

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

Order Form

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|----------------------|---|
| CALL-OFF REFERENCE: | AGEMCSU/TRANS/24/1812 |
| THE BUYER: | NHS England on behalf of NHS Arden and Greater East Midlands Commissioning Support Unit |
| BUYER ADDRESS | Cardinal Square, 10 Nottingham Road, Derby DE1 3QT |
| THE SUPPLIER: | Crayon Limited |
| SUPPLIER ADDRESS: | Crayon Limited, Crayon House, Mercury Park, Wooburn Green, Buckinghamshire, HP10 0HH |
| REGISTRATION NUMBER: | 4055519 |
| DUNS NUMBER: | 220535020 |
| SID4GOV ID: | |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 16th September 2024. It's issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S): o

Lot 3 Software

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:
 - ☐ Joint Schedules for RM6098 o Joint Schedule 2 (Variation Form)
 - o Joint Schedule 4 (Commercially Sensitive Information) o Joint Schedule 5 (Corporate Social Responsibility) RM6098 ☐
 - Call-Off Schedule 5 (Pricing Details)

Framework Schedule 6

- 4 CCS Core Terms (version 3.0.6)
- 5 Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above.
- 6 Annexes A to E Call-Off Schedule 6 (ICT Services)

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

CALL-OFF START DATE: 1st November 2024

CALL-OFF EXPIRY DATE: 31st October 2027

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF OPTIONAL EXTENSION: N/A

PERIOD

CALL-OFF DELIVERABLES

Option A:

Microsoft Agreement MPSA 4100009492

AAA-03758 SQL Server Enterprise per Core 2 Licenses SA x 2

AAA-03753 SQL Server Standard per Core 2 Licenses SA x 14

Commencement date: 1st November 2024 – 31st October 2027 (3-year contract)

LOCATION FOR DELIVERY

Not applicable

DATES FOR DELIVERY OF THE DELIVERABLES

Option A: Delivery date details

Not applicable

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 36 Months.

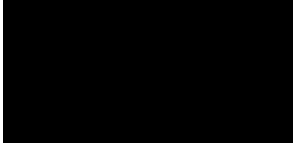
MAXIMUM LIABILITY

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 £ [REDACTED] excluding VAT.

CALL-OFF CHARGES

Option A: the Charges for the Deliverables



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

Invoices will be raised by the provider and invoices paid in arrears, no later than 30 days from the date of invoice.

Payment made by BACS.

BUYER'S INVOICE ADDRESS:

NHS Arden and GEM CSU

0DE PAYABLES M405

PO BOX 312

Leeds

LS11 1HP

Invoices: sbs.apinvoicing@nhs.net

BUYER'S AUTHORISED REPRESENTATIVE



Framework Schedule 6

BUYER'S ENVIRONMENTAL POLICY

<https://www.ardengemcsu.nhs.uk/>

BUYER'S SECURITY POLICY

<https://www.ardengemcsu.nhs.uk/>

SUPPLIER'S AUTHORISED REPRESENTATIVE

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

SUPPLIER'S CONTRACT MANAGER

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

PROGRESS REPORT FREQUENCY

Not Applicable

PROGRESS MEETING FREQUENCY

Not Applicable

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIALLY SENSITIVE INFORMATION

Not Applicable

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)]

For and on behalf of the Supplier:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 27/9/2024

For and on behalf of Buyer:

Signature: [REDACTED]

Name: [REDACTED]

Role: [REDACTED]

Date: 24/9/2024