

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

### Order Form

CALL-OFF REFERENCE: ecm\_58234

THE BUYER: The Department for Food Environment and Rural Affairs ("Defra");

The initial recipients of the Licensing Services are the "Core Defra Group", consisting of Defra, the Environment Agency (EA), Natural England (NE), Animal and Plant Health Agency (APHA), Marine Management Organisation (MMO) and Rural Payments Agency (RPA).

BUYER ADDRESS Seacole Building  
2 Marsham Street  
London  
SW1P 4DF  
United Kingdom

THE SUPPLIER: **Phoenix Software Ltd**

SUPPLIER ADDRESS: Bytes House, Randalls Way, Leatherhead KT22 7TY

REGISTRATION NUMBER: 02548268

DUNS NUMBER: 76-348-8178

SID4GOV ID: 02548268

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 01/07/2020.

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 and Call-Off Special Schedules.
2. Joint Schedule 1(Definitions and Interpretation) RM6068
3. The following Schedules in equal order of precedence:

- Joint Schedules for RM6068
  - Joint Schedule 2 (Variation Form)
  - Joint Schedule 3 (Insurance Requirements)
  - Joint Schedule 4 (Commercially Sensitive Information)
  - Joint Schedule 6 (Key Subcontractors)
  - Joint Schedule 8 (Guarantee)
  - Joint Schedule 9 (Minimum Standards of Reliability)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
- Call-Off Schedules for ecm\_58234
  - Call-Off Schedule 1 (Transparency Reports)
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity & Disaster Recovery)
  - Call-Off Schedule 9 (Security) Part B
  - Call-Off Schedule 10 (Exit Management) Part A
  - Call-Off Schedule 11 (Installation Works)
  - Call-Off Schedule 12 (Clustering)
  - Call-Off Schedule 13 (Implementation Plan and Testing)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 18 (Background Checks)
  - Call-Off Schedule 20 (Specification)

○ Call-Off Schedule 23 (Optional Provisions) Part A

4. CCS Core Terms (version 3.0.6)
5. Joint Schedule 5 (Corporate Social Responsibility) RM6068
6. 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.
7. Annexes A to E Call-Off Schedule 6 (ICT Services)
8. Call-Off Schedule 24 – Sustainability Standard
9. Call-Off Schedule 25 – Sustainability Policy
10. Call-Off Schedule 26 – Defra Security Policy

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<sup>st</sup> July 2020**

**CALL-OFF EXPIRY DATE:** **30<sup>th</sup> June 2023**

**CALL-OFF INITIAL PERIOD:** **3 Years**

**CALL-OFF OPTIONAL EXTENSION PERIOD** **Not applicable**

**CALL-OFF DELIVERABLES**

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

**LOCATION FOR DELIVERY**

As per buyer address

**DATES FOR DELIVERY OF THE DELIVERABLES**

1<sup>st</sup> July 2020

**TESTING OF DELIVERABLES**

None

**WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 90 days

**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 £14,200,000.00

#### 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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

#### REIMBURSABLE EXPENSES

None

#### PAYMENT METHOD

The Supplier will issue electronic invoices upon receipt of a Purchase Order. The Buyer will pay the Supplier within 30 days of receipt of a valid invoice.

#### BUYER'S INVOICE ADDRESS:

All invoices must include call-off contract reference, call-off contract description and PO Number.

Shared Services Connected Ltd, PO Box 797, Newport, Gwent, NP10 8FZ.

#### BUYER'S AUTHORISED REPRESENTATIVE

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

#### BUYER'S ENVIRONMENTAL POLICY

Appended at Call-Off Schedule 24 and Call-Off Schedule 25

#### BUYER'S SECURITY POLICY

Appended at Call-Off Schedule 26

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

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

#### SUPPLIER'S CONTRACT MANAGER

[REDACTED]  
[REDACTED]  
[REDACTED]

Phoenix Software Ltd, Blenheim House, York Road, Pocklington, YO42 1NS

**PROGRESS REPORT FREQUENCY**

On the first Working Day of each calendar month

**PROGRESS MEETING FREQUENCY**

Quarterly on the first Working Day of each quarter

**KEY STAFF**

[REDACTED]

**KEY SUBCONTRACTOR(S)**

Not applicable

**COMMERCIALLY SENSITIVE INFORMATION**

This is outlined in Schedule 4

**SERVICE CREDITS**

[REDACTED]

**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)

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:		Name:	
Role:		Role:	
Date:		Date:	

Confidential  
Confidential  
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