Framework Schedule 6 (Order Form Template and Call-Off Schedules) – DRAFT CONTRACT SUBJECT TO GOVERNANCE

Order Form

CALL-OFF REFERENCE: CVID CORCOR - CheckpointSBLFW010921v2

THE BUYER: Department for Work and Pensions

BUYER ADDRESS 2 St Peter's Square, Manchester, M2 3AA

THE SUPPLIER: Computacenter (UK) Ltd

SUPPLIER ADDRESS: Hatfield Business Park, Hatfield Ave, Hatfield,

Hertfordshire, AL10 9TW

REGISTRATION NUMBER: REDACTED UNDER FOI ACT 40 (2)

DUNS NUMBER: REDACTED UNDER FOI ACT 40 (2)

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date of last signature below.

It's issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

Lot 3 Software & other Associated Services

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. Call-Off Schedule 6 ICT Services (for the purposes of this Call-Off Schedule 6 ICT Services, Annex B is attached at Appendix A to this Order Form).
- 2. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
- 3. Joint Schedule 1(Definitions and Interpretation) RM6068

Framework Ref: RM6068 Project Version: v0.1 Model Version: v3.2

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- 4. Joint Schedule 4 Commercially Sensitive Information
- 5. CCS Core Terms (version 3.0.8)
- 6. Joint Schedule 2 (Variation Form).
- 7. Joint Schedule 5 (Corporate Social Responsibility) RM6068

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

The following Special Terms are incorporated into this Call-Off Contract:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason", Buyer shall not terminate this Call-Off Contract without cause.

Special Term 2: Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Customer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

Special Term 3: Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

CALL-OFF START DATE: 1/9/2021
CALL-OFF EXPIRY DATE: 31/8/2022
CALL-OFF INITIAL PERIOD: one year
CALL-OFF OPTIONAL EXTENSION PERIOD: n/a

CALL-OFF DELIVERABLES:

See quote embedded in the Call-Off Charges section below, which shall also be deemed the Call-Off Specification.

LOCATION FOR DELIVERY

Not applicable

DATES FOR DELIVERY OF THE DELIVERABLES

Not applicable

TESTING OF DELIVERABLES:

N/A

WARRANTY PERIOD:

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier

MAXIMUM LIABILITY:

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges. The Estimated Year 1 Charge used to calculate liability in the first Contract Year is £612,233 excluding recoverable VAT. Note: this will increase should the Buyer place an order for the further quantities.

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Committed Call-Off Charges

£612,233 excluding recoverable VAT

EMBED QUOTE

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The Supplier shall submit invoices directly to the billing address as per the Buyer's order.

The Supplier shall invoice the Buyer for Goods upon receipt.

The Supplier shall invoice the Services as per Supplier's quotation embedded above. 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:

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment.

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BUYER'S INVOICE ADDRESS:

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

BUYER'S AUTHORISED REPRESENTATIVE:

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BUYER'S ENVIRONMENTAL POLICY:

N/A

BUYER'S SECURITY POLICY:

N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE:

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SUPPLIER'S CONTRACT MANAGER

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PROGRESS REPORT FREQUENCY

Where agreed applicable between the Buyer and Supplier.

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PROGRESS MEETING FREQUENCY n/a

KEY STAFF

Not applicable for standard supply transactions

KEY SUBCONTRACTOR(S)

Not applicable for standard supply transactions.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off Term +2 years

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

| For and on behalf of the Supplier: | | For and on behalf of the Buyer: | |
|------------------------------------|----------------------------------|---------------------------------|----------------------------------|
| Signature: | REDACTED UNDER FOI ACT 40 (2) | Signature: | REDACTED UNDER FOI ACT 40 (2) |
| Name: | REDACTED UNDER FOI ACT 40 (2) | Name: | REDACTED UNDER FOI ACT 40 (2) |
| Role: | Senior Legal Advisor | Role: | DWP Category Manager |
| Date: | 15 July 2021 15:28 BST | Date: | 15 July 2021 15:43 BST |

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Appendix A

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