

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

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

CALL-OFF REFERENCE:	705558450 (DInfoCom/0226)
THE BUYER:	D Info Commercial on behalf of the Ministry of Defence
BUYER ADDRESS	D Info Commercial, Information Directorate Army Headquarters, IDL1, Blenheim Building, Marlborough Lines (South Site), Monxton Road, Andover. SP11 8HT
THE SUPPLIER:	NEC Software Solutions UK Limited
SUPPLIER ADDRESS:	1st Floor, Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire HP2 7DX
REGISTRATION NUMBER:	Company Number 968498
DUNS NUMBER:	21-750-3127
SID4GOV ID:	209109
SUPPLIER REF NUMBER:	CRM 130035 FWA 5560

**APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 29 March 2023.

It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

**CALL-OFF LOT(S):****Lot 1C Enterprise Applications - Data Collection, Storage and Management****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, and Service Definition.
2. Joint Schedule 1 (Definitions and Interpretation) RM3821.

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3. The following Schedules in equal order of precedence:

- **Joint Schedules for framework reference number RM3821**

- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 4 (Commercially Sensitive Information) - **Not Applicable**
- Joint Schedule 6 (Key Sub Contractors) - **Not Applicable**
- Joint Schedule 7 (Financial Difficulties) - **Not Applicable**
- Joint Schedule 8 (Guarantee) - **Not Applicable**
- Joint Schedule 9 (Minimum Standards of Reliability) - **Not Applicable**
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing Data)

- **Call-Off Schedules for 705558450 (DInfoCom/0226)**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer) – Part C and E only apply.
- Call Off Schedule 3 (Continuous Improvement) – **Not Applicable**
- Call Off Schedule 4 (Call-Off Tender) – **Not Applicable**
- Call Off Schedule 5 (Pricing Details) – **Not Applicable**
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 7 (Key Supplier Staff) – **Not Applicable**
- Call-Off Schedule 8 (Business Continuity and Disaster Recovery) – **Not Applicable**
- Call-Off Schedule 9 (Security) – **Not Applicable**
- Call-Off Schedule 10 (Exit Management) – **Not Applicable**
- Call-Off Schedule 11 (Installation Works) – **Not Applicable**
- Call-Off Schedule 12 (Clustering) – **Not Applicable**
- Call-Off Schedule 13 (Implementation Plan and Testing) – **Not Applicable**
- Call-Off Schedule 14 (Service Levels) – **Not Applicable**
- Call-Off Schedule 15 (Call Off Contract Management) – **Not Applicable**
- Call-Off Schedule 16 (Benchmarking) – **Not Applicable**
- Call-Off Schedule 17 (MOD Terms) – **Not Applicable**
- Call-Off Schedule 18 (Background Checks) – **Not Applicable**
- Call-Off Schedule 19 (Scottish Law) – **Not Applicable**

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- Call-Off Schedule 20 (Call Off Specification) – **Not Applicable**
  - Call-Off Schedule 21 (Supplier-Furnished Terms) – **Not Applicable**
4. CCS Core Terms (version 3. 0.3)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM3821

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 Terms 1 to 8 inclusive (all as set out in the Framework Award Form and set out below for ease of reference):

Special Term 1	Core Terms Clause 2.7 - Delete the last sentence
Special Term 2	Core Terms Clause 7.2 Delete "Where a Buyer decides" and replace with: "Where in a Buyer's reasonable opinion".
Special Term 3	<p>Core Terms Clause 10.3.2 - Delete current text and insert:</p> <p>Each Buyer has the right to terminate their Call-Off Contract at any time without reason or liability by giving the Supplier not less than the minimum period of notice specified in the Order Form and if it's terminated Clause 10.5.2 to 10.5.7 applies.</p> <p>The Authority shall be entitled to exercise any of the following rights in relation to the Contract to direct the Supplier to:</p> <ol style="list-style-type: none"> <li>a. not start work on any element of the Supplier Deliverables not yet started;</li> <li>b. complete in accordance with the Contract the provision of any element of the Supplier Deliverables;</li> </ol> <p>The Authority shall (subject to the Supplier's compliance with any direction given by the Authority as above) indemnify the Supplier against any commitments, liabilities or expenditure which would otherwise represent an unavoidable loss by the Supplier by reason of the termination of the Contract, subject to:</p> <ol style="list-style-type: none"> <li>a. the Supplier taking all reasonable steps to mitigate such loss; and</li> <li>b. the Supplier submitting a fully itemised and costed list of such loss, with supporting evidence, reasonably and actually incurred by the Supplier as a result of the termination of the Contract or relevant part.</li> </ol> <p>The Authority's total liability under the provisions of this Special Term shall be limited to the total price of the Supplier Deliverables payable under the contract, including any sums paid, due or becoming due to the Supplier at the date of termination.</p>
Special Term 4	Core Terms Clause 11.7 - Delete the first bullet point.
Special Term 5	<p>Core Terms Clause 14.1 - Delete the Clause and replace with:</p> <p>"The Parties acknowledge that for the purposes of the Data Protection Legislation, the Relevant Authority is the Controller and the Supplier is the Processor unless otherwise specified in Joint Schedule 11."</p>
Special Term 6	Joint Schedule 11 (Processing Data) – Insert:

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	<p>"In connection with the Personal Data received under the Contract, each Party undertakes to comply with its obligations under Data Protection Legislation and in particular, but without limitation, each Party shall have regard to guidance issued by the Information Commissioner's Office and take appropriate technical and organisational measures against unauthorised or unlawful Processing of Personal Data provided to it by the other Party, and against accidental loss, alteration, unauthorised disclosure or destruction of or damage to that Personal Data."</p>
Special Term 7	<p>Joint Schedule 11 (Processing Data) – Insert:</p> <p>"The Contractor shall designate a Data Protection Officer if required by the Data Protection Legislation"</p>
Special Term 8	<p>Schedule 6 ICT – Insert:</p> <ul style="list-style-type: none"> <li>(i) the Supplier's standard licence terms shall apply to any Software Licences to be provided and any Third Party Software shall be provided on the Third Party Provider's standard terms.</li> <li>(ii) The parties agree that no Specially Written Software is being provided under this Call-Off Contract;</li> <li>(iii) in relation to Paragraph 5.1 the Buyer's interfaces requirements shall mean those interfaces in existence as at the Start Date of this Call-Off Contract; and</li> <li>(iv) the Buyer is hosting the Software in it's own Microsoft Azure environment and the Supplier is not providing hosting services.</li> </ul>

**CALL-OFF START DATE:** 29 March 2023

**CALL-OFF EXPIRY DATE:** 28 March 2024

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

**OPTIONAL EXTENSION PERIOD:** 3 x 12 Months

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**CALL-OFF DELIVERABLES****1. Software Licences**

Software	Version Number	Licence Term	
		Start Date	End Date
<b>NPS Software:</b> Oracle to SQL Server Proprietary conversion tool	N/A	On signature of this Call-Off Contract	Perpetual

**2. Support & Maintenance Services**

Support and Maintenance to be provided for the duration of the Core Contract Period and any Optional Extension Period for the Charter Modules CHIS, Comms and Surveillance as detailed in the accompanying Service Definition document:

**[REDACTED]**

**3. Implementation Services including deployment into the Buyer's Microsoft Azure environment**

A description is set out in the following Statement of Work document:

**[REDACTED]**

Each of the above products and services shall, regardless of any other provision in the Call Off Contract, be provided in accordance with and subject to the provisions of the Service Definition.

**4. Detailed Scope of Deliverables**

The Buyer is purchasing standard COTS Software. The functionality of the Charter Covert Software shall be as per the following document only:

**[REDACTED]**

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**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms, save that the words “no more than the greater of £5 million or” are deleted and the Estimated Year 1 Charges used to calculate liability. The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[REDACTED]**.

**CALL-OFF CHARGES**

- **Implementation:** **[REDACTED]** (estimated; see below) ex VAT fixed price based on the scope set out in the Statement of Work embedded above. Payable in accordance with the following milestone payments.

**[REDACTED]** invoiced on Call-Off Contract Signature.

Up to **[REDACTED]** invoiced Monthly in arrears as delivered on a Time and Materials basis. Should any further Professional Services Days be required beyond this initial estimate, these shall be agreed as a Variation to this Call-Off Contract at the then current prevailing rate.

The Supplier shall use all reasonable endeavours to provide the Services in accordance with a High Level implementation plan to be agreed between the parties within four weeks of Call-Off Contract Signature

- **Travel and Subsistence (T&S):** for any on-site attendance, up to a maximum of **[REDACTED]** in totality, during the Core twelve (12) month Contract, to be charged monthly as incurred at a fixed rate of **[REDACTED]** per person per Working Day where services are provided on the Buyer's premises, and as agreed on an Ad Hoc basis with SPCB teams Senior Desk Officer Paula Foresheew.
- **Licence Charge:** **[REDACTED]**  
Payable as a single charge of **[REDACTED]** on Call-Off Contract Signature.
- **Annual Support & Maintenance Charge:** **[REDACTED]**  
Payable as an annual charge of **[REDACTED]** ex VAT on Call-Off Contract Signature.

**TOTAL Core Charges:** FIRM price **[REDACTED]** for the Initial Core twelve (12) Month Period.  
**[REDACTED]** (Not to exceed) for T&S.

**OPTION Year Charges:** 3 x twelve (12) month Optional Extension Period(s), currently Unfunded at  
Extension Year 1 **[REDACTED]**  
Extension Year 2 **[REDACTED]**  
Extension Year 3 **[REDACTED]**

For clarity, the Charges set out in this Call Off Contract assume that TUPE will not apply on commencement of service delivery. Regardless of any other provision of the Call-Off Contract, the Supplier may adjust its Charges to reflect any additional costs incurred if any employees unexpectedly transfer to the Supplier.

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All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

Notwithstanding the above, the annual Call-Off Charges for Support & Maintenance are FIRM for the Core Contract Term, thereafter at the start of any Optional Extension Period such Charges shall be increased for each anniversary since the Call Off Start Date and then re-FIRMED for the Optional Extension Period. The annual increase will not exceed the annual percentage increase in the Retail Prices Index (RPI) as calculated in the preceding June or preceding December, whichever is closer to the date indexation is due to be applied.

### REIMBURSABLE EXPENSES

Recoverable at the day rate specified in the Call-Off Contract up to a maximum value of [REDACTED]

### PAYMENT METHOD

Payment will be by the MOD's Contracting, Purchasing & Finance (CP&F) electronic procurement tool. In the event that the requirement to use any such system involves the Supplier incurring any third party charges, the Supplier shall be entitled to recover all such amounts from the Buyer.

Payment for Contractor Deliverables will be made by electronic transfer and prior to submitting any claims for payment under clause 2 the Contractor will be required to register their details (Supplier on-boarding) on the Contracting, Purchasing and Finance (CP&F) electronic procurement tool via the current supported CP&F gateway.

Upon placing the order, the Buyer shall as soon as reasonably practicable provide the Supplier with the applicable PO number and shall make the PO out to NEC SOFTWARE SOLUTIONS UK LIMITED and quote the NECSWS Reference at the top of page 1 above. The PO reference number should be emailed to [REDACTED]

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All invoices shall be submitted against the PO via the Supplier's Exostar account. All invoices shall reference the PO reference number.

### BUYER'S INVOICE ADDRESS:

Paula Foreshow

[REDACTED]

SO1 information Systems, Headquarters Provost Marshal (Army), Ramillies Building, Marlborough Lines, Monxton Road, Andover SP11 8HJ

### BUYER'S AUTHORISED REPRESENTATIVE

Lindsay McGavin

[REDACTED]

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Army Commercial (DInfo), Information Directorate, Army Headquarters, Blenheim Bldg,  
Marlborough Lines, Monxton Road, Andover, SP11 8HT

**BUYER'S ENVIRONMENTAL POLICY – Not Applicable**

**BUYER'S SECURITY POLICY**

As per the Security Aspects Letter.

The Cyber Risk Assessment Reference for this requirement is RAR-897566727 (Not applicable).

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Sue Holloway  
Director, Business Development

[REDACTED]

**SUPPLIER'S CONTRACT MANAGER**

Paul Jackson  
Contract Manager

[REDACTED]

**PROGRESS REPORT FREQUENCY**

During Implementation – Monthly

**PROGRESS MEETING FREQUENCY**

During Implementation – Monthly

**KEY STAFF – Not Applicable**

**KEY SUBCONTRACTOR(S) – Not Applicable**

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing breakdown.

**SERVICE CREDITS – Not Applicable**

**GUARANTEE – Not Applicable**

**SOCIAL VALUE COMMITMENT - Not Applicable**



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**MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION – 12 months**

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
<b>Signature:</b>	[REDACTED]	<b>Signature:</b>	[REDACTED]
<b>Name:</b>	Charlotte Langley	<b>Name:</b>	Sophie Davis
<b>Role:</b>	Legal Counsel	<b>Role:</b>	Army Comrcl Projects (Procure) TL
<b>Date:</b>	29 March 2023	<b>Date:</b>	29 March 2023