

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

Order Form

CALL-OFF REFERENCE: CVID 706005 – Atlassian SaaS (HRAB425)

THE BUYER: The Department for Work and Pensions (DWP)

BUYER ADDRESS 2 St Peters Square, Manchester M2 3AA

THE SUPPLIER: Boxxe Ltd

SUPPLIER ADDRESS: Boxxe, Goose Lane, Sutton on the Forrest, York
YO61 1ET

REGISTRATION NUMBER: 2109168

DUNS NUMBER: 390294056

SID4GOV ID: 21184

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 12th March 2021.

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 & 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. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6068

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

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- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for CVID 706005:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
 - Call-Off Schedule 9 (Security) Part C
 - Call-Off Schedule 20 (Call-Off Specification)
- 4. CCS Core Terms (version 3.0.6)
- 5. 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:

None

CALL-OFF START DATE: **25th March 2021**

CALL-OFF EXPIRY DATE: **24th March 2022**

CALL-OFF INITIAL PERIOD: **12 months**

CALL-OFF OPTIONAL EXTENSION PERIOD **12 months**

CALL-OFF DELIVERABLES:

1 – Part 530606 - JIRA Software (Cloud) Premium

5000 Users (Annual Payments) 1
Year (ESD) (Noncancellable/
returnable) by
Atlassian Software Systems

1 - 532442 - Confluence (Cloud) Premium

5000 Users (Annual Payments) Conv
from Monthly Payments 1 Year
(ESD) (Non-cancellable/returnable)
by Atlassian Software Systems

1 - 507541 - JIRA Service Desk

(Jira ServiceManagement) (Cloud) Premium 50

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Agents (Annual Payments) Conv
from Monthly Payments 1 Year
(ESD) (Non-cancellable/returnable)
by Atlassian Software Systems

1 – 504179 - Atlassian Access (Cloud) 5000

Users (Annual Payments)
Converted from Monthly Payments
1 Year (ESD) (Noncancellable/
returnable) by
Atlassian Software Systems
Support Entitlement Number: SEN-
20582441

LOCATION FOR DELIVERY

Software Licences – Licenced to DWP.

DATES FOR DELIVERY OF THE DELIVERABLES

25th March 2021

TESTING OF DELIVERABLES

None

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days.

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 **£282,093.61** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

£282,093.61

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 Customers order.

All invoices must include the purchase order number to be provided by the Authority, Call-Off Reference, description and value.

The invoice format will mirror the necessary information in clause 4 of the Core Terms. The Buyer will pay the Supplier within thirty (30) calendar days of receipt of a valid invoice, submitted in accordance with this paragraph, the payment profile set out above and the provisions of the Core Terms

The Supplier will post paper invoices to the Buyer SSCL address and send PDF version of the invoices to the SSCL email address below.

BUYER'S INVOICE ADDRESS:

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

Email: REDACTED

**BUYER'S AUTHORISED REPRESENTATIVE
REDACTED**

**SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED
REDACTED
REDACTED**

Greenpark Business Centre, East Moor House, Goose Ln, York YO61 1ET

**SUPPLIER'S CONTRACT MANAGER
REDACTED
REDACTED
REDACTED**

Greenpark Business Centre, East Moor House, Goose Ln, York YO61 1ET

**PROGRESS REPORT FREQUENCY
Not Applicable**

**PROGRESS MEETING FREQUENCY
Not Applicable**

KEY STAFF

Not Applicable

KEY SUBCONTRACTOR(S)

Not Applicable

COMMERCIAL SENSITIVE INFORMATION

None

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	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Senior Account Manager	Role:	ASSOCIATE COMMERCIAL MANAGER
Date:	17.03.2021	Date:	17.03.2021

Appendix A – Attachments

Boxxe Ltd Quote

REDACTED

Atlassian Terms and Conditions

<https://www.atlassian.com/legal/cloud-terms-of-service>