# **Order Form**

CALL-OFF REFERENCE: 709923450

THE BUYER: Ministry of Defence (MOD) Defence Digital on

behalf of the Secretary of State for Defence

BUYER ADDRESS

9NR

MOD Corsham, Westwells Road, Corsham, SN13

THE SUPPLIER: SSS Public Safety Limited

SUPPLIER ADDRESS: C/O NEC Software Solutions, Suite 101 1st Floor Imex Centre, 575-599 Maxted Road, Hemel Hempstead, Hertfordshire, England, HP2 7DX

REGISTRATION NUMBER: 13052116

DUNS NUMBER: 227498576

SID4GOV ID:

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated the date upon which the last party signs this Order Form as set out below.

It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 5: Blue Light Solutions

CALL-OFF INCORPORATED TERMS

This is a Silver Contract.

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:

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- 1. This Order Form including the Call-Off Special Terms and Call-Off Special Schedules and Service Definition (embedded below at Call-Off Deliverables).
- 2. Joint Schedule 1 (Definitions and Interpretation) RM6259
- 3. Framework Special Terms
- 4. The following Schedules in equal order of precedence:
  - Joint Schedules for RM6259
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for 709923450
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer) Part C
    - Call-Off Schedule 3 (Continuous Improvement)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff)
    - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
    - Call-Off Schedule 9 (Security)
    - Call-Off Schedule 10 (Exit Management)
    - 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 17 (MOD Terms)
    - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
- 7. Call-Off Schedule 24 (Supplier-Furnished Terms)
- 8. Call-Off Schedule 4 (Call-Off Tender) as long as any parts of the Call-Off Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above; and save that where there is any conflict between the terms of Call-Off Schedule 20 (Specification)\_and Call-Off Schedule 4 (Call-Off Tender) the provisions of Call-Off Schedule 4 (Call-Off Tender) shall take precedence.

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.

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

- 1. See details in Call-Off Schedule 17 (MOD Terms)
- 2. Notwithstanding anything else specified in the Agreement, the Relevant Authority can extend the Contract for the Extension Period by giving the Supplier no less than 6 Months' written notice before the Contract expires. This is subject to Buyers internal approvals process.

CALL-OFF START DATE: 01.06.2024

CALL-OFF EXPIRY DATE: 31.05.2026

CALL-OFF INITIAL PERIOD: 2 Years

CALL-OFF EXTENSION PERIOD: 1 x 12 Months

#### **CALL-OFF DELIVERABLES**

See details in Call-Off Schedule 4 (Call-Off Tender)

A description of each of the Deliverables listed in the Call-Off Schedule 4 are set out in the Service Definition below:

#### MAXIMUM LIABILITY

The Data Protection Liability Cap is

#### **CALL-OFF CHARGES**

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

Total Contract value during the Initial Period is £3,033,117 Ex VAT, subject to the amount payable for Payment 4 in Table 2 of Schedule 5.

REIMBURSABLE EXPENSES
See details in Call-Off Schedule 5 (Pricing Details)
PAYMENT METHOD

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The Supplier will continue to use the Purchasing and Finance (CP&F) System for the Authority. A Joint Schedule 2 Variation Form will need to be raised for any future request for an alternative ordering and billing system to be used. The Supplier reserves the right to pass on to the Buyer any additional costs it incurs in respect of such alternative payment method.

Upon placing the order, the Buyer shall provide the Supplier with the applicable Purchase Order numbers prior to the invoice being raised. If the Supplier does not receive the PO, the Supplier shall have the right to validly raise invoice(s) against the order in accordance with the payment terms set out herein.

#### **BUYER'S INVOICE ADDRESS:**

MOD Defence Digital,

Building 405



#### BUYER'S AUTHORISED REPRESENTATIVE



#### **BUYER'S ENVIRONMENTAL POLICY**

Health, Safety and Environmental Protection in Defence 02 April 2020 <u>-Health, safety and environmental protection in defence policy statement</u> (publishing.service.gov.uk)

#### **BUYER'S SECURITY POLICY**

In addition to Call-Off Schedule 9 (Security), the Supply shall comply and adhere to the Buyer Security Policies as set out in the Security Aspect Letter (SAL).

#### SUPPLIER'S AUTHORISED REPRESENTATIVE



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# PROGRESS REPORT FREQUENCY

As part of the relevant Board Meeting

#### PROGRESS MEETING FREQUENCY

As per Call-Off Schedule 15 – Call-Off Contract Management: monthly Service Review Meetings

#### **KEY STAFF**

Not applicable

Key Roles:

- Contract Manager
- Project Manager
- Service Delivery Manager
- Engineering Director

# KEY SUBCONTRACTOR(S)

Not applicable

#### COMMERCIALLY SENSITIVE INFORMATION

See details in Joint Schedule 4: Commercially Sensitive Information

#### SERVICE CREDITS

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

The Service Period is:

A Critical Service Level Failure is:

#### ADDITIONAL INSURANCES

As per Joint Schedule 3 (Insurance Requirements)

#### **GUARANTEE**

The Supplier must have a Call-Off Guarantor to guarantee their performance using the form in Joint Schedule 8 (Guarantee)

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## 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 5 (Corporate Social Responsibility)]

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

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