

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

Part A

Order Form Template

CALL-OFF REFERENCE: Fire & Resilience Directorate
Quotation ref:
QUO-544884-K6N8Q2

THE BUYER: Home Office

BUYER ADDRESS
[REDACTED]
[REDACTED]
[REDACTED]

THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS:
[REDACTED]
[REDACTED]

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 24.02.2023. 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 2b

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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 this Call-Off Contract:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – not applicable
 - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 21 (Supplier-Furnished Terms)

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 START DATE: 30.03.2023

CALL-OFF EXPIRY DATE: 31.03.2024

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF EXTENSION PERIOD: 12 Months (Optional). Optional extension subject to Supplier's then current list pricing.

CALL-OFF DELIVERABLES

Software subscriptions and support/maintenance, as detailed in the Supplier's quotations:

1. For the Fire & Resilience Directorate of Buyer: Quotation ref QUO-544884-K6N8Q2. Start date: 01 April 2023; expiry: 31 March 2024.

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Products:

Product	Qty	Unit Price	Sub Total	Start Date	End Date
ArcGIS Data Interoperability for Desktop (Concurrent Use) Primary Maintenance	1.00			01-04-2023	31-03-2024
ArcGIS Desktop Advanced (Concurrent Use) Primary Maintenance	1.00			01-04-2023	31-03-2024
ArcGIS Desktop Basic (Concurrent Use) Primary Maintenance	1.00			01-04-2023	31-03-2024
ArcGIS Desktop Basic (Concurrent Use) Secondary Maintenance	3.00			01-04-2023	31-03-2024
ArcGIS Network Analyst for Desktop (Concurrent Use) Primary Maintenance	1.00			01-04-2023	31-03-2024
ArcGIS Network Analyst for Desktop (Concurrent Use) Secondary Maintenance	3.00			01-04-2023	31-03-2024
ArcGIS Spatial Analyst for Desktop (Concurrent Use) Primary Maintenance	1.00			01-04-2023	31-03-2024
ArcGIS Desktop Advanced Annual Subscription	1.00			01-04-2023	31-03-2024
ArcGIS Network Analyst for ArcGIS Desktop Annual Subscription	1.00			01-04-2023	31-03-2024

COTS Software: Esri Inc (defined below) Software: licensed in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 21 (Supplier-Furnished Terms).

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The Estimated Year 1 Charges used to calculate liability in the first Contract Year is

[REDACTED]

CALL-OFF CHARGES

The relevant charges are as per the catalogue entry.

Totals:

Fire & Resilience Directorate:

[REDACTED]

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

BACS, within 30 days from date of the applicable invoice. 1 purchase order:

Fire & Resilience Directorate:

[REDACTED]

BUYER'S INVOICE ADDRESS:

[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]
[REDACTED]

BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
[REDACTED]

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[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

As above

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in the Supplier's quotation documents and in this Order Form. The 'Total' price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:	Director	Role:	Senior Commercial Manager
Date:	28 March 2023	Date:	28/03/2023

Part B

Call-Off Schedules

- Call-Off Schedule 1 (Transparency Reports)
- Call-Off Schedule 2 (Staff Transfer) – not applicable
- Call-Off Schedule 6 (ICT Services)
- 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)

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.

Joint Schedule 11 (Processing Data)

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

Call-Off Contract:	RM 3821
Date:	As above
Description Of Authorised Processing	Details
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 IP addresses.

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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.

Supplier's sub-processors:

Buyer hereby grants Supplier written authorisation for Supplier to use sub-processors to provide the products, software or services (as applicable), including the following sub-processors:

- (i) Environmental Systems Research Institute, Inc. ("Esri Inc") (for the purpose of licensing and administering access, use and support of Esri Inc products);
- (ii) the hosting service providers which Supplier uses for its back office systems.

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.

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Annex 1

N/A

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>.

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Annex 3

N/A

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Annex 4

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