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

**Part A**

**Order Form Template**

CALL-OFF REFERENCE: **SR611933737**

THE BUYER: **Valuation Office Agency**

BUYER ADDRESS xxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

xxxxxxxxxxxxxxxxxxxxxxxxx

THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS:xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx xxxxxxxxxxxxxxxxxxxxxxxxxx

REGISTRATION NUMBER:xxxxxxxx

DUNS NUMBER: xxxxxxxxx

SID4GOV ID:xxxxxx

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30/06/2021.

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

CALL-OFF LOT(S):

LOT 2b

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) 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 thisCall-Off Contract:
  + Call-Off Schedule 1 (Transparency Reports)
  + Call-Off Schedule 2 (Staff Transfer)
  + Call-Off Schedule 6 (ICT Services)

1. CCS Core Terms (version 3. 0.3)
2. Joint Schedule 5 (Corporate Social Responsibility) RM3821
3. Call-Off Schedule 21 (Supplier-Furnished Terms)

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 START DATE: **01.07.2021**

CALL-OFF EXPIRY DATE: **30.06.2024**

CALL-OFF INITIAL PERIOD: **3** Years,

CALL-OFF DELIVERABLES

As detailed in the Enterprise Agreement between Supplier and Buyer effective 1st July 2021 (“**EA**”); in particular:

Supplier Professional Services: provision of consultancy services for the implementation / configuration of software products; no New IPR will be generated.

Supplier COTS Training Courses: provision of training services in the provision of the identified courses; including any associated training documentation which may be provided for the purpose of Buyer personnel receiving the Training.

COTS Software: Esri Inc (defined below) or Supplier COTS Software: licensed in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **xxxxxxxxxx**

CALL-OFF CHARGES

The relevant charges are as per the EA.

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.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

BACS, within 30 days from date of invoice.

BUYER’S INVOICE ADDRESS:

**xxxxxxxxxxxxxxxxxxxxxxxxxxxxxx**

**xxxxxxxxxxxxxxxxxx**

**xxxxxxxxx**

**xxxxxx**

**xxxxxxxxx**

BUYER’S AUTHORISED REPRESENTATIVE

**xxxxxxxxxx**

**xxxxxxxxxxxxxxx**

**xxxxxxxxxxxxxxxxxxxxxxxx**

**xxxxxxxxxxxx**

**xxxxxxxxxxxxxx**

**xxxxxxxx**

**xxxxxxxxxxx**

**xxxxxxxxx**

BUYER’S ENVIRONMENTAL POLICY

Not applicable.

BUYER’S SECURITY POLICY

Not applicable.

SUPPLIER’S AUTHORISED REPRESENTATIVE

Miles Gabriel

xxxxxxxxxxxxxxxxxxxx

SUPPLIER’S CONTRACT MANAGER

As above

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in the EA and in this Order Form. The ‘Total’ price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

The EA.

|  |  |  |  |
| --- | --- | --- | --- |
| **For and on behalf of the Supplier:** | | **For and on behalf of the Buyer:** | |
| Signature: |  | Signature: |  |
| Name: |  | Name: |  |
| Role: |  | Role: |  |
| Date: |  | Date: |  |

**Part B**

**Call-Off Schedules**

* + - 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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing of Data)

The required information for the relevant Schedules to the Call Off Contract is set out below:

* Processing of Data: Annex 1 – a) Authorised Processing Template from the Joint Schedule 11 (Processing of Data), duly populated for this Call-Off Contract.
* Supplier-Furnished Terms: Call Off Schedule.

**Joint Schedule 11 (Processing Data)**

**Annex 1 – a) Authorised Processing Template** (populated for this Call-Off Contract)

|  |  |
| --- | --- |
| **Call-Off Contract:** | **RM 3821** |
| **Date:** | **As above** |
| **Description Of Authorised Processing** | **Details** |
| Identity of the Controller and Processor | The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms. |
| Subject matter of the processing | Provision of the services and/or software as detailed in the Order Form. |
| Duration of the processing | For the term of the Call Off Contract. |
| Nature and purposes of the processing | The exchange and use of contact details in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter. |
| Type of Personal Data | The names of the parties’ employees or contractors or representatives, their respective business email and business postal addresses, and business telephone numbers), and/or their IP addresses. |
| Categories of Data Subject | The parties’ employees or contractors or representatives. |
| Plan for return and destruction of the data once the processing is complete  UNLESS requirement under union or member state law to preserve that type of data | At the choice of the Data Controller, the Data Processor shall delete or return to the Data Controller all of the Personal Data after the end of the provision of services relating to processing. |

Supplier’s sub-processors:

Buyer hereby grants Supplier written authorisation for Supplier to use sub-processors to provide the products, software or services (as applicable), including the following sub-processors:

1. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
2. the hosting service providers which Supplier uses for its back office systems;
3. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx
4. xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

Where the Supplier is the Controller of Personal Data and provides Personal Data to the Buyer, the Buyer shall comply with the Data Protection Legislation.

Call-Off Schedule 21 (Supplier-Furnished Terms)

**Part 1A Non-COTS Third Party Software**

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

**Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2

**Part 1C Software as a Service (SaaS) Terms**

Terms for provision of a Software as a Service solution are detailed in Annex 3.

**Part 1D Software Support and/or Maintenance Terms**

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

**Annex 1**

N/A

**Annex 2**

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xxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxxx

**Annex 3**

N/A

**Annex 4**

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