

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

Crown Copyright 2018

NEC Version Number 11.10.2021

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

Part A

Order Form Template

CALL-OFF REFERENCE:	C23868 - Proc761 CHIS Support
THE BUYER:	Home Office Digital, Data and Technology
BUYER ADDRESS	[REDACTED]
THE SUPPLIER:	NEC Software Solutions UK Limited
SUPPLIER ADDRESS:	[REDACTED]
REGISTRATION NUMBER:	Company Number 968498
DUNS NUMBER:	[REDACTED]
SID4GOV ID:	[REDACTED]
SUPPLIER REF NUMBER:	[REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and is dated the date upon which the last party signs this Order Form as set out below.

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

CALL-OFF LOT(S):

1b – Enterprise Applications – Workflow and Case Solutions

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

Crown Copyright 2018

NEC Version Number 11.10.2021

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, Call-Off Special Schedules, and Service Definition (embedded below at Call-Off Deliverables).

2. Joint Schedule 1(Definitions and Interpretation) RM3821



Joint Schedule 1 -
Definitions V1 clean.d

3. The following Schedules in equal order of precedence:

- Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)



Joint Schedule 2 -
Variation Form V1.doc

- Joint Schedule 3 (Insurance Requirements)



Joint Schedule 3 -
Insurance Requiremer

- Joint Schedule 10 (Rectification Plan)



Joint Schedule 10 -
Rectification Plan V1.c

- Joint Schedule 11 (Processing Data)



Charter Covert Joint
Schedule 11 RG0707z

- Call-Off Schedules for C23868 - Proc761 CHIS Support

- Call-Off Schedule 1 (Transparency Reports)



Call-Off Schedule 1
Transparency Report

- Call-Off Schedule 2 (Staff Transfer) – Part C and E only apply



Call-Off Schedule 2 -
Staff Transfer V1.doc

4. CCS Core Terms (version 3. 0.3)



Core_Terms_v.3.0.3.d
ocx

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

Crown Copyright 2018

NEC Version Number 11.10.2021

5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

Joint Schedule 5 -
Corporate Social Resp

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 Terms 3, 4, 5, 6, 7 inclusive (all as set out in the Framework Award Form and set out below for ease of reference):

Special Term 3	Core Terms Clause 3.2.11 - Delete the Clause
Special Term 4	Core Terms Clause 7.2 Delete "Where a Buyer decides" and replace with: "Where in a Buyer's reasonable opinion".
Special Term 5	Core Terms Clause 10.3.2 - Delete current text and replace with: "Each Buyer has the right to terminate their Call-Off Contract at any time by giving the Supplier not less than the minimum period of notice specified in the Order Form. Under such circumstances the Buyer agrees to pay the Supplier's reasonable and proven unavoidable Losses resulting from termination of the Call- Off Contract, provided that the Supplier takes all reasonable steps to minimise such Losses. The Supplier will give the Customer a fully itemised list of such Losses, with supporting evidence, to support their claim for payment."
Special Term 6	Core Terms Clause 11.7 - Delete the first bullet point.
Special Term 7	Core Terms Clause 14.1 - Delete the Clause and replace with: "The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11."

CALL-OFF START DATE: 10.02.2022

CALL-OFF EXPIRY DATE: 09.02.2023

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF EXTENSION PERIOD: 24 Months

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

Crown Copyright 2018

NEC Version Number 11.10.2021

CALL-OFF DELIVERABLES**1. Support & Maintenance Services**

Support and maintenance to be provided for the periods as detailed below:

• [REDACTED]

NEC Software		
Core Product	Module	Sub Module
Charter	Covert	[REDACTED]
Charter	Covert	[REDACTED]
Charter	Covert	[REDACTED]

A description of each of the Deliverables listed above are set in the below Service Description document:



1277 - Lot 1c - NEC
Public Safety Software

For the avoidance of doubt, Supplier staff will upload annual software licence certificates to the server via an encrypted method.

Service Levels for the Covert Module are defined on page 19 of the above Service Description document.

Each of the above products and services shall, regardless of any other provision in the Call Off Contract, be provided in accordance with and subject to the provisions of the above Service Definition.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, save that the words "no more than the greater of £5 million or" are deleted.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£55,163.00**.

CALL-OFF CHARGES (excluding VAT)**Charges:**

Framework Ref: RM3821
Project Version: V1

Page 4 of 9

Model Version: v3.0

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

Crown Copyright 2018

NEC Version Number 11.10.2021

Support and Maintenance:

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]

Total Charges: £55,163.00 for the Initial Period

Any Call-Off Extension Period shall be charged at £55,163.00 per annum.

For clarity, the Charges set out in this Call Off Contract assume that TUPE will not apply on commencement of service delivery. Regardless of any other provision of the Call-Off Contract, the Supplier may adjust its Charges to reflect any additional costs incurred (or to be incurred) if any employees unexpectedly transfer to the Supplier.

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.

Additional licences:

The Buyer may from time to time require additional licences as the user base increases. The following table outlines the price per user per module that would be charged.

User Bands <i>(number of users for each module, per Call Off Contract)</i>	Monthly Service Charge (per module per user) (£)
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]
[REDACTED]	[REDACTED]

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

Crown Copyright 2018

NEC Version Number 11.10.2021

REIMBURSABLE EXPENSES

Recoverable.

PAYMENT METHOD

Payment of all charges shall be made by electronic or automated payment systems only, such as Faster Payment, BACS, Direct Debit, CHAPS and/or SWIFT. The use of an alternative payment method is subject to the Supplier's prior written agreement and the Supplier reserves the right to pass on to the Buyer any additional costs it incurs in respect of such alternative payment method.



Invoices must be issued quarterly in arrears, quoting a valid purchase order number (PO Number), to:



Or by post to:



On receipt of a valid invoice, payment will be made within 30 days.

BUYER'S INVOICE ADDRESS:

Purchase Orders should be emailed to



Or by post to:



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

Crown Copyright 2018

NEC Version Number 11.10.2021

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Supplier staff who have access to Personal Data are required to hold valid SC security clearance.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

[REDACTED]

PROGRESS REPORT FREQUENCY

At the end of each Service Period the supplier will provide a report (the "Service Report"), to the Buyer, that provides a summary of the calls logged, resolved, and remaining open for the Supplier Software (production environment only) as a whole during the preceding quarter. The Supplier will issue the Service Report to the Buyer not more than fifteen working days after the end of each Service Period. It will include:

- A summary of incidents occurring in the Service Period in the following format:
 - Number of incidents logged against each priority
 - Number of incidents resolved against each priority
 - Number of incidents remaining open against each priority
- Root Cause Analysis of Major incidents (defined as P1/P2 severity)
- Incident trend analysis based on current and previous Service Period
- Information regarding upcoming software changes and/or new releases
- Certificate Management data, including expiry and renewal dates

For the avoidance of doubt, the Service Reports shall be collated using off-shore resource. Such off-shore resource will not have access to any confidential information or data above an "official" security classification.

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

Crown Copyright 2018

NEC Version Number 11.10.2021

PROGRESS MEETING FREQUENCY

Not applicable, if progress or performance meetings are required these can be provided for an additional charge and agreed via a Variation.

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Not applicable

SERVICE CREDITS

Not applicable

GUARANTEE





Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION

90 days to expire at the end of the Initial Period.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Legal Counsel	Role:	ACS
Date:	22/05/2023	Date:	22/05/23

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

Crown Copyright 2018

NEC Version Number 11.10.2021

Part B**Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer) – part C and E only apply
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 5 (Corporate Social Responsibility)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)