incorporated into this Annex.

**Personal Data Processing Template**

|  |  |
| --- | --- |
| **Description** | **Details** |
| Identity of Controller for each Category of Personal Data | **The Parties are Joint Controllers***The Parties acknowledge that they are Joint Controllers for the purposes of the Data Protection Legislation in respect of:** ***Name of End User***
* ***Email address of End User***
* ***Telephone number of End User***
* ***Name of Supplier Contact***
* ***Email address of Supplier Contact***
* ***Telephone number of Supplier Contact***

 |
| Duration of the Processing | *Duration of the contract - 3 Years* |
| Nature and purposes of the Processing | *Communication Purposes* |
| Type of Personal Data | *[Examples here include: name, address, date of birth, NI number, telephone number, pay, images, biometric data etc]** ***Name***
* ***Email address***
* ***Telephone number***
 |
| Categories of Data Subject | *Processing Agents* |
| Plan for return and destruction of the data once the Processing is completeUNLESS requirement under Union or Member State law to preserve that type of data | *Data to be retained unless requested to be returned or destroyed* |

# Call-Off Schedule 1 (Transparency Reports)

The Supplier recognises that the Buyer is subject to PPN 01/17 (Updates to transparency principles v1.1 (<https://www.gov.uk/government/publications/procurement-policy-note-0117-update-to-transparency-principles>). The Supplier shall comply with the provisions of this Schedule in order to assist the Buyer with its compliance with its obligations under that PPN.

Without prejudice to the Supplier's reporting requirements set out in the Framework Contract, within three (3) Months of the Start Date the Supplier shall submit to the Buyer for Approval (such Approval not to be unreasonably withheld or delayed) draft Transparency Reports consistent with the content requirements and format set out in the Annex of this Schedule.

If the Buyer rejects any proposed Transparency Report submitted by the Supplier, the Supplier shall submit a revised version of the relevant report for further Approval within five (5) days of receipt of any notice of rejection, taking account of any recommendations for revision and improvement to the report provided by the Buyer. If the Parties fail to agree on a draft Transparency Report the Buyer shall determine what should be included. Any other disagreement in connection with Transparency Reports shall be treated as a Dispute.

The Supplier shall provide accurate and up-to-date versions of each Transparency Report to the Buyer at the frequency referred to in the Annex of this Schedule.

Annex A: List of Transparency Reports

|  |  |  |  |
| --- | --- | --- | --- |
| **Title**  | **Content**  | **Format**  | **Frequency**  |
| Performance  | Service Delivery SLA’s | CC SLA Report | Quarterly |
| Call-Off Contract Charges  | Contract Value& Quantity | Invoice | Yearly |

## Part B: Short Form Business Continuity & Disaster Recovery

1. The Supplier’s business continuity and disaster recovery plan is appended at Annex 1 hereto.
2. The Supplier’s business continuity and disaster recovery services are part of the Services and will be performed by the Supplier if required at no additional cost to the Buyer.
3. If requested by the Buyer prior to entering into this Call-Off Contract, the Supplier must ensure that its business continuity and disaster recovery plan is consistent with the Buyer’s own plans.