

PART 1 – ORDER FORM

SECTION A

DATE: 28th July 2021

ORDER NUMBER 1800-07-21-AW

FROM: Animal & Plant Health Agency

TO: Capita Business Services Ltd

This Order Form is issued in accordance with the provisions of the Framework Agreement for Managed Service – Y16018. The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt, consists of the following (listed in order of precedence should there be a conflict between them):

- This Order Form
- Schedule A: Services and Charges
- Schedule B: Managed Service Framework Agreement Y16018

SECTION B

Term

Commencement Date: 1st October 2021

Minimum Contract Term: 2 years (24 Months)

Contract Expiry Date: 30th September 2023 with optional extension for one additional year from 1st October 2023 to 30th September 2024 PLUS optional extension for one additional year thereafter from 1st October 2024 to 30th September 2025.

In the event that an order is terminated before the completion of the order, the Supplier shall be entitled to payment by the Customer for work completed to the reasonable satisfaction of the Customer up to the date of termination, including work carried out towards a milestone that has not been completed as at the date of the termination.

Goods and/or Services

As detailed in Schedule A.

Customer Responsibilities/Obligations

As detailed in Schedule A.

The Customer shall: -

- be solely responsible for the operation, supervision, management and control of the System during the term of this Call Off Contract and shall ensure that the System is used in a proper manner by appropriately trained staff;
- not alter or modify or allow any other third party to alter or modify the System unless agreed otherwise in writing by the Supplier or at the Supplier's request;
- will perform the operational maintenance routines specified in the System handbooks or as instructed by the Supplier;
- will maintain archive and back-up copies of the Application Software, associated database, configuration files and computer records as specified in the System handbooks or as instructed by the Supplier;
- will maintain the environmental conditions for the System as specified by the Supplier in any System documentation or as instructed by the Supplier;
- shall provide the Supplier with full and free access to :-
 - the System at the appropriate Sites;
 - the appropriate Customer's staff;
 - archive and back-up copies of the Application Software, associated database,
 - configuration files and computer records;
 - facilities and services reasonably required to enable the Supplier to perform the Support and Maintenance Service including but not be limited to office accommodation, telephones, fax machines and photocopying facilities.
- will at its own cost shall provide such telecommunication facilities as are reasonably required by the Supplier for remote access testing and remote diagnostics.
- shall use in connection with the System only magnetic media and other consumable supplies with the System as are specified by the manufacturer or as specified by the Supplier.
- shall provide to the Supplier at least 30 days prior notice in writing of any proposed significant changes to the operating environment and/or the Equipment to enable the Supplier to assess any effect on the operation of the System.
- shall ensure that current health and safety regulations, including ensuring the presence of a member of the Customer's staff (when requested by the Supplier), are observed whilst the Supplier personnel are on the Customers premises.
- shall ensure that the Supplier is accorded sufficient access to any of the Customer's Sites, information, data or personnel and use of any equipment and software that is reasonably necessary for the completion of the services under this Call Off Contract.

Time & Material Services

The Supplier shall during the term of the Call Off Contract provide the Customer with time & material services for the System. The services shall be chargeable at the then current daily rates.

The scope of any time & material services to be performed shall be mutually agreed between both parties and the Supplier shall provide the Customer with an estimate of costs.

Any order placed by the Customer and accepted by the Supplier for any time & material services shall be performed in accordance with the agreed programme of works.

Unless otherwise agreed, the intellectual property rights in any works carried out by the Supplier under any time & material services order placed by the Customer shall be vested in the Supplier.

Any time & material services shall be subject to acceptance by the Customer.

Unless otherwise agreed, the Customer may terminate any time & material services order at any time by giving five (5) working days' notice.

Commercially Sensitive Information

Commercially sensitive information shall where possible be treated as exempt from Freedom of Information Act disclosure. This includes information contained in:

- Schedule C: Charges

CALL OFF CONTRACT CHARGES AND PAYMENT

As detailed in Schedule C.

SECTION C

CONTRACTUAL REQUIREMENTS

Staff Transfer

Not Applicable

Limitations on Liability

Will be subject to a maximum value of [REDACTED] of the annual support charges of this Call Off Contract.

Termination

There shall be no right to terminate without cause.

ADDITIONAL AND/OR ALTERNATIVE CLAUSES 1

Supplemental requirements to the Call Off Terms

Not Applicable

Amendments to/refinements of the Call Off Terms

Alternative and/or Additional Clauses

1 DATA PROTECTION

1.2 The Parties shall each comply with all Data Protection obligations under Data Protection Law in the performance of the obligations under this Call-Off Contract. Definition

1.3 Data Protection Law: shall mean the Data Protection Act 1998, Regulation 2016/679 of the European Parliament on the protection of natural persons with regard to the processing of personal data and on the free movement of personal data (the "General Data Protection Regulation" or "GDPR"), which regulation shall become effective as of 25th May 2018 onwards, and all UK and European Union laws (with direct effect) and any and all regulations relating to the processing of personal data and privacy, including where applicable the guidance, orders and/or codes of practice issued by the Office of the Data Protection Commissioner.

2 SUPPLIER SOFTWARE

2.1 For the Software, the following terms and conditions will apply:

- a) The copyright and all other proprietary rights of the Software will remain the property of the Supplier, and those of any third party software will remain the property of the owner of that third party software. The Supplier will hold the master copy of any Software.
- b) The Customer accepts the Supplier's standard Software Licence (a copy of which may be supplied on request), and any licence required by the owner of the Third Party Software.

Key Sub-contractors

Not applicable.

CONTRACT ACCEPTANCE AND SIGNATURES

The following information is to be completed by the Customer.

Signed.....[REDACTED].....

Name (Block Capitals)[REDACTED].....

In the capacity of:[REDACTED] - DEFRA.....

Duly Authorised to sign Contract for and on behalf of: **the Customer**

Telephone ..[REDACTED].....

Dated14.9.2021.....

The following information is to be completed by the Contractor.

Signed[REDACTED].....

Name (Block Capitals)[REDACTED].....

In the capacity of:[REDACTED].....

Duly Authorised to sign Contract for and on behalf of:

**Capita Business Services Ltd,
65, Gresham Street, London, EC2V 7NQ**

[REDACTED]

[REDACTED]

[REDACTED]

Schedule A – Proposal

2. Provision of Support & Maintenance in respect of the Integra Financial Management system.

2.1 The number of users within the Facilities who may use the software will be limited to 50 concurrent users as per the licence grant under the original contract number [REDACTED]

[REDACTED] The following software has been provided:-

Reference	Integra Application Software Licences
Software Modules	
	32 Bit Release of Integra CS
NML	General Ledger (Nominal Ledger)
GLI	General Ledger – Import Utility
GLIPP	GLI Pre-Processor for Chessington Payroll (DCL)
PRL	Purchase Ledger
RSS	Purchase Ordering - Requisitioning & Supplies
POi	Requisition Import Utility
SLS	Sales Ledger
SLI	Sales Ledger - Import Utility
SLIPP	SLI Pre-Processor for Veterinary Labs (DCL)
SOP	Sales Order Processing
CMS	Cash Management System
SMS	Stock Management System
ESR	Integra eSeries Framework
AUT	Authorisation System

ATT/IDM	Attachment Manager/IDM
FAM	Fixed Assets Management
GDP	General Data Protection
PDF	PDF Support
MISC.	Web Basket Version of SMS Web Basket now merged with RSS Web Integra - E Management Web Purchasing - E Buyer
System Software	
ADM	Administration
CMP	Costing Main Parameters
COM	Common Parameters
DCL	DCL for Unix & Windows
FAX	Fax Processing System (DCL)
DAM	Data Management
IIG	Government Gateway Interface
IUM	Import Utilities Management
IAE	Integra Application Environment (GUI)
IAM	Integra Application Management
OCD	Oracle Client CD
OCL	Oracle Database
SPC	Server Process Controller

SUI	Sundry Item for Tape Request
SYS	System Parameters
WKF	Workflow

2.2 Third Party Software;

Animal & Plant Health Agency will have continued access to Crystal Reports Professional via the Remote Desktop application. Access to Crystal Reports Professional will be made available within the MS Azure host once the MS Azure migration project is completed.

3. Annual Support & Maintenance Charges

3.1 The charges in respect of Support and Maintenance are as follows:-

Annual Support & Maintenance Charge: [REDACTED] + VAT per annum

This charge is fixed for the minimum contract term and payable as per the following payment schedule:-

Year	Annual Charge
Year 1: 01/10/2021 to 30/09/2022	[REDACTED] VAT
Year 2: 01/10/2022 to 30/09/2023	[REDACTED] VAT
Total Annual Support & Maintenance Charges:	[REDACTED] + VAT

Pricing under the optional extensions, if taken, in Year 3 and Year 4 will remain subject to RPI at prevailing rate.

4. Hosting & Managed Service Charges

4.1 The charges in respect of Hosting & Managed Service Charges are as follows:-

Hosting & Managed Service Charges: [REDACTED] + VAT per annum

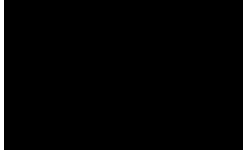
This charge is fixed for the minimum contract term and payable as per the following payment schedule:-

Description	Services (One-Off)
Year 1: 01/10/2021 to 30/09/2022	[REDACTED] + VAT
Year 2: 01/10/2022 to 30/09/2023	[REDACTED] + VAT
Total Hosting & Managed Service Charges:	[REDACTED] + VAT

Pricing under the optional extensions, if taken, in Year 3 and Year 4 will remain subject to RPI at prevailing rate.

Annex 1

Integra Managed Service and Software Support SLA



Schedule B – Managed Service Framework Agreement Y16018

