

## Framework Schedule 6b Order Form Template Operating Lease Only

*(Leasing and/or Service Requirements under Lots 1 and 2)*

### Order Form

CALL-OFF REFERENCE:	PR 2021 155
THE BUYER:	Crown Prosecution Service
BUYER ADDRESS	102 Petty France London SW1H 9EA
THE SUPPLIER:	Xerox (UK) Limited
SUPPLIER ADDRESS:	Building 4 Uxbridge Business Park, Sanderson Road Uxbridge Middlesex UB8 1DH
REGISTRATION NUMBER:	00330754
DUNS NUMBER:	217138536
SID4GOV ID:	N/A

- This Order Form may be used when:
  - Leasing Product(s) under Lots 1 and 2 via an **Operating Lease**, and where you require support services i.e. service and maintenance under Lots 1 and 2.
  - Completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.
- If an electronic purchasing system is used instead of signing as a hard-copy, text below must be copied into the electronic order form **starting from 'APPLICABLE FRAMEWORK CONTRACT' and up to, but not including, the Signature block**
- It is essential that if you, as the Buyer, add to or amend any aspect of any Call-Off Schedule, then **you must send the updated Schedule** with the Order Form to the Supplier

## **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 18 March 2023.

It's issued under the Framework Contract with the reference number RM6174 for the provision of Multifunctional Devices (MFDs), Print and Digital Workflow Software Services and Managed Print Service Provision.

CALL-OFF LOT(S):

<b>Lot Number</b>	<b>Lot Name</b>	<b>Relevant (Yes/No)</b>
1	<i>Multifunctional Print Devices (MFDs) and Basic Print Management Software</i>	No
2	<i>Multifunctional Print Devices (MFDs), Print Management and/or Digital Workflow Software and Associated Services</i>	Yes

## **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) **RM6174**
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
  - Joint Schedule 1 (Definitions)
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Sub- Contractors)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 13 (Continuous Improvement)

Call-Off Schedules for [Call-Off reference number PR-2021-155]

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 5 (Pricing Details)
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
- Call-Off Schedule 9 (Security)

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

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- Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Call-Off Specification)
  - Call-Off Schedule 25 (Finance Lease)
5. CCS Core Terms (version 3.0.11)
  6. Joint Schedule 5 (Corporate Social Responsibility)
  7. Call-Off Schedule 4 (Call-Off Tender)

### **CALL-OFF SPECIAL TERMS**

#### **Special Term 1**

Please see the following clauses which have been amended from the original RM6174 Call-Off Schedule 13 Implementation Plan and Testing and incorporated as special terms:

2.3. Following receipt of the draft Implementation Plan from the Supplier, the Parties shall use reasonable endeavours to agree the contents of the Implementation Plan. If the Parties are unable to agree the contents of the Implementation Plan within ten (10) Working Days of its submission, then such Dispute shall be resolved in accordance with the Dispute Resolution Procedure.

2. 5 The Supplier shall monitor its performance against the Implementation Plan and Milestones (if any) and report to the Buyer on such performance at least once a week.

3. 1 Subject to Paragraph 4.3, the Supplier shall keep the Implementation Plan under review in accordance with the Buyer's instructions and ensure that it is updated at least once a week.

### **SECTION B**

#### **1. Call-Off Contract Period**

CALL-OFF START DATE: (The initial contract period excluding extension options)	16 March 2023
CALL-OFF EXTENSION PERIOD OPTIONS: (State the options to extend)	3 years 1+1
CALL-OFF EXPIRY DATE:	The end date of the initial contract term (3 years) is 15 March 2026.
MINIMUM WRITTEN NOTICE TO SUPPLIER IN RESPECT OF EXTENSION:	30 Calendar Days

## **2. Contract Performance**

### Standards and Quality

As a minimum the supplier shall meet the following standards:

- certified to Cyber Essentials Plus or equivalent standard.
- ISO27001 accredited.
- compliant with all applicable requirements of UK Data Protection Legislation (including UK GDPR) and all applicable Law about the processing of personal data and privacy

### Service Credits

Service Credits will accrue in accordance with Call-Off Schedule 14 (Service Levels).

The Service Credit Cap is: Maximum of 8% of monthly charges

The Service Period is: one Month

A Critical Service Level Failure is: Failure to provide a repair or replacement device within 8 hours twice per month over a period of 3 consecutive months and/or failure to provide new device within 5 working days twice over a period of 3 consecutive months

Any agreed Service Credits are applicable they shall be applied to variable charges only and shall not be applied against any Rentals (or any fixed charges) as detailed in Call Off Schedule 5 (Pricing Details). Should there not be sufficient charges to apply the Service Credit against in the next invoice the credit will carry forward to subsequent invoices until it is fully utilised.

## **3. Liability and Insurance**

### 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 Redacted under FOIA Section 23 (excluding VAT).

### Additional Insurances

Not applicable

#### 4. Buyer Information

##### BUYER'S INVOICE ADDRESS

Crown Prosecution Service Invoice team  
ICT Invoicing  
ICT.Invoices@cps.gov.uk  
4 South Parade, Wakefield, WF1 1LR

##### BUYER'S AUTHORISED REPRESENTATIVE

Redacted under FOIA Sec  
Head of Future Digital Contracts  
Redacted under FOIA Section 40

##### PAYMENT METHOD

The payment method for this contract shall be via Purchase Order.

#### 5. Supplier Information

##### SUPPLIER'S AUTHORISED REPRESENTATIVE

name Redacted under FOIA Section 40  
role Associate General Counsel  
email address Redacted under FOIA Section 40 and  
[CommercialGroupContracts@xerox.com](mailto:CommercialGroupContracts@xerox.com)  
address Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road,  
Uxbridge, Middlesex, UB8 1DH.

**All notices MUST also be served to the Supplier's Contract Manager – as detailed below.**

##### SUPPLIER'S CONTRACT MANAGER

name Redacted under FOIA Section 40  
role Client Manager UK Central Government  
email address Redacted under FOIA Section 40  
address Xerox (UK) Limited Building 4, Uxbridge Business Park, Sanderson Road,  
Uxbridge, Middlesex, UB8 1DH.

##### SUPPLIER REQUIREMENTS

**Supplier's inspection of Sites, Customer Property and Customer Assets:**

N/A

## 6. Other Call-Off Requirements

### TERMINATION WITHOUT CAUSE NOTICE PERIOD

As per Clause 10.2.2 of the Core Terms

In the event of early termination of this Call Off Contract for any reason by either party, other than under Clause 14.3 of Call Off Schedule 25 (Finance Lease), the Buyer shall pay the Supplier, all arrears of Rentals and the sum of all Rentals as per Call Off Schedule 5 (Pricing Details) that would (but for the termination) have been due during the remainder of the term of the Call off Contract.

### UNDISPUTED SUMS LIMIT

As per Clause 10.5 of the Core Terms

### TRAINING

Not Applicable

## 7. Social Value Commitment

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Senior Managing Counsel and Authorised Signatory	Role:	Head of Commercial - CPS
Date:	21st March 2023	Date:	17/03/2023