

FRAMEWORK SCHEDULE 4

RM 1058 TECHNOLOGY SERVICES ORDER FORM AND CALL OFF TERMS

PART 1 – RM 1058 TECHNOLOGY SERVICES ORDER FORM

SECTION A

This Order Form is issued in accordance with the provisions of the Framework Agreement RM 1058 Technology Services. The Supplier agrees to supply the Services specified below on and subject to the terms of this Call Off Contract and for the avoidance of doubt this Call Off Contract consists of the terms set out in this Order Form and the Call Off Terms.

DATE 23/03/2017

ORDER NUMBER CAF125/16

FROM Children and Family Court Advisory and Support Service
3rd Floor 21 Bloomsbury Street, London WC1B 3HF

TO Softcat plc
St. Andrews House, The Headrow, Leeds, West Yorkshire LS1 5JW

SECTION B

1. CALL OFF CONTRACT PERIOD

1.1 Call Off Commencement Date:

23/03/2017

1.2 Call Off Expiry Date:

End date of Call Off Initial Period

22/03/2019

End date of Call Off Extension Period

22/03/2020 - 1st Extension Period

22/03/2021 - 2nd Extension Period

2. CUSTOMER CORE SERVICES REQUIREMENTS

2.1 Services required

In Call Off Schedule 2 (Services)

2.2 Location/Sites of Delivery

3rd Floor 21 Bloomsbury Street, London WC1B 3HF, an additional 36 office locations in England, remote working from home, courts and other office buildings.

2.3 Dates for Delivery of the Services

23/03/2017 - Contract Signing / Transition Kick-Off

31/05/2017 - Azure Build & Migration Complete

- Managed Service Transition Complete

23/06/2017 - Managed Service Go-Live

2.4 Implementation Plan

In Part A of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

2.5 Standards

In Call Off Schedule 7 (Standards)

2.6 Quality Plans

In Clause 11.2 (Standards and Quality)

2.7 Service Levels and Service Credits

In Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.8 Critical Service Level Failure

In Annex 2 to Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.9 Business Continuity and Disaster Recovery

In Call Off Schedule 10 (Business Continuity and Disaster Recovery)

For the purposes of the definition of "Disaster" in Call Off Schedule 1 (Definitions) the "Disaster Period" shall be *12 hours elapsed time*

2.10 Performance Monitoring

In Annex 1 to Part B (Additional Performance Monitoring Requirements) of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring)

2.11 Period for providing the Rectification Plan

Five (5) working days

2.12 Exit Management

In Call off Schedule 11

2.13 Supplier Software, Customer Software and Third Party Software

In Call Off Schedule 9 (Supplier Software, Customer Software and Third Party Software)

3. SUPPLIER'S INFORMATION

3.1 Supplier's inspection of Sites, Customer System, Customer Property and Customer Assets

In Clause 42, 29 and 30 of the Call Off Terms and Call Off Schedule 11 (Exit Management)

3.2 Commercially Sensitive Information

Items to be treated as commercially sensitive information include:

- Employee Details, including but not restricted to name, age, date of birth, address, ID numbers, curriculum vitae, personal details.
- References from suppliers
- Commercial breakdown of pricing

4. CUSTOMER RESPONSIBILITIES

4.1 Customer Responsibilities

In Part B of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel)

5. CALL OFF CONTRACT CHARGES AND PAYMENT

5.1 Call Off Contract Charges payable by the Customer (including any applicable Milestone Payments and/or discount(s), but excluding VAT) and payment terms/profile including method of payment (e.g. Government Procurement Card (GPC) or BACS)

In Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)

5.2 Estimated Year 1 Call Off Contract Charges

5.3 Undisputed Sums Limit

For the purposes of Clause 43.1.1 the Undisputed Sums Limit shall be

SECTION C

6. CUSTOMER OTHER CONTRACTUAL REQUIREMENTS

6.1 Call Off Guarantor

None required

6.2 Key Personnel

In Part C of Call Off Schedule 4 (Implementation Plan, Customer Responsibilities and Key Personnel) and Clause 26 of the Call Off Terms shall apply

6.3 Relevant Convictions

Clause 27.2.1 shall apply to this Call Off Contract

6.4 Failure of Supplier Equipment

Not Required

6.5 Maintenance of the ICT Environment

In Clause 33 of the Call Off Terms shall apply

6.6 Protection of Customer Data

In Clause 35.3 of the Call Off Terms shall apply

6.7 Testing

System & Integration Testing, User Acceptance Testing, Pen Testing

6.8 Limitations on Liability

In Clause 7 of the Call Off Terms

6.9 Insurance

Clause 38 of the Call Off Terms shall apply

6.10 Termination without cause notice period

The minimum number of days for the purposes of Clause 42.6 of the Call Off Terms shall be 6 months

7. ADDITIONAL AND/OR ALTERNATIVE CLAUSES

7.1 Supplemental requirements to the Call Off Terms - TUPE

7.1.1 The Customer shall indemnify the Supplier in respect of any Redundancy Costs Incurred by the Supplier arising from the termination of employment of any of the Transferring Former Supplier Employees by reason of redundancy (as defined in section 139(1) of the Employment Rights Act 1996) after the Relevant Transfer Date subject to and conditional on the following:

7.1.2 this indemnity shall only apply to those redundant Transferring Former Supplier Employees whose effective date of termination falls within the period from the Relevant Transfer Date up to and including the date falling two months after the Relevant Transfer Date (the "**Redundant Employees**")

Definition of Redundancy Costs

"Redundancy Costs" means the aggregate of (i) any payment made in lieu of notice (in whole or in part); and (ii) any statutory redundancy payment; and (iii) any enhanced contractual redundancy payment (based on the relevant Transferring Former Supplier Employee's contractual entitlement immediately prior to the Relevant Transfer Date); which the relevant Transferring Former Supplier Employee is entitled to receive in the event that their employment is terminated by reason of redundancy within the meaning of section 139(1) of the Employment Rights Act 1996

7.2 Amendments to/refinements of the Call Off Terms

7.3 Alternative and/or Additional Clauses (select from Call Off Schedule 15 (Alternative and/or Additional Clauses))

7.4 [Minimum Standards of Reliability (as defined in the Framework Agreement)]

8. COLLABORATION AGREEMENT (THIS SECTION IS NOT REQUIRED)

8.1 In accordance with Clause 59 of this Call Off Contract, the Customer does not require (as a separate document) the Supplier to enter into a Collaboration Agreement.

8.2 The Collaboration Agreement shall be entered into on the Commencement Date. the Supplier shall deliver to the Customer an executed Collaboration Agreement


9. FORMATION OF CALL OFF CONTRACT

9.1 BY SIGNING AND RETURNING THIS ORDER FORM (which may be done by electronic means) the Supplier agrees to enter a Call Off Contract with the Customer to provide the Services.


9.2 The Parties hereby acknowledge and agree that they have read the Order Form and the Call Off Terms and by signing below agree to be bound by this Call Off Contract.

9.3 In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Call Off Contract shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Order Form from the Supplier within two (2) Working Days from receipt.

For and on behalf of the Supplier:

Name and Title	
Signature	
Date	23/03/2017

For and on behalf of the Customer:

Name and Title	Julie Brown, Director of Resources
Signature	
Date	23/03/2017