

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

## **Part A**

### **Order Form Template**

CALL-OFF REFERENCE: PROC 404-2022 (ArcGIS and associated datasets and data services)

THE BUYER: Competition and Markets Authority

BUYER ADDRESS The Cabot  
Cabot Square,  
London  
E14 4QZ

THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS: Millennium House  
65 Walton Street  
Aylesbury  
Buckinghamshire  
HP21 7QG

REGISTRATION NUMBER: 01288342

DUNS NUMBER: 226271518

SID4GOV ID: 213021

#### **APPLICABLE FRAMEWORK CONTRACT**

This Order Form is for the provision of the Call-Off Deliverables and dated 12 April 2022.

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

CALL-OFF LOT(S): Lot number 2b

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

Crown Copyright 2018

**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) RM3821
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 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for PROC 404-2022 (ArcGIS and associated datasets and data services)
    - Call-Off Schedule 1 (Transparency Reports)
    - Call-Off Schedule 2 (Staff Transfer)
    - Call-Off Schedule 5 (Pricing Details)
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 20 (Call-Off Specification)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 4 (Call-Off Tender), namely the Supplier Tender Response document with reference 'Competition and Markets Authority; PROC 404 – 2022; ArcGIS and associated datasets and data services' dated 22 April 2022.

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:

This contract shall be subject to Agreement Framework Reference RM3821 (Data and Application Solutions, Lot 2b) – Contract Terms as amended or supplemented by the additional CMA Terms and Conditions included at Annex 8 to the ITT, other than the section on Indemnities and Insurance at Annex 8 to the ITT which shall not apply.

In the event of conflict between the Agreement Framework Reference RM3821 (Data and Application Solutions, Lot 2b) – Contract Terms and any additional CMA Terms and Conditions set out at Annex 8 to the ITT, then the following order of precedence shall apply (in decreasing order of priority):

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

Crown Copyright 2018

- Letter of Appointment/Contract Award Letter
- CMA Additional Terms and Conditions other than the section on Indemnities and Insurance at Annex 8 to the ITT which shall not apply
- Agreement Framework Reference RM3821 (Data and Application Solutions, Lot 2b) Contract Terms

The following additional Special Terms are incorporated into this Call Off Contract:

(i) COTS Software (namely the Esri Inc COTS Software), Software Support and Maintenance, and Software as a Service (namely the Esri UK Online Services: DaaS) shall be solely and exclusively licensed in accordance with the terms referenced in Call-Off Schedule 21 (Supplier-Furnished Terms).

(ii) CMA is responsible for ensuring that it is appropriately licensed for the Ordnance Survey (OS) Data through the OS PSGA.

CALL-OFF START DATE: 19<sup>th</sup> May 2022

CALL-OFF EXPIRY DATE: 18<sup>th</sup> May 2024

CALL-OFF INITIAL PERIOD: 2 (two) years

CALL-OFF OPTIONAL EXTENSION: 1 (one) year

**CALL-OFF DELIVERABLES**

As per appended Call-Off Schedule 20 (Call-Off Specification), Call-Off Schedule 4 (Call-Off Tender) and Call-Off Schedule 5 (Call-Off Price).

**MAXIMUM LIABILITY**

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

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

Crown Copyright 2018

### **CALL-OFF CHARGES**

The Charges for the Deliverables are appended Call-Off Schedule 5 (Pricing Details)

£64,232.65 (Total Price Year 1 + 2).

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.

### **REIMBURSABLE EXPENSES**

Recoverable as stated in the Framework Contract

### **PAYMENT METHOD**

The payment method for this Call-Off Contract is bacs.

The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.  
All invoices must include:

- A description of the work undertaken during the stated invoicing period along with a breakdown of costs; and
- A purchase order reference.

All invoices must be sent electronically, quoting a valid purchase order number, to: CMA Accounts Payable at the following email address: [invoices@cma.gov.uk](mailto:invoices@cma.gov.uk). In the event of a query regarding an outstanding payment you should contact CMA's Finance Team either by email to: [Finance.Team@cma.gov.uk](mailto:Finance.Team@cma.gov.uk) or by telephone on 0203 738 6144/6617. Within 10 working days of receipt of your countersigned copy of this letter, we will send you a Purchase Order (PO) with a unique PO number.

You must be in receipt of a valid PO number before submitting an invoice. To avoid delay in payment it is important that the invoice is compliant and that it includes a valid PO number, PO number item number (if applicable) and the details (name and telephone number) of your customer contact (i.e. Contract Manager). Non-compliant invoices will be sent back to you, which may lead to a delay in payment.

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

CMA Accounts Payable

[invoices@cma.gov.uk](mailto:invoices@cma.gov.uk)

### **BUYER'S AUTHORISED REPRESENTATIVE**

Technology and Business Services

Competition and Markets Authority

The Cabot

Cabot Square,

London

E14 4QZ

Framework Ref: RM3821

Project Version: V1

Model Version: v3.0

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

Crown Copyright 2018

**BUYER'S ENVIRONMENTAL POLICY**

Not applicable

**BUYER'S SECURITY POLICY**

Not applicable

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Esri UK  
Millennium House  
65 Walton Street  
Aylesbury  
Buckinghamshire  
HP21 7QG

**SUPPLIER'S CONTRACT MANAGER**

Esri UK  
Millennium House  
65 Walton Street  
Aylesbury  
Buckinghamshire  
HP21 7QG

**PROGRESS REPORT FREQUENCY**

Not applicable

**PROGRESS MEETING FREQUENCY**

Quarterly, principally by telephone, on dates to be agreed by prior agreement

**KEY STAFF**

Esri UK  
Millennium House  
65 Walton Street  
Aylesbury  
Buckinghamshire  
HP21 7QG

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

Individual unit pricing detailed in the Tender Response and Order Form. The "Total" price is not considered commercially sensitive, save where the deliverables are provided together with the total price

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

Crown Copyright 2018

**SERVICE CREDITS**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

**MINIMUM PERIOD OF NOTICE FOR NO\_FAULT TERMINATION**

6 months written notice

<b>For and on behalf of the Supplier:</b>		<b>For and on behalf of the Buyer:</b>	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:		Date:	

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

## **Part B**

### **Call-Off Schedules**

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer)
- Call-Off Schedule 4 (Call-Off Tender)]
- Call-Off Schedule 5 (Pricing Details)]
- Call-Off Schedule 6 (ICT Services)
- Call-Off Schedule 15 (Call-Off Contract Management)
- Call-Off Schedule 20 (Call-Off Specification)
- Call-Off Schedule 21 (Supplier-Furnished Terms).
- Joint Schedule 1 (Definitions)
- Joint Schedule 2 (Variation Form)
- Joint Schedule 3 (Insurance Requirements)
- Joint Schedule 10 (Rectification Plan)
- Joint Schedule 11 (Processing of Data)

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

Crown Copyright 2018

The required information for the relevant Schedules to the Call Off Contract is set out below:

- Processing of Data: Annex 1 – a) Authorised Processing Template from the Joint Schedule 11 (Processing of Data), duly populated for this Call-Off Contract.
- Supplier-Furnished Terms: Call Off Schedule 21



## Joint Schedule 11 (Processing Data)

### Annex 1 – a) Authorised Processing Template (populated for this Call-Off Contract)

<b>Call-Off Contract:</b>	<b>RM 3821</b>
<b>Date:</b>	<b>As above</b>
<b>Description Of Authorised Processing</b>	<b>Details</b>
Identity of the Controller and Processor	The Parties acknowledge that for the purposes of the Data Protection Legislation, CCS/the Customer is the Controller and the Supplier is the Processor in accordance with Clause 14.1 of the Core Terms.
Subject matter of the processing	Provision of the services and/or software as detailed in the Order Form.
Duration of the processing	For the term of the Call Off Contract.
Nature and purposes of the processing	The exchange and use of contact details in the ordinary course of business, for the purpose of contract performance in relation to the subject-matter.
Type of Personal Data	The names of the parties' employees or contractors or representatives, their respective business email and business postal addresses, and business telephone numbers), and/or their business IP addresses.

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

Crown Copyright 2018

Categories of Data Subject	The parties' employees or contractors or representatives.
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	At the choice of the Data Controller, the Data Processor shall delete or return to the Data Controller all of the Personal Data after the end of the provision of services relating to processing.

The parties do not anticipate that the Supplier will process any Personal Data on behalf of the Buyer. The information detailed in the above Table is included in case Buyer requests Supplier to process Personal Data as part of the services.

Where the Supplier is the Controller of Personal Data and provides Personal Data to the Buyer, the Buyer shall comply with the Data Protection Legislation.

## **Call-Off Schedule 21 (Supplier-Furnished Terms)**

### **Part 1A Non-COTS Third Party Software**

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 9.2.3 are detailed in Annex 1.

### **Part 1B COTS Software**

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 9.3 are detailed in Annex 2

### **Part 1C Software as a Service (SaaS) Terms**

Terms for provision of a Software as a Service solution are detailed in Annex 3.

### **Part 1D Software Support and/or Maintenance Terms**

Terms for provision of Software Support and/or Maintenance services are detailed in Annex 4.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

**Annex 1**

N/A

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

Crown Copyright 2018

**Annex 2**

Environmental Systems Research Institute, Inc. (“Esri” or “Esri Inc”) software products: the ‘Esri Inc License Agreement’ available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

For the avoidance of doubt, the Esri Data Processing Addendum referenced in the Esri Inc License Agreement is available at: <https://www.esri.com/en-us/privacy/privacy-gdpr>; direct link: <https://www.esri.com/content/dam/esrisites/en-us/media/legal/gdpr-data-processing-addendums/data-process-addend-2021-04-14.pdf>; version: G666; April 14, 2021. Where restricted transfers of Personal Data continue (or are expected to continue) after 21 March 2024, the Supplier and Buyer shall mutually agree revised terms prior to the 21 March 2024, such terms being on the basis of the new EU Standard Contractual Clauses and UK Addendum or the UK International Data Transfer Agreement.

Where Esri Inc receives account administration based personal data, it will handle such personal data in accordance with the attached Data Transfer Addendum (Controller to Controller).

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

**Annex 3**

Supplier software as a service / Supplier online services (Data as a Service): the  
'Esri UK Managed Cloud and Online Service Terms' available at:  
<https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

**Framework Schedule 6 (Order Form Template and Call-Off Schedules)**  
Crown Copyright 2018

**Annex 4**

Support and maintenance: the 'Esri UK Standard Support Policy' Available at:  
<https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.