

SCHEDULE 3
TEMPLATE CALL-OFF CONTRACT COVER SHEET

Call-Off Contract Cover Sheet		
COMMENCEMENT DATE*	, <i>and if left blank then the last date of signature below</i>
THE COMPANY REFERENCE NUMBER* TO BE QUOTED ON ALL CORRESPONDENCE RELATING TO THIS CALL OFF CONTRACT		PDSCN-148-2021
TIME LIMIT FOR ACCEPTANCE		This Call-Off Contract Cover Sheet must be accepted by the Supplier by 18/10/202
BETWEEN:	Customer *	The Commissioners for His Majesty's Revenue and Customs 100 Parliament Street Westminster London SW1A 2BQ
	SUPPLIER*	Sepura Ltd 9000 Cambridge Research Park Beach Drive Waterbeach Cambridge CB25 9TL

BACKGROUND

- (A) The Company (as defined in Schedule 1 of the Call-Off Terms and Conditions) placed a contract notice (reference 2022/S 000-015469 on 06 June 2022 in the Find a Tender Service seeking tenders from suppliers for TETRA Airwave Terminal Products and Services to the contracting authorities under a framework agreement.
- (B) A framework agreement was entered into by the Supplier and the Company for the provision of TETRA Airwave Terminal Products and Services with commencement date of 01 January 2023 ("**Framework Agreement**").
- (C) Under the Framework Agreement, the Contracting Authorities (as defined in the Framework Agreement) may enter into call-off contracts for TETRA Airwave Terminal Products and Services.
- (D) In accordance with the terms of the Framework Agreement, the Authority and the Supplier wish to enter into this call-off contract for the supply of the Goods and Services as referred to in this Call-Off Contract Cover Sheet (and as further defined and described in Schedule 1 of the Call-Off Terms and Conditions).
- (E) This call-off contract (also referred to as 'this Agreement' in the Call-Off Terms and Conditions) is made up of:
- this Call-Off Contract Cover Sheet;
 - the Call-Off Terms and Conditions (which are in Schedule 4 of the Framework Agreement and are hereby incorporated into this call-off contract by reference); the Clauses/paragraphs and Schedules of the Framework Agreement as referred to in the Call-Off Terms and Conditions, and which apply and are hereby incorporated into this call-off contract by reference;
 - the Supplier EULA approved by the Company pursuant to clause 4 of the Framework Agreement. The Supplier must not include or attach (in any way) any additional End User Licence Agreements ("EULA") to the Call-Off Contract Cover Sheet or any subsequent Order Forms that have not been approved by the Company; and
 - Any subsequent Order Forms.
- (F) This call-off contract is entered into under and subject to Schedule 5 of the Framework Agreement.

IT IS AGREED as follows:

(All * entries are mandatory. Other entries are optional)

Initial Period*	01/11/2023 -31/12/2026
Extension Period	nil
Goods and Services*	Available Goods and Services as set out in the Framework Agreement Catalogue (current version)
Agreement Charges*	Charges for the Call-Off Contract are based on the prices and method of calculation as set out in the Framework Agreement Schedule 2 (Framework Pricing).
Delivery Location / Customer Premises*	As detailed on each Customer Order Form
Delivery Date*	As agreed with Supplier and detailed on each Customer Order Form

Estimated Year 1 Contract Charges*	Total value of Customer new POs raised between 01 August 2023 and 31 July 2024
Customer Representative* <i>(Contact title, Address, Tel and Email)</i> <i>(This may refer to the Managing Agent for Customer Call-Off Contracts)</i>	For the attention of: [REDACTED] Postal address: [REDACTED] [REDACTED] Telephone = [REDACTED] Email address: [REDACTED]
Supplier Account Manager* (Contact title, Address, Tel and Email)	For the attention of: [REDACTED] Postal address: 9000 Cambridge Research Park Beach Drive Waterbeach Cambridge CB25 9TL Email address: [REDACTED]
Additional Key Roles and Key Personnel	[REDACTED] [REDACTED] Telephone = [REDACTED] email = [REDACTED]
Notices details*	[REDACTED] [REDACTED]
Undisputed Sum Limit* <i>Excluding VAT</i>	<p>In consideration of the Supplier performing its obligations under this Agreement, (including the provision of the Goods and Services), the Customer shall pay the undisputed Charges in accordance with this Clause 27.1.3, the Call-Off Contract Cover Sheet and any subsequent Order Form, Schedule 1 (Charges and Invoicing) of this Agreement and Schedule 2 (Framework Pricing) of the Framework Agreement.</p> <p>Except as otherwise expressly set out in Schedule 1 (Charges and Invoicing) of this Agreement, each Party shall bear its own costs and expenses incurred in respect of compliance with its obligations under this Agreement.</p> <p>If the Customer fails to pay undisputed Charges properly invoiced under and in accordance with this Agreement, the Supplier shall have the right to charge interest on the overdue amount at the applicable rate under the Late Payment of Commercial Debts (Interest) Act 1998 from when the overdue amount became due until it is paid, whether before or after judgment.</p>
Customer Addressee for Invoices*	[REDACTED]
Additional Invoicing Support Information	N/A

Additional Records, Management Information, Reporting and Monitoring requirements	<p>Monthly updates of catalogue for myBuy team to upload to give end users and Management visibility of 'current stock levels. The updated catalogue must be issued 5 working days in advance for myBuy team to schedule updating the system for Customers to make requisitions</p> <p>Monthly spend update with 5 working days of month end for customer representative can review.</p>
Additional Standards	Throughout the Term, the Supplier shall notify the Customer of any new or emergent standards which could affect the Supplier's provision, or the receipt or use by the Customer, of the Goods and/or Services. The adoption of any such new or emergent standard or changes to existing Standards shall be agreed in accordance with the Variation Procedure.
Additional Governance Requirements	N/A
Additional Vetting Requirements	Refer to Framework clause 13 and Call off clause 34.
Additional Business Continuity / Disaster Recovery Requirements	In the event of business continuity such as Covid restrictions, items will be sent to a Central point and issued to customers from there to reduce the security implications.
Customer Specific Key Roles and/or Key Personnel	██████████ for day-to-day contact and initial resolution of issues with ██████████ as the next level of escalation if required.
Additional Exit Requirements	N/A
Additional Commercially Sensitive Information	
Key Sub-Contractors	<p>This table is in addition to the Key Sub-contractors table in Schedule 7 (Pre-Approved Key Sub-contractors) in the Framework Agreement:</p> <p>N/A</p>
Amendments to the Call-Off Terms and Conditions	HMRC Mandatory terms as previously agreed in previous contract.

Such changes subject to restrictions under the Public Contracts Regulations 2015, and subject to restrictions permitted in the Ordering Procedure

Security Questionnaire

APPENDIX – CALL-OFF STATEMENT OF REQUIREMENTS

(forms part of the Statement of Requirements)

[INSERT – SEE ORDERING PROCEDURE IN SCHEDULE 5 TO THE FRAMEWORK AGREEMENT AND TABLE BELOW.]

Customer Specific Deliverables	See attached Table A
Additional Planned Downtime / Maintenance Requirements	N/A
Additional Customer Specific Service Levels	Updated Sepura Tetra Price Book Overt Portfolio and Covert Portfolio version to be issued in advance of when Sepura plan changes so HMRC can upload Catalogue for end users.
Implementation Plan	N/A
Customer Specific Milestone(s)	N/A

APPENDIX - MINI TENDER

(forms part of the Supplier Solution)

N/A – each Customer Order Form is issued and subject to the direct award procedure as set out in Schedule 5 (Ordering Procedure), Section 3 (Direct Award Without Re-Opening Competition)

of the Framework Agreement.

SCHEDULE 5 TO THE FRAMEWORK AGREEMENT]

APPENDIX - DATA PROCESSING*

The contact details of the Authority Data Protection Officer is [REDACTED]

The contract details of the Supplier Data Protection Officer are: [REDACTED]

The Supplier shall comply with any further written instructions with respect to Processing provided by the Authority.

Any such further instructions shall be incorporated into this Schedule.

Description Of Authorised Processing	Details (All rows are mandatory)
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Laws, the Authority is the Controller and the Supplier is the Processor in accordance with Clause 37.1 (Data Protection) of this Agreement.
Subject matter of the processing	TETRA Airwave Terminal Products and Services
Duration of the processing	Refer to Initial Period above
Nature and purposes of the processing	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection) <i>The nature of the processing means any operation such as collection, recording, organisation, use, disclosure by transmission, otherwise making available, alignment or combination, erasure or destruction of data (whether or not by automated means) etc.</i> <i>The purpose might include: processing of details(name and address to issue requested equipment.</i>
Type of Personal Data	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection) <i>name, address of customer</i>
Categories of Data Subject	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection) <i>customers/ client,</i>
Plan for return and destruction of the data once the processing is complete UNLESS requirement under union or member state law to preserve that type of data	Refer to Call Off Contract Terms and Conditions Clause 37 (Data Protection) <i>Data will be retained for duration of contract on exit data will be returned or destroyed as part of the exit management plan</i>

APPENDIX – NOTIFIED SUB-CONTRACTORS

N/A

THE PARTIES HERETO HAVE ENTERED INTO THIS CALL-OFF CONTRACT BY THE SIGNATURE OF THEIR DULY AUTHORISED REPRESENTATIVES, EFFECTIVE FROM THE COMMENCEMENT DATE

SIGNED BY

.....(*print
name*)

.....(*signature*)

.....(*title*)

FOR AND ON BEHALF OF THE
COMMISSIONERS FOR HIS MAJESTY'S
REVENUE AND CUSTOMS

.....(*date*)

SIGNED BY

.....(*print
name*)

.....(*signature*)

.....(*title*)

FOR AND ON BEHALF OF
SEPURA LTD

.....(*date*)

END OF CALL-OFF CONTRACT COVER SHEET