

CALL OFF SCHEDULE 12: VARIATION FORM

No of Call Off Order Form being varied: CPD4119155

Variation Form No: 5

BETWEEN:

Ministry of Housing, Communities & Local Government ("**the Customer**")

and

Exela Technologies Limited ("**the Supplier**")

1. This Call Off Contract is varied as follows:

This Call Off Contract is varied in accordance with the provisions of the Framework Agreement for the provision of a Right To Buy Contact Centre Service. The Service is incorporated into the Call-off Contract utilising Part D 22 – Change, Paragraph 22.1 - Variation and Call Off Schedule 12, Variation Form, and forms the Agreement between the Customer and Supplier to take on this additional Service.

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Call Off Contract Variation Form No 5.

For the avoidance of doubt this Call Off Contract consists of the terms set out in this Call Off Order Form and the Call Off Terms.

- a) Section B of the Call Off Order Form is amended specifically to incorporate the Right To Buy Contact Centre service as follows.

CALL OFF CONTRACT PERIOD

1.1.	Commencement Date: The Right To Buy Contact Centre service will go live on 1 April 2021 .
	Expiry Date: The Initial Service term is until 31 March 2022 . There are options to extend the Service for two further one-year periods until 31 March 2023 and 31 March 2024 respectively. Minimum written notice to Supplier in respect of any extension: Three months.

GOODS AND/OR SERVICES

2.1	Goods and/or Services required: In Call Off Schedule 2 (Goods and/or Services): shall be amended as follows. 1. Add to Call Off Schedule 2 (Goods and /or Services): Appendix A – Right To Buy Contact Centre Service Specification (Nov 2020) Final
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IMPLEMENTATION PLAN

3.1.	Implementation Plan: As set out in Appendix A – Right To Buy Contact Centre Service Specification (Nov 2020) Final and Appendix B - Exela RTB Proposal (Dec 2020) (<i>REDACTED</i>)
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CONTRACT PERFORMANCE

4.1.	Standards: <i>In Call Off Schedule 1 (Definitions), shall include.</i> The following Standards are to be maintained by the Supplier ISO 27001 Cyber Essentials
4.2	Service Levels: In Annex 1 of Part A of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring): shall be amended as follows. In Section 16, Appendix A – Right To Buy Contact Centre Service Specification (Nov 2020) Final Service Credit Cap (Call Off Schedule 1 (Definitions)): Not applied Customer periodic reviews of Service Levels (Clause 13.7 of the Call Off Terms): shall be amended to one (1) month's notice.

4.3	Critical Service Level Failure: (Clause 13.7.1 of the Call Off Terms) In relation to the Right To Buy Contact Centre a Critical Service Level Failure shall include a loss of telephony service during core hours (08:00 – 18:00 Mon – Fri excluding bank holidays) to the Right To Buy Contact Centre for more than twenty four (24) hours accumulated in any three (3) Month period, or forty eight (48) hours in any rolling twelve (12) Month period.
4.4	Performance Monitoring: In Part B of Call Off Schedule 6 (Service Levels, Service Credits and Performance Monitoring): shall be amended as follows In Section 16, Appendix A – Right To Buy Contact Centre Service Specification (Nov 2020) Final.
4.5	Period for providing Rectification Plan: A period of ten (10) Working Days as stated in Clause 38.2.1(a).

PERSONNEL

5.1	Key Personnel: Supplier- Role: Account Manager Name: <REDACTED> Additional roles as set out in Section 4 of Appendix B - Exela RTB Proposal (Dec 2020) (REDACTED). Customer- Role: Contract Manager - Name: <REDACTED>
5.2	Relevant Convictions (Clause 27.2 of the Call Off Terms): None

PAYMENT

6.1	Call Off Contract Charges (including any applicable discount(s), but excluding VAT): In Annex 1 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): shall be amended as follows; Insert Charges for provision of Right To Buy Contract Centre service as set out in: Appendix C - RTB Price Schedule v5 (REDACTED).
6.2	Payment terms/profile (including method of payment e.g. Government Procurement Card (GPC) or BACS): In Annex 2 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing): shall be amended to include the process set out in Section 19 of Annex A – Right To Buy Contact Centre Service Specification (Nov 2020) Final. The Supplier shall submit an invoice to the Contract Manager to review, before sending an electronically clginvoices@communities.gov.uk Payment shall be made within 30 calendar days after the invoice is submitted and approved for payment, with an aim to make payment within 5 days of an invoice being submitted to clginvoices@communities.gov.uk

6.3	Reimbursable Expenses: Not Applied
6.4	Customer billing address (paragraph 7.6 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Invoices should be submitted electronically to clginvoices@communities.gov.uk MHCLG FSSD CP2P Team 4 th Floor High Trees Hillfield Road Hemel Hempstead HP2 4XN
6.5	Call Off Contract Charges fixed for (paragraph 8.2 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): Para 8.2 shall be amended to: Subject to paragraphs 8.1.1 to 8.1.5 and 8.1.8 to 8.1.17 of this Call Off Schedule 3, the Call Off Contract Charges will remain fixed for the initial term (until 31 March 2022) and any subsequent extension.
6.6	Supplier periodic assessment of Call Off Contract Charges (Paragraph 9 of Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): shall be amended as follows; Charges are to remain fixed for the initial term (until 31 March 2022) and any subsequent extension.
6.7	Supplier request for increase in the Call Off Contract Charges (paragraph 10 of Call Off Schedule 3 (Call Off Contract Charges, Payment and Invoicing)): shall be amended as follows; Charges are to remain fixed for the initial term (until 31 March 2022) and any subsequent extension.

LIABILITY AND INSURANCE

7.1	Estimated Year 1 Call Off Contract Charges: Maximum value of this variation 5: £292,333.33 (excluding VAT)
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Call Off Terms); Clause 36.2.1 of the Call Off Terms shall apply.
7.3	Insurance Clause 37.3 of the Call Off Terms shall apply

TERMINATION AND EXIT

8.1	Termination on material Default (Clause 41.2.1(c) of the Call Off Terms): In Clause 41.2.1(c) of the Call Off Terms
8.2	Termination without cause notice period (Clause 41.7.1 of the Call Off Terms): In Clause 41.7.1 of the Call Off Terms
8.3	Undisputed Sums Limit: In Clause 42.1.1 of the Call Off Terms
8.4	Exit Management: Call Off Schedule 9 (Exit Management) shall apply.

SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: Not applicable
9.2	Commercially Sensitive Information: <ul style="list-style-type: none">Appendix C - RTB Price Schedule v5 (REDACTED).

OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Call Off Terms): N/A
10.2	Call Off Guarantee (Clause 4 of the Call Off Terms): Not required.
10.3	Security: Security requirements shall apply in accordance with paragraphs 1 - 5 this Call Off Schedule 7 and include adherence to, <ol style="list-style-type: none">Compliance with Baseline Personnel Security Standard (BPSS).Compliance with https://www.ncsc.gov.uk/guidance/secure-sanitisation-storage-media standards in respect of secure destruction, sanitisation and certificationFor the avoidance of doubt and in compliance with both Security and GDPR clauses and standards the Supplier shall ensure secure separation at: Service, Data, information, physical (Agent level) and IT/ infrastructure / telephone platform levels across the Suppliers Services and contracts.
10.4	ICT Policy: In Call Off Schedule 7, and include compliance with; MHCLG ICT policy; contained within document - Appendix D - MHCLG ICT Policy (External Suppliers) or such iterations as advised by the Customer.

10.5	Testing: In Call Off Schedule 5 (Testing).
10.6	Business Continuity & Disaster Recovery: In Call Off Schedule 8: Business Continuity and Disaster Recovery. Disaster Period: For the purpose of the definition of “Disaster” in Call Off Schedule 1 (Definitions) the “Disaster Period” shall be 2 hours.
10.7	Failure of Supplier Equipment (Clause 32.8 of the call off Terms: Not applied
10.8	Protection of Customer Data (Clause 34.2.3 of the Call Off Terms): Clause 34.2.3 of the Call Off Terms applies. Call off Schedule 23 shall be amended as follows; As set out in Appendix E: Data Protection Schedule.
10.9	Notices (Clause 55.6 of the Call Off Terms): MHCLG: Fry Building, 2 Marsham Street, London SW1P 4DF Exela Technologies Limited: Baronsmede, The Avenue, Egham, TW20 9AB
10.10	Transparency Reports In Call Off Schedule 13 (Transparency Reports).
10.11	Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Call Off Schedule 14): N/A
10.12	Call Off Tender: In Schedule 15 (Call Off Tender)

2. Words and expressions in this Variation shall have the meanings given to them in this Call Off Contract.
3. This Call Off Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

Signed by an authorised signatory for and on behalf of the Customer

Signature

Date

Name (in
Capitals)

Address

Signed by an authorised signatory to sign for and on behalf of the Supplier

Signature

Date

Name (in
Capitals)

Address