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PART A: Order Form Template

CALL-OFF REFERENCE: CO_PSNDNS

THE BUYER: Cabinet Office

BUYER ADDRESS 70 Whitehall. London. SW1A 2AS

SUPPLIER REFERENCE PSN 037

THE SUPPLIER: Nominet UK

SUPPLIER ADDRESS: Minerva House, Edmund Halley Road, Oxford
Science Park Oxford OX4 4DQ

REGISTRATION NUMBER: 03293859

DUNS NUMBER: 45-857-7871

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables. and dated 1st December 2024.

It's issued under the Framework Contract with the reference number RM6167 for the provision of PSN Core Services.

CALL-OFF LOT(S):

Lot 1 PSN DNS 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) RM6167
3. To the extent necessary to give full effect to this Call-Off Contract, the relevant elements of the following documents that make up the Framework Contract, which shall have equal order of precedence:
 - Framework Award Form
 - Framework Schedule 1 (Specification)
 - Framework Schedule 3 (Framework Prices and Charges)
 - Framework Schedule 5 (Management Charges and Information)
4. -
5. The following Schedules in equal order of precedence:

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- Joint Schedules for framework reference number RM6167
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 13 (Business Continuity & Disaster Recovery)
 - Joint Schedule 14 (Security)
 - Joint Schedule 15 (Service Levels)
 - Call-Off Schedules
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 18 (Background Checks)
 - - ○ -
6. CCS Core Terms (version 3. 0.7)
7. Joint Schedule 5 (Corporate Social Responsibility)
8. Call-Off Schedule 23 (Supplier-Furnished Terms) – not applicable
9. Framework Schedule 2 (Supplier Tender Response) as long as any parts of the Framework Tender that offer a better commercial position for the Buyer (as decided by the Buyer) take precedence over the documents above – not applicable

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	1 st December 2024
SERVICE COMMENCEMENT DATE	1st February 2025
CALL-OFF EXPIRY DATE	Second anniversary of the Service Commencement Date

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CALL-OFF INITIAL PERIOD	Two years from the Service Commencement Date
CALL-OFF OPTIONAL	First Call Off Optional
EXTENSION PERIOD	Extension Period is 12 months from Call Off Expiry Date Second Call Off Optional Extension Period is 12 months from the end of the First Call Off Optional Extension Period

PRECONDITIONS TO RECEIPT OF THE DELIVERABLES

The Supplier shall commence delivery of the Deliverables from the Service Commencement Date which is subject to the Supplier satisfying the following preconditions, namely, that the delivery of the Deliverables shall not commence before the Supplier has satisfied all relevant obligations under:

- (i) the Framework Schedule 1 Annex 1 (Implementation Plan and Testing),
- (ii) the Security Architectural Review requirements arising from Joint Schedule 14 (Security), and
- (iii) the Buyer and each End Customer to be provided with the Deliverables under this Contract must have first signed or otherwise acknowledged and agreed to comply with the CCS Approved End Customer Terms and Conditions of Use.

If the Supplier does not satisfy these preconditions before the scheduled Service Commencement Date such that delivery of the Deliverables cannot commence on the scheduled Service Commencement Date this shall be a material Default.

CCS Approved End Customer Terms and Conditions of Use.

The Buyer confirms a copy of the CCS Approved End Customer Terms and Conditions of Use have been made available to it, and that the Buyer and each End Customer accessing the Deliverables under this Call-Off Contract acknowledge and agree to comply with the CCS Approved End Customer Terms and Conditions of Use.

PSN COMPLIANCE CERTIFICATE

The Buyer confirms that it is a central government department and that it is not required to hold a PSN Compliance Certificate.

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CALL-OFF DELIVERABLES

Part 1 Deliverables (PSN DNS Services)
See details in Framework Schedule 1 (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 the Call Off Charges to be notified to the Buyer as described below.

CALL-OFF CHARGES

Framework Schedule 3 (Framework Prices Charges) Annex 1 (Pricing Mechanism, Framework Prices and Charges) paragraph 2 states that CCS shall notify the Supplier of the Charges applicable to the Buyer within thirty (30) days of the Service Go-Live Date.

The Supplier shall notify the Buyer of the Call Off Charges for the Call Off Initial Period within 35 days of the Service Go-Live Date.

The Buyer agrees that the Call Off Charges notified by the Supplier shall be added to Call Off Schedule 5 (Pricing Details) and that such update shall not require a Variation Form as such update shall not constitute a change to the Contract.

Following such notification of the Call Off Charges to the Buyer by the Supplier, Changes to the Charges are only possible as detailed in Paragraphs 4, 5, 6 and 7 of Framework Schedule 3 (Framework Prices and Charges).

REIMBURSABLE EXPENSES

Not recoverable

PAYMENT METHOD

BACS

COMMUNITY CHARGE

Not applicable

Zero (0) per cent (0%) of all Call-Off Charges for Deliverables received by Buyers and End Customers under this Call-Off Contract is payable by the Buyer to CCS and shall be paid to the Supplier as a separate itemised cost on the Supplier's invoice and paid by the Payment Method detailed above

BUYER'S INVOICE ADDRESS:

Framework Ref: RM6167
Project Version: v2.0
Model Version: v3.2

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REDACTED

BUYER'S AUTHORISED REPRESENTATIVE
REDACTED

BUYER'S TECHNICAL POINT OF CONTACT (POC) to register to use the service.
REDACTED

BUYER'S ENVIRONMENTAL POLICY

Not applicable as Supplier will not be working at Buyer's site

SOCIAL VALUE COMMITMENT

Not applicable

STAFF TRANSFER

The following parts of Call-Off Schedule 2 (Staff Transfer) shall apply:

Part C (No Staff Transfer On Start Date) Part D (Pensions) where

applicable: - Part D Annex D1 (CSPS)

- Part D Annex D2 (NHSPS)

- Part D Annex D3 (LGPS)

- Part D Annex D4 (Other Schemes)] D1 (CSPS), D2 (NHSPS), or D3 (LGPS). Part E (Staff Transfer on Exit)

END CUSTOMERS

The Buyer will be the only End Customer for the Service provided under this Call-Off Contract

SERVICE LEVELS AND SERVICE CREDITS

Service Levels and Service Credits applicable to this Call-Off Contract are detailed in Joint Schedule 15.

The **Service Period** is One (1) Month.

SUPPLIER'S AUTHORISED REPRESENTATIVE
REDACTED

SUPPLIER'S CONTRACT MANAGER
REDACTED

PROGRESS REPORT FREQUENCY

The Supplier will conduct monthly Buyer communication events in accordance with Framework Schedule 4.

Framework Ref: RM6167

Project Version: v2.0

Model Version: v3.2

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PROGRESS MEETING FREQUENCY

The Supplier will conduct monthly Buyer communication events in accordance with Framework Schedule 4.

COMMERCIALLY SENSITIVE INFORMATION

Supplier's Commercially Sensitive Information as set out in Joint Schedule 4
(Commercially Sensitive Information)

SIGNATURE

REDACTED