Part A

Order Form Template

1. CALL-OFF REFERENCE: Ecm_8879

2. THE BUYER: Department for Work & Pension (DWP)

3. BUYER ADDRESS: Department for Work and Pensions, Digital Planning, Performance and Delivery, 3rd Floor, 2 St Peter's Square, Manchester, M2 3AA

4. THE SUPPLIER: Fivium Limited

5. SUPPLIER ADDRESS: 15 Adam Street, London, WC2N 6AH

6. REGISTRATION NUMBER: 5775733 7. DUNS NUMBER: 349803788

8. SID4GOV ID:

9. APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1st April 2021

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

10. CALL-OFF LOT(S):

1B – Workflow and Case Management Solutions

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11. 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
- 2. Joint Schedule 1(Definitions and Interpretation) RM3821
- 3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for Fivium 2020 call off agreement
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
- 4. CCS Core Terms (version 3. 0.3)
- 5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
- 6. Call-Off Schedule 21 (Supplier-Furnished Terms) excluding clause 18 (Entire Agreement), where it is acknowledged that this Call-Off Contract (comprising of the documents detailed here as Call-Off Incorporated Terms) constitute the Entire Agreement.

All versions of the above contract documents (2 to 6) are included at Appendix 2 to this Call-Off Order Form.

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.

12. CALL-OFF SPECIAL TERMS

Non -Applicable

13. CALL-OFF START DATE: 1st April 2021

14. CALL-OFF EXPIRY DATE: 31st March 2028

15. CALL-OFF INITIAL PERIOD: 60 months with the option to extend for two periods of 12 months.

16.CALL-OFF DELIVERABLES

eCase+, multi-tenanted for internet, Case Volume 150,000 @ £333,028 as described in sub-schedule 3 to Schedule 21

In providing the Call-Off Deliverables the supplier agrees to meet the security arrangements as set out in the Agreed Fivium Ltd Security Standard for Department

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of Work and Pensions document, which is attached at Appendix to this Call-Off Order Form.

17. MAXIMUM LIABILITY

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

The Annual Charges used to calculate liability in the first Contract Year is £333,028

18. CALL-OFF CHARGES

£333,028 ex VAT per annum

In the event that any change to case volume or service type is agreed, it will be in accordance with the Charges set out in the Price List in Schedule 21, (sub-schedule 3, section 6 – Pricing, Table 4 – Annual Service Model Pricing Matrix)

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.

19. REIMBURSABLE EXPENSES

[Recoverable as stated in the Framework Contract]

20. INVOICING AND PAYMENT METHOD

Charges will be invoiced quarterly in advance in accordance with Schedule 21 (subschedule 3, section 3 eCase Service Models, Table 1 – eCase Service Model Matrix)

Payment will be made by BACS following receipt of a correct invoice

21. BUYER'S INVOICE ADDRESS:

Electronic Invoices (attached to E-Mails) should be sent to APinvoices-DWP-U@gov.sscl.com.

Paper invoices should be sent to;

SSCL, PO Box 406, Phoenix House, Celtic Springs, Newport NP10 8FZ

A copy should also be emailed to the Principle Contact.

[REDACTED]

22. BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Programme Manager

[REDACTED]

Department for Work and Pensions, Digital Planning, Performance and Delivery, 3rd Floor, 2 St Peter's Square, Manchester, M2 3AA

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23. SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Director

Enquiries@fivium.co.uk
15 Adam Street, London, WC2N 6AH

24. SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Account Executive Enquiries@fivium.co.uk 15 Adam Street, London, WC2N 6AH

25. PROGRESS REPORT FREQUENCY Quarterly – via a Service Report

PROGRESS MEETING FREQUENCY

Quarterly – via a Quarterly Business Review

26. KEY STAFF

TBC

27.KEY SUBCONTRACTOR(S) **Non-Applicable**

28. COMMERCIALLY SENSITIVE INFORMATION

29. SERVICE CREDITS

Non-Applicable

30. GUARANTEE

Non-Applicable

31. SOCIAL VALUE COMMITMENT

Non-Applicable

32. MINIMUM PERIOD OF NOTICE FOR NO_FAULT TERMINATION

90 days

For and on behalf of the Supplier:		For and on behalf of the Buyer:		
Signature:	[REDACTED]	Signature:	[REDACTED]	
Name:	[REDACTED]	Name:	[REDACTED]	
Role:	Director	Role:	Senior Commercial Category Manager	
Date:	18 th March 2021	Date:	18 th March 2021	

Part B

Call-Off Schedules

These are either:

- mandatory
- optional: where highlighted in square brackets in the Call-Off Incorporated Terms in Part A of this Schedule may be selected or removed from the Call-Off Contract]
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 21 (Supplier-Furnished Terms)
 - 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)

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

APPENDIX 1 : Agreed Fivium Ltd Security Standards for Department of Work & Pensions



APPENDIX 1 : Contract Schedules as at Contract Effective Date:

Joint Schedules for framework reference num	ber RM3821
Joint Schedule 1(Definitions and Interpretation) RM3821	Joint Schedule 1 - Definitions V1.docx
Joint Schedule 2 (Variation Form)	Joint Schedule 2 (Variation Form).docx
Joint Schedule 3 (Insurance Requirements)	Joint Schedule 3 (Insurance Requireme
Joint Schedule 5 (Corporate Social Responsibility) RM3821	Joint Schedule 5 (Corporate Social Res
Joint Schedule 10 (Rectification Plan)	Joint Schedule 10 (Rectification Plan).dc
Joint Schedule 11 (Processing Data)	Joint Schedule 11 - Processing Data V1.d
Call-Off Schedules for Fivium 2020 call off ag	reement
Call-Off Schedule 1 (Transparency Reports)	Call Off Schedule 1 (Transparency Report
Call-Off Schedule 2 (Staff Transfer)	Call-Off Schedule 2 - Staff Transfer V2.d
Call-Off Schedule 6 (ICT Services)	Call Off Schedule 6 - ICT Services V1.docx
CCS Core Terms (version 3. 0.3)	Core_Terms_v.3.0.3.p

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

Call-Off Schedule 21 (Supplier-Furnished Terms)	Blank Call Off Schedule 21.docx	Call-Off Schedule 21 Fivium Ltd's Terms V2