

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

Order Form

CALL-OFF REFERENCE:	REDACTED
THE BUYER:	Secretary of State for Defence of the United Kingdom and Northern Ireland
BUYER ADDRESS	Strategic Command, MOD Corsham, Westwells Road, SN13 9NR
THE SUPPLIER:	Cognizant Worldwide Limited
SUPPLIER ADDRESS:	1 Kingdom Street Paddington Central London, W2 6BD
REGISTRATION NUMBER:	07195160
DUNS NUMBER:	216654505
SID4GOV ID:	N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and has an effective date of **16th December 2022**.

It's issued under the Framework Contract with the reference number RM6195 for the provision of Big Data & Analytics.

CALL-OFF LOT(S):
Lot 1

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CALL-OFF INCORPORATED TERMS

The following documents are incorporated into this Call-Off Contract. Where numbers are missing those schedule are not used. If the documents conflict, the following order of precedence applies:

1. Call-Off Schedule 17 (MOD Terms) and the DEFCONS listed in Annex 1 to Schedule 17
2. This Order Form including the Call-Off Special Terms
3. Framework Special Terms
4. Joint Schedule 1 (Definitions and Interpretation) RM6195
5. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6195 (in no particular order)
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for **706406452 - DF053** (in no particular order)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 10 Part B (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 17 (MOD Terms) and the DEFCONS listed in Annex 1 to Schedule 1
 - Call-Off Schedule 20 (Call-Off Specification)
6. CCS Core Terms (version 3.0.11)
7. Joint Schedule 5 (Corporate Social Responsibility)

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:

1. The Buyer will not supply to the Supplier or allow the Supplier access to any Personal Data in relation to this Call Off Contract. The Buyer will inform the Supplier explicitly and seek the Supplier's prior written consent if it wishes to supply any Personal Data to the Supplier and in such circumstances a Variation will be required in accordance with the Variation Procedure.
2. The period of notice required for termination for convenience of this Call-Off Contract is 30 days. DEFCON 656B shall be interpreted accordingly and the period of 20 business days referred to in paragraph 1 of DEFCON 656B shall not apply.
3. Call-Off Schedule 8 (Business Continuity and Disaster Recovery) shall not apply but "REDACTED" will be enforceable within this contract.
4. Call-Off Schedule 9 (Security) shall not apply but "REDACTED" will be enforceable within this contract.

FRAMEWORK SPECIAL TERMS

Special Term 1 - Core Terms Clause 11.2 replace "£5 million or 150%" with "£1 million or 125%"

CALL-OFF START DATE: **15th December 2022**

CALL-OFF EXPIRY DATE: **31st March 2023**

CALL-OFF INITIAL PERIOD: **3 months**

CALL-OFF OPTIONAL : 2 periods of 3 months
EXTENSION PERIOD

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms as amended by Framework Special Term1.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£675,885**

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CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing Details)

REIMBURSABLE EXPENSES

Recoverable and estimate shown in Call-Off Schedule 5 (Pricing Detail)

Itemised invoices to be provided with expense claim

PAYMENT METHOD

Payment and invoicing method via Exostar.

All invoices to be submitted via Exostar and copies sent to Sqn Ldr William Smyth and Dan Hicks

BUYER'S INVOICE ADDRESS:

REDACTED

BUYER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER'S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

Frequency and cadence to be managed by the Programme team

PROGRESS MEETING FREQUENCY

Frequency and cadence to be managed by the Programme team

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

REDACTED

COMMERCIALLY SENSITIVE INFORMATION

As provided in Schedule 4.

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:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	