

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

Order Form

CALL-OFF REFERENCE: 711857455 (DinfoCom/0272)

THE BUYER: D Info Commercial

BUYER ADDRESS: Blenheim Building,
Army Headquarters,
Monxton Road,
Andover,
Hampshire
SP11 8HJ

THE SUPPLIER: XMA Limited

SUPPLIER ADDRESS: Wilford Industrial Estate
Ruddington Lane
Wilford
Nottingham
NG11 7EP

REGISTRATION NUMBER: 02051703

DUNS NUMBER: 298484148

SID4GOV ID:

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st June 2024

It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products and Associated Services 2.

CALL-OFF LOT(S):

Lot 3: Software

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

Crown Copyright 2018

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) RM6098.**
3. The following Schedules in equal order of precedence:

- 3.1 **Joint Schedules for RM6098**

Joint Schedule 2 (Variation Form)
 Joint Schedule 3 (Insurance Requirements)
 Joint Schedule 4 (Commercially Sensitive Information)
 Joint Schedule 5 (Corporate Social Responsibility)
 Joint Schedule 6 (Key Subcontractors) **N/A**
 Joint Schedule 7 (Financial Difficulties)
 Joint Schedule 8 (Guarantee) **N/A**
 Joint Schedule 9 (Minimum Standards of Reliability) **N/A**
 Joint Schedule 10 (Rectification Plan)
 Joint Schedule 11 (Processing Data)
 Joint Schedule 12 (Supply Chain Visibility) **N/A**

- 3.2 **Call-Off Schedules for 711857455 (DinfoCom/0272)**

Call-Off Schedule 1 (Transparency Reports) **N/A**
 Call-Off Schedule 2 (Staff Transfer) **N/A**
 Call-Off Schedule 3 (Continuous Improvement)
 Call-Off Schedule 4 (Call Off Tender)
 Call-Off Schedule 5 (Pricing Details)
 Call-Off Schedule 6 (Annex E 'As a Service' Additional Terms)
 Call-Off Schedule 6 (ICT Services)
 Call-Off Schedule 7 (Key Supplier Staff)
 Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
 Call-Off Schedule 9 (Security) Part A
 Call-Off Schedule 10 (Exit Management)
 Call-Off Schedule 11 (Installation Works) **N/A**
 Call-Off Schedule 12 (Clustering) **N/A**
 Call-Off Schedule 13 (Implementation Plan and Testing) **N/A**
 Call-Off Schedule 14 (Service Levels)
 Call-Off Schedule 15 (Call-Off Contract Management)
 Call-Off Schedule 16 (Benchmarking) **N/A**
 Call-Off Schedule 17 (MOD Terms)
 Call-Off Schedule 18 (Background Checks) **N/A**
 Call-Off Schedule 19 (Scottish Law) **N/A**
 Call-Off Schedule 20 (Call-Off Specification)
 Call-Off Schedule 21 (Northern Ireland Law) **N/A**
 Call-Off Schedule 22 (Lease Terms) **N/A**
 Call-Off Schedule 23 (HMRC Terms)

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

Crown Copyright 2018

4. CCS Core Terms (version 3.0.6).

No 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:

1. **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**
 - 1.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved

CALL-OFF START DATE: 01 June 2024

CALL-OFF EXPIRY DATE: 31 May 2025

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF EXTENSION PERIOD (OPTIONAL): 12 Months

CALL-OFF DELIVERABLES

Option A: The Provision of SAS VIYA Platform Licenses as detailed within the Statement of Requirement (Annex A) / Call-Off Schedule 20.

LOCATION FOR DELIVERY

As detailed within the Statement of Requirement (Annex A) / Call Off Schedule 20.

DATES FOR DELIVERY OF THE DELIVERABLES

License required to commence on 1st June 2024.

TESTING OF DELIVERABLES

100% Delivery Required by 1st June 2024.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall as a minimum be 90 days or manufacturer's warranty, whichever is greater.

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

Crown Copyright 2018

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is
£3,783,471.55 Ex VAT

CALL-OFF CHARGES

As Per Annex C Pricing Schedule / Call-Off Schedule 5 Refers

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

None

PAYMENT METHOD

CP&F

BUYER'S INVOICE ADDRESS:

REDACTED
REDACTED
REDACTED

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines,
Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED
REDACTED
REDACTED

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines,
Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S ENVIRONMENTAL POLICY

Environmental Management Policy (JSP 816)
Environmental Protection in Defence (JSP 418)
Radiation Protection in Defence (JSP 392)

BUYER'S SECURITY POLICY

The Defence Manual of Security (JSP 440)

Framework Schedule 6 (Order Form Template and Call-Off Schedules)
Crown Copyright 2018

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED
REDACTED
REDACTED

Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham NG11 7EP

SUPPLIER'S CONTRACT MANAGER

REDACTED
REDACTED
REDACTED

Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham NG11 7EP

PROGRESS REPORT FREQUENCY

TBC

PROGRESS MEETING FREQUENCY

TBC

SUPPLIER KEY STAFF

REDACTED
REDACTED
REDACTED

Wilford Industrial Estate, Ruddington Lane, Wilford, Nottingham NG11 7EP

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

All supplier information containing commercially sensitive or confidential information. This includes all Supplier processes and Supplier pricing that would be considered exempt under Section 43 of FOIA 2000 as likely to prejudice the commercial interests of the Supplier. This also includes sensitive personnel information where the Data Subjects have not given their express or implied permission for the information provided in the tendering or award process to be shared in any other manner than for the delivery of the Goods and/or services to the Buyer.

SERVICE CREDITS

ADDITIONAL INSURANCES

GUARANTEE

SOCIAL VALUE COMMITMENT

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

Crown Copyright 2018

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	COO	Role:	REDACTED
Date:	28/5/2024 03:48:42 PDT	Date:	24 May 2024