

## Framework Schedule 6

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

### Order Form

CALL-OFF REFERENCE:	C17696
THE BUYER:	Secretary of State for the Department for Environment, Food and Rural Affairs.
BUYER ADDRESS:	2 Marsham Street, SW1P 4DF
THE SUPPLIER:	Phoenix Software Limited
SUPPLIER ADDRESS:	Bytes House, Randalls Way, Leatherhead, KT22 7TW
REGISTRATION NUMBER:	02548628
DUNS NUMBER:	76-348-8178

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 09/06/2023.

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 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee)

Framework Schedule 6

- Joint Schedule 9 (Minimum Standards of Reliability)
  - Joint Schedule 10 (Rectification Plan)
  - Joint Schedule 11 (Processing Data)
  - Joint Schedule 12 Supply Chain Visibility
- Call-Off Schedules for C-15818
  - Call-Off Schedule 2 (Staff Transfer)
  - Call-Off Schedule 3 (Continuous Improvement)
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 7 (Key Supplier Staff)
  - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  - Call-Off Schedule 9 (Security) Part A
  - Call-Off Schedule 10 (Exit Management) Part B
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 15 (Call-Off Contract Management)
  - Call-Off Schedule 16 (Benchmarking)
  - Call-Off Schedule 20 (Call-Off Specification)
- 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.

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:

**None**

CALL-OFF START DATE:	12 <sup>th</sup> June 2023
CALL-OFF EXPIRY DATE:	30 <sup>th</sup> September 2026
CALL-OFF INITIAL PERIOD	3-years and 3-months
CALL-OFF OPTIONAL EXTENSION PERIOD:	None

:

Framework Schedule 6

## **CALL-OFF DELIVERABLES**

Option B: See details in Call-Off Schedule 20 (Call-Off Specification) and Call-Off Schedule 4 (Call-Off Tender)

## **LOCATION FOR DELIVERY**

As required and recorded on the Microsoft Volume Licence Service Centre.

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

Deliverables to be provided according to their required renewal dates as reported on the Microsoft Volume Licence Service Centre. Supplier shall determine and report to Authority an appropriate lead time to ensure Deliverables are provided in-line with the Microsoft licencing terms.

## **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 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 £37,000,000.

## **CALL-OFF CHARGES**

Option B: 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.

Framework Schedule 6

## REIMBURSABLE EXPENSES

None

## PAYMENT METHOD

Payment within 30-days of receipt of a valid invoice.

## BUYER'S INVOICE ADDRESS:

SSCL AP  
Defra  
PO Box 790  
Newport  
Gwent  
NP10 8FZ  
[Accounts-payable.def@sscl.gse.gov.uk](mailto:Accounts-payable.def@sscl.gse.gov.uk)

Copy invoices MUST be forwarded to: [SoftwareAssetManagement@defra.gov.uk](mailto:SoftwareAssetManagement@defra.gov.uk)

## BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Head of Service Asset & Configuration Management

[REDACTED]

[REDACTED]

Lancaster House, Hampshire Court, Monarch Road, Newcastle upon Tyne, NE4 7YH

## BUYER'S ENVIRONMENTAL POLICY

Environmental Principles Policy Statement 31<sup>st</sup> January 2023

available online at: <https://www.gov.uk/government/publications/environmental-principles-policy-statement/environmental-principles-policy-statement>

## BUYER'S SECURITY POLICY

Defra Group Security policy reference PLIS002v8

## SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

Sales Director

## Framework Schedule 6

[REDACTED]

[REDACTED]

Blenheim House, York Road, Pocklington, York, YO42 1NS

## SUPPLIER'S CONTRACT MANAGER

[REDACTED]

Central Government Sales Lead

[REDACTED]

[REDACTED]

Blenheim House, York Road, Pocklington, York, YO42 1NS

## PERFORMANCE MONITORING REPORT FREQUENCY

Monthly and 5-working days prior to the Operational Board meeting

## OPERATIONAL BOARD MEETING FREQUENCY

Monthly (Start date to be confirmed)

## KEY STAFF

### Authority (SACM)

[REDACTED]

Senior IT Asset Manager

[REDACTED]

[REDACTED]

Apex Court, City Link, Nottingham NG2 4LA

### Authority (CCoE)

[REDACTED]

Deputy Director / Head of Platforms

[REDACTED]

[REDACTED]

Horizon House, Deanery Road, Bristol, BS1 5AH

[REDACTED]

Delivery lead – Infrastructure Team

## Framework Schedule 6

[REDACTED]

[REDACTED]

(Home based)

### Supplier

[REDACTED]

Microsoft Licencing Specialist

[REDACTED]

[REDACTED]

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

## KEY SUBCONTRACTOR(S)

None

## COMMERCIALLY SENSITIVE INFORMATION

See Joint Schedule 4 (Commercially Sensitive Information)

## SERVICE CREDITS

Not applicable

## 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)

## Framework Schedule 6

For and on behalf of the Supplier:

DocuSigned by:  
  
29AA22C7E5A64F8...

Full Name: 

Job Title/Role: SALES DIRECTOR

Date Signed: 9/6/2023

For and on behalf of the Buyer:

DocuSigned by:  
  
539CA5CB5C27496...

Full Name: 

Job Title/Role: CCO

Date Signed: 9/6/23