

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied: CPD4119155

Variation Form No: 7

BETWEEN:

Department for Levelling Up, Housing & Communities ("**the Customer**")

and

Exela Technologies Limited ("**the Supplier**")

1. This Call Off Contract is varied as follows:

This Call Off Contract is varied in accordance with the provisions of the Framework Agreement for the provision of a Public Enquiry Service (PES). The Service is incorporated into the Call-off Contract utilising Part D 22 – Change, Paragraph 22.1 - Variation and Call Off Schedule 12, Variation Form, and forms the Agreement between the Customer and Supplier to take on this additional Service.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract Variation Form No 7.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

- a) Section B of the Call Off Order Form is amended specifically to incorporate the Public Enquiry Service (PES) as follows.

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The Public Enquiry Service will go live on 14 May 2022 .
	Expiry Date: The Initial Service term is until 13 May 2023 . There are options to extend this Service for up to two further one-year periods in the event that the overall Contract term for CPD4119155 is extended. Minimum written notice to Supplier in respect of any extension: Three months.

GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services): shall be amended as follows. 1. Add to Call Off Schedule 2 (Goods and /or Services): Appendix A – PES Requirement Information Appendix B – Proposition and Service Definition
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IMPLEMENTATION PLAN

3.1.	Implementation Plan: As set out in Section 2 of Appendix B – Proposition and Service Definition .
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CONTRACT PERFORMANCE

4.1.	Standards: <i>In Call Off Schedule 1 (Definitions), shall include.</i> The following Standards are to be maintained by the Supplier <ul style="list-style-type: none">• ISO 27001 Information Security Management• ISO 9001 Quality Management Systems• Cyber Essentials
4.2	Service Levels: In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring): shall be amended as follows. As set out in Appendix E - Service Levels and Service Credits . Service Credit Cap (Call Off Schedule 1 (Definitions)): Not applied Customer periodic reviews of Service Levels (Clause 13.7 of the Call Off Terms): shall be amended to one (1) months' notice.

4.3	Critical Service Level Failure: (Clause 13.7.1 of the Call Off Terms) As set out in Appendix E - Service Levels and Service Credits.
4.4	Performance Monitoring: In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring): shall be amended as follows Set out in Appendix B – Proposition and Service Definition.
4.5	Period for providing Rectification Plan: A period of ten (10) Working Days as stated in Clause 38.2.1(a).

PERSONNEL

5.1	Key Personnel: Supplier Role: Account Manager Name: <REDACTED> Additional roles as set out in Section 4 and Section 6 of Appendix B – Proposition and Service Definition. Customer- Role: Contract Manager - Name: <REDACTED>.
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): None

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): shall be amended as follows; Insert Charges for provision of Public Enquiry Service (PES) as set out in Section 11 of Appendix B – Proposition and Service Definition.
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): shall be amended to include the following: The Supplier shall submit an invoice to the Contract Manager to review, before sending an electronically clginvoices@levellingup.gov.uk Payment shall be made within 30 calendar days after the invoice is submitted and approved for payment, with an aim to make payment within 5 days of an invoice being submitted to clginvoices@levellingup.gov.uk
6.3	Reimbursable Expenses: Not Applied

6.4	<p>Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Invoices should be submitted electronically to clginvoices@levellingup.gov.uk</p> <p>DLUHC FSSD CP2P Team 4th Floor High Trees Hillfield Road Hemel Hempstead HP2 4XN</p>
6.5	<p>Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)):</p> <p>Para 8.2 shall be amended to: Subject to paragraphs 8.1.1 to 8.1.5 and 8.1.8 to 8.1.17 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the initial term (until 13 May 2023).</p>
6.6	<p>Supplier periodic assessment of Call Off Contract Charges (Paragraph 9 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): shall be amended as follows;</p> <p>Charges are to remain fixed for the initial term (until 13 May 2023).</p>
6.7	<p>Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): shall be amended as follows;</p> <p>Charges are to remain fixed for the initial term (until 13 May 2023).</p>

LIABILITY AND INSURANCE

7.1	<p>Estimated Year 1 Call Off Contract Charges:</p> <p>Maximum Contract value prior to this variation: £1,700,382.66 (excluding VAT) Maximum value of this variation 7: £116,300.00 (excluding VAT) Revised maximum value for the Call-Off Contract: £1,816,682.66 (excluding VAT)</p>
7.2	<p>Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms);</p> <p>Clause 36.2.1 of the Call Off Terms shall apply.</p>
7.3	<p>Insurance</p> <p>Clause 37.3 of the Call Off Terms shall apply</p>

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management: Call Off Schedule 9 (Exit Management) shall apply.

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: <ul style="list-style-type: none">Section 11 – Commercials in Appendix B – Proposition and Service Definition.

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): N/A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Security requirements shall apply in accordance with paragraphs 1 - 5 this Call Off Schedule 7 and include adherence to, <ol style="list-style-type: none">Compliance with Baseline Personnel Security Standard (BPSS).Compliance with https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media standards in respect of secure destruction, sanitisation and certificationFor the avoidance of doubt and in compliance with both Security and GDPR clauses and standards the Supplier shall ensure secure separation at: Service, Data, information, physical (Agent level) and IT/ infrastructure / telephone platform levels across the Suppliers Services and contracts.
10.4	ICT Policy: In Call Off Schedule 7, and include compliance with; DLUHC ICT policy; contained within document - Appendix C - DLUHC ICT Policy (External Suppliers) or such iterations as advised by the Customer.

10.5	<p>Testing:</p> <p>In Call Off Schedule 5 (Testing).</p>
10.6	<p>Business Continuity & Disaster Recovery:</p> <p>In Call Off Schedule 8: Business Continuity and Disaster Recovery.</p> <p>Disaster Period:</p> <p>For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 2 hours.</p>
10.7	<p>Failure of Supplier Equipment (Clause 32.8 of the call off Terms:</p> <p>Not applied</p>
10.8	<p>Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Clause 34.2.3 of the Call Off Terms applies.</p> <p>Call off Schedule 23 shall be amended as follows:</p> <p>As set out in Appendix D - Data Protection Schedule.</p>
10.9	<p>Notices (Clause 55.6 of the Call Off Terms):</p> <p>DLUHC: Fry Building, 2 Marsham Street, London SW1P 4DF <REDACTED></p> <p>Exela Technologies Limited: Baronsmede, The Avenue, Egham, TW20 9AB <REDACTED></p>
10.10	<p>Transparency Reports</p> <p>In Call Off Schedule 13 (Transparency Reports).</p>
10.11	<p>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14):</p> <p>N/A</p>
10.12	<p>Call Off Tender: In Schedule 15 (Call Off Tender)</p>

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in
Capitals)

Address