

Crown Commercial Service

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Call Off Order Form and Lease Agreement Terms pursuant to RM3781 for the Provision of Goods and/or Services relating to Multifunctional Devices and Services, Managed Print Services and Print Audit Services.

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FRAMEWORK SCHEDULE 4

CALL OFF ORDER FORM AND LEASE AGREEMENT TERMS

CUSTOMER

-and-

**Kyocera Document Solutions (UK) Limited**

## PART 1 – CALL OFF ORDER FORM

### SECTION A

This Call Off Order Form is issued in accordance with the provisions of the Framework Agreement for the provision of [the Crown Commercial Services Framework Agreement for the provision of goods and / or services, Managed Print Services and Print Audit Services]. [dated 29<sup>th</sup> November 2016].

The Supplier agrees to supply the Goods and/or Services specified below on and subject to the terms of this Lease Agreement.

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

#### FROM

Date	Order Number
Customer URN	
Customer	Intellectual Property Office
Contact Ref:	

#### TO

Supplier	Kyocera Document Solutions (UK) Limited
Account Manager	

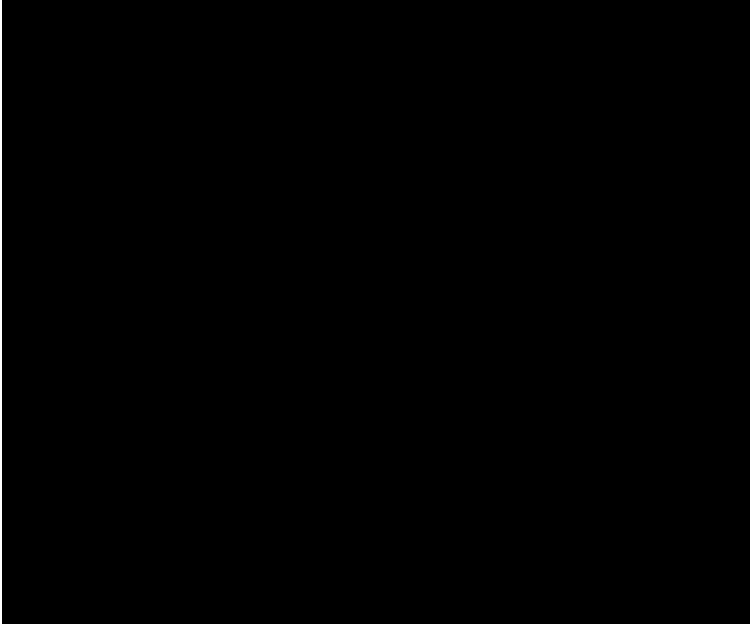
### SECTION B

#### 1. LEASE AGREEMENT PERIOD

1.1.	Commencement Date: 1 <sup>st</sup> January 2018
	Rental Period in months: [Thirty Six] Months
1.2.	Expiry Date:  End date of Lease Agreement Initial Period [31 <sup>st</sup> December 2020]  End date of Lease Agreement Extension Period [Maximum term of 2 years from end of primary term]  Minimum written notice to Supplier in respect of extension: [Six Months]

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## 2. GOODS AND/OR SERVICES

2.1	Goods and/or Services required:	
		

	Details of any existing lease agreement(s) being settled / removed as part of this Order:
	Agreement number: N/A      Settlement amount: £ N/A  Serial Number: N/A  Lessor Name: N/A

## 3. IMPLEMENTATION PLAN

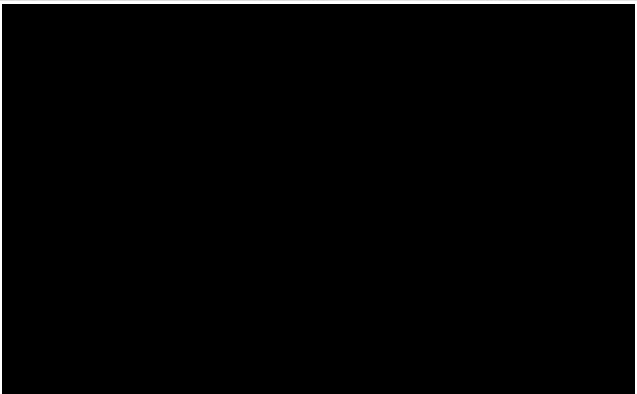
3.1.	Implementation Plan:  [Not applied]
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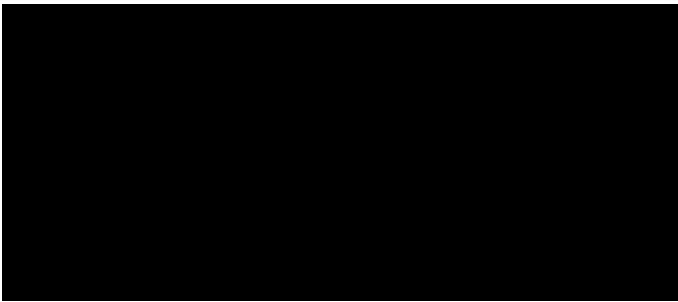
#### 4. CONTRACT PERFORMANCE

4.1.	<b>Standards and Quality:</b> As set out in clause 11 of the Lease Agreement Terms
4.2	<b>Service Levels/Service Credits:</b> As set out in schedule 6 of the Lease Agreement Terms <b>Service Credit Cap</b> (Lease Agreement Schedule 1 (Definitions))  As set out in schedule 6 of the Lease Agreement Terms <b>Customer periodic reviews of Service Levels</b> (Clause 13.7.1 of the Lease Agreement Terms): [Not applied]
4.3	<b>Critical Service Level Failure:</b> [Not applied]
4.4	<b>Performance Monitoring:</b> [In Part B of Lease Agreement Schedule 6 (Service Levels, Service Credits and Performance Monitoring)]
4.5	<b>Period for providing Rectification Plan:</b> [In Clause 38.2.1 (c) of the Lease Agreement Terms]
4.6	<b>Supplier Software, Customer Software and Third Party Software</b> As detailed in 2.1 above

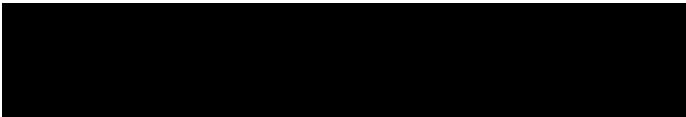
#### 5. PERSONNEL

5.1	
5.2	<b>Relevant Convictions (Clause 27.2 of the Lease Agreement Terms):</b> None

## 6. PAYMENT

6.1	<p><b>Lease Agreement Charges</b> (including any applicable discount(s), but excluding VAT):</p> <p>In Annex 1 of Lease Agreement Schedule 3 (Lease Agreement Charges, Payment and Invoicing)</p> <p>Lease Rental £10,644.07 Per Quarter in Advance</p> 
6.2	<p><b>Payment terms/profile</b> (including method of payment e.g. Government Procurement Card (GPC) or BACS):</p> <p>In Annex 2 of Lease Agreement Schedule 3 (Lease Agreement Charges, Payment and Invoicing)</p>
6.3	<p><b>Reimbursable Expenses:</b></p> <p>[Not permitted]</p>
6.4	<p><b>Customer billing address</b> (paragraph 7.6 of Lease Agreement Schedule 3 (Lease Agreement Charges, Payment and Invoicing)):</p> <p>Customer Billing Address:</p> <p>Concept House</p> <p>Cardiff Road</p> <p>Newport</p> <p>NP108QQ</p>
6.5	<p><b>Lease Agreement Charges fixed for</b> (paragraph 8.2 of Schedule 3 (Lease Agreement Charges, Payment and Invoicing)):</p> <p>[Three ] Lease Agreement Years from the Lease Agreement Commencement Date</p>
6.6	<p><b>Supplier periodic assessment of Lease Agreement Charges</b> (paragraph 9.2 of Lease Agreement Schedule 3 (Lease Agreement Charges, Payment and Invoicing)) will be carried out on:</p> <p>The Twelfth (12th) Month of each Lease Agreement Year during the Lease Agreement Period</p>
6.7	<p><b>Supplier request for increase in the Lease Agreement Charges</b> (paragraph 10 of Lease Agreement Schedule 3 (Lease Agreement Charges, Payment and Invoicing)):</p>

## 7. LIABILITY AND INSURANCE

7.1	
7.2	Supplier's limitation of Liability (Clause 36.2.1 of the Lease Agreement Terms);
7.3	<b>Insurance</b> (Clause 37.3 of the lease Agreement Terms):

## 8. TERMINATION AND EXIT



8.1	Termination on material Default (Clause 41.2.1 (c) of the Lease Agreement Terms):  (In Clause 42.1.1 (c) of the Lease Agreement 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 Lease Agreement Terms): [In Clause 41.7.1 of the Lease Agreement Terms]
8.3	Undisputed Sums Limit: [In Clause 42.1.1 of the Lease Agreement Terms]
8.4	Exit Management: [Not applied]

## 9. SUPPLIER INFORMATION

9.1	Supplier's inspection of Sites, Customer Property and Customer Assets: As Per Site Survey Document
9.2	Commercially Sensitive Information: Section 5 – Key Personnel Section 6 Payment
9.3	Maintenance of the ICT Environment  [Not Applied]

## 10. OTHER CALL OFF REQUIREMENTS

10.1	Recitals (in preamble to the Lease Agreement Terms): [Recital A]
10.2	Guarantee (Clause 4 of the Lease Agreement Terms): [Not required]

10.3	<b>Security</b> As set out in the form security requirements paragraphs 1 to 5 of the Lease Agreement, schedule 7 (Security)
10.4	<b>ICT Policy:</b> As set out in the form security requirements paragraphs 1 to 5 of the Lease Agreement, schedule 7 (Security)
10.5	<b>Testing:</b> [Not applied]
10.6	<b>Business Continuity &amp; Disaster Recovery:</b> [Lease Agreement Schedule 8 (Business Continuity and Disaster Recovery) shall be amended as follows: 2.1 Within (30) Working Days of a written request from the customer, the supplier shall prepare and deliver to the Customer for the Customer's written approval a plan.  For the purpose of the definition of "Disaster" in Lease Agreement Schedule 1 (Definitions) the Disaster Period shall be ten (10) Working Days.
10.7	<b>Failure of Supplier Equipment (Clause 32.8 of the Lease Agreement Terms):</b> [Not applied]
10.8	<b>Protection of Customer Data (Clause 34.3.3 of the Lease Agreement Terms):</b> [As set out in Clause 34.3 of the Lease Agreement Terms]
10.9	<b>Notices (Clause 55.6 of the Lease Agreement Terms):</b> 
	<b>Suppliers Address</b> Kyocera Document Solutions (UK) Limited Eldon Court, 75-77 London Road Reading RG15BS 
10.10	<b>Transparency Reports</b> In Lease Agreement Schedule 13 (Transparency Reports)

	The Supplier shall provide to the Customer for Approval draft Transparency Reports within: 30 days of written request from the customer
<b>10.11</b>	<p><b>Alternative and/or additional provisions (including any Alternative and/or Additional Clauses under Lease Agreement Schedule 14):</b></p> <p>Title to Leased Goods shall not pass to the customer at any time. The Customer acknowledges that the Supplier intends to obtain third party finance in respect of the Equipment assign all or part of the Lease Agreement to a third-party finance company ("the Assignee"). To obtain such third party financing the Supplier may transfer title of the Equipment to the Assignee. The Customer consents to such sale and assignment. The Supplier will continue to bill and collect all receivables from the Customer. The Supplier will remain fully liable for all obligations arising under the Framework Agreement and/or Lease Agreement.</p>
<b>10.12</b>	<p><b>Lease Agreement Tender:</b></p> <p>In Schedule 15 (Lease Agreement Tender)</p>



10.13	<p><b>Training</b></p> <p>Installation training &amp; Quick Start Guide</p> <p>Customer Support Executive Training</p> <p>Documentation &amp; Manuals</p>
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#### **FORMATION OF LEASE AGREEMENT**

**BY SIGNING AND RETURNING THIS CALL OFF ORDER FORM** (which may be done by electronic means) the Supplier agrees to enter a Lease Agreement with the Customer to provide the Goods and/or Services in accordance with the terms set out in the Call Off Order Form and the Lease Agreement Terms.

The Parties hereby acknowledge and agree that they have read the Call Off Order Form and the Lease Agreement Terms and by signing below agree to be bound by this Lease Agreement.

In accordance with paragraph 7 of Framework Schedule 5 (Call Off Procedure), the Parties hereby acknowledge and agree that this Lease Agreement shall be formed when the Customer acknowledges (which may be done by electronic means) the receipt of the signed copy of the Call Off Order Form from the Supplier within two (2) Working Days from such receipt.

