

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

## Order Form

CALL-OFF REFERENCE: Project\_5494 Con\_8301

THE BUYER: Education and Skills Funding Agency acting on behalf of the Secretary of State for the Department for Education

BUYER ADDRESS: Sanctuary Buildings, Great Smith Street, London, SW1P 3BT

THE SUPPLIER: Computacenter (UK) Limited

SUPPLIER ADDRESS: Hatfield Ave, Hatfield, AL10 9TW

REGISTRATION NUMBER: [REDACTED]

DUNS NUMBER: [REDACTED]

SID4GOV ID: Not applicable

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29<sup>th</sup> April 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):

- 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.
2. Joint Schedule 1(Definitions and Interpretation) RM6068.
3. Call-Off Schedule 6 – ICT Services (for the purposes of this Call-Off Schedule 6 – ICT Services, Annex B, Annex C and Annex D are attached as Annexes to this Order Form where applicable).
4. Call-Off Schedule 9 – Security – Part C
5. CCS Core Terms (version 3.0.8).
6. Joint Schedule 2 (Variation Form)
7. Joint Schedule 3 (Insurance Requirements)

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8. Joint Schedule 4 (Commercially Sensitive Information)
9. Joint Schedule 5 (Corporate Social Responsibility)

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:

Special Term 1: For the purpose of Clause 10.3 of the Core Terms 'Ending the contract without a reason', Customer shall not terminate this Call-Off Contract without cause.

CALL-OFF START DATE: **1<sup>st</sup> May 2021**

CALL-OFF EXPIRY DATE: **30<sup>th</sup> April 2022**

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF OPTIONAL EXTENSION PERIOD 1 Years, 0 Months

**CALL-OFF DELIVERABLES**

Option A:

Line	Product Description (Deliverable)	Licences Level / Type	Quantity	Total Price (£)	Delivery date
1	Oracle Policy Automation - Enterprise \$M in Operating Budget Perpetual	FULL USE	361.01		01 May 2021
2	Oracle Policy Modeling - Application User Perpetual	FULL USE	4		01 May 2021
3	B72233 - Oracle RightNow Universal Policy Automation Tier 3 Sessions Monthly - 100 Sessions - Monthly Capacity (Data Centre Region – Europe)	SaaS	74		01 May 2021
4	B78442 - Oracle Policy Automation Collaboration Cloud Service - Hosted Named User (Data Centre Region – Europe)	SaaS	14		01 May 2021
				<b>Total Price:</b>	

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### **LOCATION FOR DELIVERY**

Education and Skills Funding agency, Cheylesmore House, Quinton Road, Coventry, CV1 2WT

Title to Goods is transferred to the Customer on payment to the Supplier in full (save in respect of software where title to the same shall remain at all times with the relevant licensor).

### **DATES FOR DELIVERY OF THE DELIVERABLES**

As per the timescales agreed at contract award. Time shall not be of the essence.

### **TESTING OF DELIVERABLES**

Option A: None

### **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be the duration of any guarantee or warranty period the Supplier has received from the third party manufacturer or supplier.

### **MAXIMUM LIABILITY**

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract or otherwise) is no more than the lower of £5 million or 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year shall be the total aggregate Charges paid or payable by the Customer from the Call Off commencement Date until the end of the first Call Off Contract Year.

### **CALL-OFF CHARGES**

Option A: [REDACTED]

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**

None

### **PAYMENT METHOD**

The Supplier shall submit invoices directly to the billing address as per the Customer's order. The Supplier shall invoice the Customer for Goods on despatch and for Services as per Supplier's quotation. Payment to be made by BACS payment. Licences will be paid up front and the services will be paid via BACS monthly in arrears.

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### BUYER'S INVOICE ADDRESS:

Education and Skills Funding Agency acting on behalf of the Secretary of State for the Department for Education

AccountingServices.ESFA@education.gov.uk

Accounts Payable, ASC Purchasing, Cheylesmore House, Quinton Road Coventry, CV1 2WT

### BUYER'S AUTHORISED REPRESENTATIVE

██████████ Director of Data Science

Education and Skills Funding Agency

██████████

Cheylesmore House, Quinton Road, Coventry, CV1 2WT

██████████ Commercial Lead – Category Manager

Commercial Division

1<sup>st</sup> Floor, Picadilly Gate, Store Street, Manchester, M1 2WD

██████████

### BUYER'S ENVIRONMENTAL POLICY

Not applicable for standard supply transactions.

### BUYER'S SECURITY POLICY

Not applicable for standard supply transactions. The DfE Security Policy is



security-policies-brochure.pdf

### SUPPLIER'S AUTHORISED REPRESENTATIVE

██████████ Account Manager

██████████

Hatfield Avenue, HATFIELD AL10 9TW

### SUPPLIER'S CONTRACT MANAGER

██████████ Framework Sales Director

██████████ Hatfield Avenue, HATFIELD AL10 9TW

### PROGRESS REPORT FREQUENCY

Where applicable on the first Working Day of each calendar month.

### PROGRESS MEETING FREQUENCY

Where applicable, Quarterly on the first Working Day of each quarter.

### KEY STAFF

Not applicable for standard supply transactions.

### KEY SUBCONTRACTOR(S)

Framework Ref: RM6068

Project Version: v0.1

Model Version: v3.2

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Not applicable for standard supply transactions.

**COMMERCIALLY SENSITIVE INFORMATION**

Supplier's pricing and/or any Supplier specific solution(s) for the period of the Call-Off  
Term +2 years

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**SERVICE CREDITS**

Not applicable

**ADDITIONAL INSURANCES**

Not applicable

**GUARANTEE**

Not applicable

**SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	Commercial Lead
Date:		Date:	

## **Call-Off Schedule 6 (ICT Services)**

### **ANNEX B**

#### **COTS Licensing Terms**

Third party software (if any) shall be licensed subject to the third party licensor's standard license terms which shall govern the supply, the Buyer's use of and obligations relating to the software in their entirety and which shall prevail in the event of any conflict with the terms and conditions of this Call-Off Contract.

### **ANNEX C**

#### **Software Support and Maintenance Terms**

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

### **ANNEX D**

#### **Software as a Service Terms**

Third party services (if any) shall be supplied subject to the applicable third party's standard service terms.

## **Call-Off Schedule 9 (Security)**

### **Part C: Commodity Service Security Requirements**

Definitions - In this Schedule the following words shall have the following meanings and they shall supplement Joint Schedule 1 (Definitions):

“Security Management Plan” means the Supplier's security management plan prepared pursuant to paragraph 2.

1. The Supplier will ensure that any Supplier system which holds any protectively marked Government Data will comply with:
  - the principles in the Security Policy Framework at <https://www.gov.uk/government/publications/security-policy-framework> and the Government Security Classification policy at <https://www.gov.uk/government/publications/government-security-classifications>
  - guidance issued by the Centre for Protection of National Infrastructure on Risk Management at <https://www.cpni.gov.uk/content/adopt-risk-management-approach> and Accreditation of Information Systems at <https://www.cpni.gov.uk/protection-sensitive-information-and-assets>
  - the National Cyber Security Centre's (NCSC) information risk management guidance, available at <https://www.ncsc.gov.uk/guidance/risk-management-collection>
  - government best practice in the design and implementation of system components, including network principles, security design principles for digital services and the secure email blueprint, available at <https://www.gov.uk/government/publications/technology-code-of-practice/technology-code-of-practice>
  - the security requirements of cloud services using the NCSC Cloud Security Principles and accompanying guidance at <https://www.ncsc.gov.uk/guidance/implementing-cloud-security-principles>
2. If requested to do so by the Buyer, before entering into this Call-Off Contract the Supplier will, within 15 Working Days of the date of this Call-Off Contract, develop (and obtain the Buyer's Approval of) a Security Management Plan. After Buyer Approval the Security Management Plan will apply during the Term of this Call-Off Contract. The plan will protect all aspects and processes associated with the delivery of the Services.
3. The Supplier will immediately notify the Buyer of any breach of security of the Buyer's Confidential Information. Where the breach occurred because of a Supplier Default, the Supplier will recover the Buyer Confidential Information however it may be recorded.
4. Any system development by the Supplier should also comply with the government's '10 Steps to Cyber Security' guidance, available at <https://www.ncsc.gov.uk/guidance/10-steps-cyber-security>