**Framework Schedule 6 (Order Form Template and**

**Call-Off Schedules)**

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE: | itt\_4711 |
| THE BUYER: | **Public Health England** |
| BUYER ADDRESS  Bank, London SE1 8UG | Wellington House, 133-155 Waterloo Rd, South |
| THE SUPPLIER: | **XMA Ltd** |
| SUPPLIER ADDRESS: | Wilford Industrial Estate, Ruddington Lane, WilfordNottinghamNG11 7EP |
| REGISTRATION NUMBER: | 02051703 |
| DUNS NUMBER: | 298484148 |
| SID4GOV ID: | **Not Applicable** |

**[Buyer guidance:** This Order Form, when 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 09/04/2021. It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

CALL-OFF LOT(S):

o Lot 3 Software & Associated Services

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) RM6068 3. The following Schedules in equal order of precedence:

* + Joint Schedules for RM6068 o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)

* + - Joint Schedule 10 (Rectification Plan) o Joint Schedule 11 (Processing Data)
  + Call-Off Schedules for **[Insert** Call-Off reference number] o [Call-Off Schedule 14 (Service Levels) ]

1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068
3. [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.]
4. Annexes A to E Call-Off Schedule 6 (ICT Services)

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

None

CALL-OFF START DATE: **01/04/2021**

CALL-OFF EXPIRY DATE: 27/12/2021

CALL-OFF INITIAL PERIOD: **9 months**

CALL-OFF OPTIONAL EXTENSION **1 year**

PERIOD

CALL-OFF DELIVERABLES

Licenses

Core Discovery REDACTED

Application Dependency Mapping REDACTED Resource Utilisation Data REDACTED

LOCATION FOR DELIVERY

**via internet**

DATES FOR DELIVERY OF THE DELIVERABLES

**licensing to** 27/12/2021

TESTING OF DELIVERABLES

# N/A

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be [**Buyer guidance:** insert minimum warranty period. Minimum is 90 days]

MAXIMUM LIABILITY

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

**[Buyer guidance:** you can change the cap on liability in Clause 11.2 where you have made an appropriate risk assessment and sought the necessary management approvals. Unlimited liability is not permitted]

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **[Insert** Estimated Charges in the first 12 months of the Contract. The Buyer must always provide a figure here]

CALL-OFF CHARGES

Core Discovery REDACTED

Application Dependency Mapping REDACTED

Resource Utilisation Data REDACTED

Total £61,611.38

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

Charges can only be changed by agreement in writing between the Buyer and the Supplier because of a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

# Invoice

BUYER’S INVOICE ADDRESS:

Accounts Payable

PHE Porton

Manor Farm Rd,

Porton SP4 0JG

payables@phe.gov.uk

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

Procurement

PHE Colindale

61 Colindale Avenue

London

NW9 5EQ

BUYER’S ENVIRONMENTAL POLICY

available online at: https://www.gov.uk/government/publications/sustainability-inpublic-health-england]

BUYER’S SECURITY POLICY

available online athttps://www.gov.uk/government/organisations/public-healthengland/about/personal-information-charter

AUTHORISED REPRESENTATIVE

REDACTED

REDACTED

REDACTED

Wilford Industrial Estate, Ruddington Lane Wilford, Nottingham, NG11 7EP

SUPPLIER’S CONTRACT MANAGER

REDACTED

REDACTED

REDACTED

Wilford Industrial Estate, Ruddington Lane Wilford, Nottingham, NG11 7EP

PROGRESS REPORT FREQUENCY

N/A

PROGRESS MEETING FREQUENCY

N/A

KEY STAFF

N/A

KEY SUBCONTRACTOR(S)

Device 42

COMMERCIALLY SENSITIVE INFORMATION

XMA regard all information relating to our pricing, processes and people as commercially sensitive

SERVICE CREDITS

Not applicable

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

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: | REDACTED | Signature: | REDACTED |
| Name: | REDACTED | Name: | REDACTED |
| Role: | REDACTED | Role: | REDACTED |
| Date: | 13 April 2021 | Date: | 13/04/2021 |