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

**Order Form**

|  |  |
| --- | --- |
| CALL-OFF REFERENCE:  | **SR504840430**  |
|   |  |
| THE BUYER:   |   | **HM Revenue & Customs**  |
| BUYER ADDRESS   |   | **Ralli Quays,** **3 Stanley Street** **Salford** **M60 9HL**  |
| THE SUPPLIER:  |   | **Iron Mountain (UK) PLC**   |
| SUPPLIER ADDRESS: |  | **Ground Floor,** **4 More London Riverside,** **London,** **United Kingdom** **SE1 2AU.**  |
| REGISTRATION NUMBER: | **1478540**  |
| DUNS NUMBER:  | 227294949  |
| SID4GOV ID:  |  |

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **Wednesday 16th February 2022.**

It’s issued under the Framework Contract with the reference number RM6175 for the provision of Records Information Management, Digital Solutions and Associated Services.

CALL-OFF LOT(S):

**Lot 5**

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) **RM6175** 3. The following Schedules in equal order of precedence:

* + Joint Schedules for **RM6175** o Joint Schedule 2 (Variation Form) o Joint Schedule 3 (Insurance Requirements) o Joint Schedule 4 (Commercially Sensitive Information)
		- Joint Schedule 6 (Key Subcontractors)
		- Joint Schedule 7 (Financial Difficulties)
		- Joint Schedule 9 (Minimum Standards of Reliability) o Joint Schedule 10 (Rectification Plan)
		- Joint Schedule 11 (Processing Data)
		- Joint Schedule 12 (Supply Chain Visibility)
		- Joint Schedule 13 (Continuous Improvement)
		- Joint Schedule 14 (Benchmarking)

* + Call-Off Schedules for **RM6175** o Call-Off Schedule 1 (Transparency Reports)
		- Call-Off Schedule 2 (Staff Transfer) o Call-Off Schedule 5 (Pricing Details) o Call-Off Schedule 6 (ICT Services) o Call-Off Schedule 7 (Key Supplier Staff)
		- Call-Off Schedule 8 (Business Continuity and Disaster Recovery]
		- Call-Off Schedule 9 (Security) o Call-Off Schedule 10 (Exit Management) o Call-Off Schedule 13 (Implementation Plan and Testing) o Call-Off Schedule 14 (Service Levels) o Call-Off Schedule 15 (Call-Off Contract Management) o Call-Off Schedule 18 (Background Checks) o Call-Off Schedule 20 (Call-Off Specification)
		- Call-Off Schedule 23 (HMRC)

1. CCS Core Terms (version 3.0.10)
2. Joint Schedule 5 (Corporate Social Responsibility) **RM6175**
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.

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:

Call-Off Schedule 24 Social Value

|  |  |  |
| --- | --- | --- |
| CALL-OFF START DATE:   |   | **1st June 2022**  |
| CALL-OFF EXPIRY DATE:   |   | **31st May 2027**  |
| CALL-OFF INITIAL PERIOD:  |   | 5 Years, 0 Months]  |

CALL-OFF DELIVERABLES

See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

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

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is **£438,121.00**

CALL-OFF CHARGES

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

 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:

* Indexation
* Specific Change in Law

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

HMRC use an e-Trading Portal MyBuy (provided by SAP Ariba) to manage all ongoing financial transactions with its suppliers.

BUYER’S INVOICE ADDRESS:

HMRC Financial Shared Services

Accounts Payable payments.team@hmrc.gov.uk

B Spur, South Block

Barrington Road

Worthing West

Sussex

BN12 4XH

BUYER’S AUTHORISED REPRESENTATIVE

Tom Naylor

Assistant Director Sourcing tom.naylor@hmrc.gov.uk HMRC Commercial Directorate

Ralli Quays

3 Stanley Street

Salford M60 9HL

BUYER’S ENVIRONMENTAL POLICY

Data Room 11 -

HMRC Estates Enviro

The parties agree that all environmental reporting shall be conducted by the Supplier on a global basis.

BUYER’S SECURITY POLICY

Appended at Call-Off Schedule 9

SUPPLIER’S AUTHORISED REPRESENTATIVE

Craig Short

UK Head of Public Sector cshort@ironmountain.co.uk

4 More London Riverside

London

SE1 2AU

SUPPLIER’S CONTRACT MANAGER

Paul Franklin Relationship Manager

p.franklin@ironmoutain.co.uk

4 More London Riverside

London

SE1 2AU

PROGRESS REPORT FREQUENCY

On the eleventh Working Day of each calendar month

PROGRESS MEETING FREQUENCY

Monthly on the eleventh Working Day of each calendar month

KEY STAFF

Suppliers Key Staff to be agreed with Client and discussed through the Commercial Contract Management and SRM process.

KEY SUBCONTRACTOR(S)

Shred-It Limited

CitySprint (UK) Limited

Iron Mountain (UK) Services Limited

COMMERCIALLY SENSITIVE INFORMATION

Supplier’s 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 Credit Cap is: £2191.00.

The Service Period is: one Month

A Critical Service Level Failure is:

* + **IT Services/Records and Information Management System (RIMS):** All users cannot access the RIMS (downtime) which compromises the confidentiality, integrity and availability of system data records
	+ **Physical storage facility:** Supplier unable to gain access to their site and retrieve HMRC physical records, compromising the confidentiality, integrity and availability of HMRC physical records
	+ **Security**: Significant security and data protection incident e.g. data breach or supplier destroying HMRC records in error

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) and Call-Off Schedule 24 (Social Value).

|  |  |
| --- | --- |
| **For and on behalf of the Supplier:**  | **For and on behalf of the Buyer:**  |
| Signature:  |   | Signature:  |   |
| Name:  | PHIL SHEPLEY  | Name:  | TOM NAYLOR  |
| Role:  | Iron Mountain (UK) PLC  | Role:  |  HMRC Commercial Directorate  |
| Date:  |  17 February 2022 | Date:  |  17 February 2022 |