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CH Framework Agreement
Schedule 2.1 (Call-Off Procedure)

Crown Hosting Framework Agreement

Schedule 2.1

Call-Off Procedure

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1. Introduction

This Schedule sets out the procedure which shall be followed should a Potential Customer wish to enter into a Call-Off Agreement with the Supplier during the Call-Off Period in order to purchase any of the Services from the Supplier.

2. Call-Off Process

2.1 If a Potential Customer wishes to enter into a Call-Off Agreement with the Supplier it shall notify the Supplier. The Supplier shall then work together in good faith with the Potential Customer, in a timely manner, with a view to completing a Call-Off Order Form based on the template set out in this Schedule 2.1 consistent with the following working principles:

- (a) the Call-Off Form should include appropriately completed content for each section of the template Call-Off Order Form;
- (b) the content for each section of the Call-Off Order Form should be consistent with the guidance notes set out in the template order form and any related operative provisions and schedules in the Framework Agreement and Standard Terms; and
- (c) whilst the Call-Off Order Form may contain special conditions and other content which varies or supplements the Standard Terms:
 - (i) any such conditions or content should be limited as necessary to ensure the Call-Off Order Form meets the Potential Customer's specific requirements for performance of the Services; and
 - (ii) except to the extent that any special conditions impact upon the Service Description or Service Levels set out in the Framework Agreement, such special conditions shall not entitle the Supplier to amend the Charges unless the Supplier can provide such supporting documentation to the Customer (as reasonably requested by the Customer) to demonstrate to the Customer's reasonable satisfaction that any proposed amendments to the Charges are justified.

2.2 If the Supplier is unable to complete a Call-Off Form consistent with a Potential Customer's requirements, the Potential Customer may escalate the matter to the Framework Authority who shall seek to resolve the issue between the Supplier and the Potential Customer applying the principles set out above. Where appropriate, the Framework Authority may escalate the matter for resolution under the Dispute Resolution Procedure.

2.3 Once the Potential Customer and the Supplier have reached agreement on the content of the Call-Off Form, the Supplier shall send the Call-Off Order Form to the Framework Authority for approval. The Framework Authority shall, acting reasonably, either approve the Call-Off Order Form or notify the Supplier and Potential Customer of the reasons for withholding its approval within 5 Working Days of receipt of the Call-Off Order Form. The Supplier shall, within 10 Working Days of receipt of the Framework Authority's consent to contract with the Potential Customer, promptly sign the Call-Off Order Form and deliver 2 copies of the relevant Call-Off Order Form to the Potential Customer for signature.

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- 2.4 Where the Potential Customer's requirement includes the need for new Additional Services that are not already included in Schedule 3.2 (Pricing), the Supplier and the Framework Authority shall process the proposed Framework Change for such new Additional Service as a Fast-track Framework Change irrespective of the limits imposed by paragraph 7 of Schedule 6.2 (Change Control Procedure) and applications for Framework Changes for such Additional Services shall not count towards the limits imposed by paragraph 7 of Schedule 6.2 (Change Control Procedure).
- 2.5 The execution of the Call-Off Order Form by duly authorised representatives of the Supplier and the Potential Customer and counter signed by the Framework Authority, shall be sufficient to create a valid and legally binding contract comprising the Standard Terms in force at that time as amended and supplemented by the relevant Call-Off Order Form.

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ORDER FORM

[] **Call-Off Agreement**

Order Form No. []

- A. On 18 July 2014, the Framework Authority advertised the Contract Notice in the Official Journal of the European Union setting out its intention to establish a single supplier framework with the Supplier for the provision of Data Centre Colocation Services to Central Government Bodies and other public sector bodies and invited expressions of interest from the private sector in becoming a Private Sector Partner and subscribing for shares in the Supplier. The Supplier, a joint venture between HM Government and the Private Sector Partner, was established to act as the provider of these Services.
- B. On or about [•], the Framework Authority and the Supplier entered into a contract (the "Framework Agreement") which permits Potential Customers to purchase any of the Services from the Supplier in accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement.
- C. In accordance with the Call-Off Procedure set out in Schedule 2.1 (Call-Off Procedure) to the Framework Agreement, the Customer has decided to enter into this Call-Off Agreement with the Supplier for the provision of the Services in accordance with and subject to the terms and conditions of the Standard Terms as amended and supplemented by this Call-Off Order Form.
- D. In this Call-Off Order Form, unless the context otherwise requires, capitalised words shall have the meanings set out in Schedule 1 (Definitions) to the Framework Agreement.

Table of Appendices

Appendix 1 (Service Request)

Appendix 2 (Customer Responsibilities)

Appendix 3 (Implementation Plan)

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Section 1: Customer Details

1.	Customer	<i>[Guidance Note: Insert the name of the Customer.]</i>
2.	Address	<i>[Guidance Note: Insert the street address which is the principal place of business of the Customer.]</i>

The Service Recipients for the purpose of this Call-Off Agreement are:

3.	Service Recipients	<i>[Guidance Note: Please list each department, executive agency, non-departmental public body, arm's length management organisation or other contracting authority or any relevant laaS Provider which is to receive the benefit of some or all of the Services to be provided under this Call-Off Agreement.]</i>
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Section 2: Preliminaries

4.	Conditions Precedent	<p>The prior written consent of the Framework Authority, which shall be evidenced by the Framework Authority signing this Call-Off Order Form by the Framework Authority's authorised representative.</p> <p><i>[Guidance Note: Insert details of any additional conditions precedent. Note that the "Call-Off Effective Date" is defined by reference to the date on which all Condition Precedents have been satisfied or waived.]</i></p>
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Section 3: Call-Off Agreement Particulars

5.	Initial Term	<p>The Initial Term shall be [the period of [five (5)] years from the Call-Off Effective Date] / [the period commencing on the Call-Off Effective Date and expiring [five (5)] years after the earlier of (i) the first Service Commission Date relating to the Commissioned Facilities which are first commissioned for use under this Call-Off Agreement, and (ii) the date falling [18] months after the Call-Off Effective Date.]</p> <p><i>[Guidance Note: The Initial Term may be set either as any period up to 5 years from the Call-Off Effective Date or as any period of up to 5 years from the earlier of (i) from the date on which the lead time for commissioning the first Service Request is complete or (ii) a longstop date falling 18 months after the Call-Off Effective Date.]</i></p>
6.	Customer Responsibilities	<p>The service specific Customer Responsibilities which the Customer shall perform are set out at Appendix 2 (Customer Responsibilities) to this Call-Off Order Form.</p>
7.	Staff Transfer	<p><i>[Guidance Note: Customer to identify here which Part(s) of Schedule 5.1 (Staff Transfers) to the Standard Terms is / are anticipated to apply in respect of the Services to be delivered under the Service Request and any staff (whether Customer employees or former Supplier employees) who may be subject to a Relevant Transfer under TUPE. In most cases it is expected that one of 'Parts A - C' (TUPE on commencement) will be applied plus 'Part D' (TUPE on exit).]</i></p>

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		<p>Pursuant to Clause 19 of the Standard Terms (Staff Transfers), the Customer anticipates that the following Part(s) of Schedule 5.1 (Staff Transfers) shall apply to this Call Off Agreement and any Service Request served under it unless otherwise specified in Section 6 of the relevant Service Request (<i>tick as applicable</i>):</p> <p><input type="checkbox"/> Part A;</p> <p><input type="checkbox"/> Part B; or</p> <p><input type="checkbox"/> Part C; and</p> <p><input type="checkbox"/> Part D</p>
8.	Implementation Plan	<p><i>[Guidance Note: This plan is optional and may be included if implementation activities are required to be completed prior to commencement of the Services under this Call-Off Agreement (as per Clause 5.1 of the Standard Terms). If an Implementation Plan is included, consider specifying Key Milestones for completion of activities and Delay Payments to compensate the Customer for late delivery (see below).]</i></p>
9.	Delay Payments	<p><i>[Guidance Note: Text below to be included if Delay Payments are to be paid by the Supplier.]</i></p> <p>If the Supplier does not achieve [a Key Milestone] [the target Service Commission Date] [specified in the Implementation Plan] it shall pay to the Customer, by way of liquidated damages, £◆ per day of Delay (or part thereof) until the [Service Commission Date/ relevant Key Milestone] has been achieved.</p>

Section 4: Personnel and Governance

10.	Customer Representative	Name	<i>[Guidance Note: Insert name of Customer Representative.]</i>
		Address	<i>[Guidance Note: Insert address of Customer Representative.]</i>
		Telephone No.	<i>[Guidance Note: Insert telephone number.]</i>
		Email	<i>[Guidance Note: Insert email address.]</i>
11.	Supplier Representative	Name	<i>[Guidance Note: Insert name of Supplier Representative.]</i>
		Address	<i>[Guidance Note: Insert address of Supplier Representative.]</i>
		Telephone No.	<i>[Guidance Note: Insert telephone number.]</i>
		Email	<i>[Guidance Note: Insert email address.]</i>

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12.	Customer Notice	Name	<i>[Guidance Note: Insert name of person on whom notices for the Customer should be served.]</i>
		Address	<i>[Guidance Note: Insert address for service of notices.]</i>
		Email	<i>[Guidance Note: Insert email address for service of notices.]</i>
13.	Supplier Notice	Name	<i>[Guidance Note: Insert name of person on whom notices for the Supplier should be served.]</i>
		Address	<i>[Guidance Note: Insert address for service of notices.]</i>
		Email	<i>[Guidance Note: Insert email address for service of notices.]</i>

Section 5: Project management

14.	Customer Project Manager(s)	Name	<i>[Guidance Note: Insert name of the Project Manager.]</i>
		Address	<i>[Guidance Note: Insert address for service of notices.]</i>
		Telephone No.	<i>[Guidance Note: Insert telephone number.]</i>
		Email	<i>[Guidance Note: Insert email address.]</i>
15.	Supplier's Project Manager	Name	<i>[Guidance Note: Insert name of the Project Manager.]</i>
		Address	<i>[Guidance Note: Insert address for service of notices.]</i>
		Telephone No.	<i>[Guidance Note: Insert telephone number.]</i>
		Email	<i>[Guidance Note: Insert email address.]</i>

Section 6: Invoicing

16.	Invoice Address(es)	<i>[Guidance Note: Insert an address for the recipient of any invoice.]</i>
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Section 7: Insurance

17.	Required Insurances
	<p>The Supplier shall maintain the Insurances set out in Schedule 3.7 (Insurance Requirements) to the Framework Agreement.</p> <p><i>[Guidance Note: Add details of any additional insurance requirements here.]</i></p>

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Section 8: Special Conditions

The following provisions are 'special conditions' which shall, in the event of any conflict, take precedence over any other provisions of the Call-Off Agreement.

18.	Special Conditions
	<p><i>[Guidance Note: If no Service Request is included in Annex 1, the following special condition must be inserted:</i></p> <p><i>In consideration of the Supplier entering in to this Call-Off Agreement, the Customer shall pay the sum of one pound (£1) to the Supplier, the adequacy and sufficiency of which is hereby acknowledged by the Parties.]</i></p> <p><i>[Guidance Note on the inclusion of other special conditions: If the special condition is an amendment to an existing provision of the Call-Off Agreement it should be expressed in one of three ways: (a) by citing the old text which is to be amended or deleted and citing the new text which amends or replaces the old text; (b) by using track changes to show proposed insertions and deletions; or (c) where there are material changes proposed to a number of provisions, by citing that part of the Call-Off Agreement to be replaced and appending the replacement part to the Call-Off Order Form.</i></p> <p><i>Examples</i></p> <p><i>A. Clause 36.4(a):</i></p> <p><i>Old Text: Delete "REDACTED" after the words "shall in no event exceed".</i></p> <p><i>New Text: Insert "REDACTED" in place of the deleted text.</i></p> <p><i>B. Clause 36.4(a): " the Supplier's aggregate liability in respect of loss of or damage to the Customer Premises or other property or assets of the Customer (including technical infrastructure, assets or equipment but excluding any loss or damage to the Customer's Data or any other data) that is caused by Defaults of the Supplier occurring in each and any Contract Year shall in no event exceed REDACTED).</i></p> <p><i>C. Schedule 3.1 (Charges and Invoicing): "Schedule 3.1 (Charges and Invoicing) to the Standard Terms shall be deleted and replaced by a schedule of the same name which is set out at Annex 1 to this Call-Off Order Form."</i></p>

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Section 9: Initial Services

The Parties have agreed to enter into the Service Request set out in Appendix 1 (if any) in respect of the Services which the Customer wishes to commission from the Call-Off Effective Date.

Section 10: Framework Authority Consent

The consent of the Framework Authority is a Condition Precedent for the purpose of Clause 2 (Conditions Precedent) of the Standard Terms. The Framework Authority shall record its consent to the creation of a Call-Off Agreement between the Supplier and the Customer by the Framework Authority Representative (or his or her authorised delegate) completing this Section 10:

Signature	
Print Name	
Title	
Date	

Section 11: Formation of Call-Off Agreement

Subject to Section 10 of this Call-Off Order Form, the execution of this Call-Off Order Form by the Supplier and the Customer shall create a valid and legally binding contract comprising the Standard Terms as amended and supplemented by this Call-Off Order Form.

SIGNED for and on behalf of the Customer:

Signature	
Print Name	
Title	
Date	

SIGNED for and on behalf of the Supplier:

Signature	
Print Name	
Title	
Date	

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Appendix 1

Service Request

***[GUIDANCE NOTE: INSERT ANY PRO FORMA SERVICE REQUEST FORM - SEE ANNEX 1 TO
SCHEDULE 3.3 (SERVICE REQUEST) TO THE STANDARD TERMS OR SPECIFY 'NOT
APPLICABLE']***

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Appendix 2

Customer Responsibilities

***[GUIDANCE NOTE: INSERT ANY CALL-OFF AGREEMENT SPECIFIC CUSTOMER
RESPONSIBILITIES OR SPECIFY 'NOT APPLICABLE']***

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Appendix 3

Implementation Plan

[GUIDANCE NOTE: INSERT ANY APPLICABLE IMPLEMENTATION PLAN OR SPECIFY 'NOT APPLICABLE']

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