

## Order Form

CALL-OFF REFERENCE: **DDaT21330-Full Commercial Lifecycle System**

THE BUYER: **Department for Business, Energy & Industrial Strategy ("BEIS")**

BUYER ADDRESS: 1 Victoria St,  
London, SW1H 0ET  
United Kingdom

THE SUPPLIER: **BravoSolution UK Limited (dba JAGGAER)**

SUPPLIER ADDRESS: 103 St John Street  
London, EC1M 4AS  
United Kingdom

REGISTRATION NUMBER: 05340218

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **June 28, 2021**. It is issued under the Framework Contract with the reference number RM6194 for the provision of Back Office Software.

### 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) RM6194
3. The following Schedules in equal order of precedence:
  - Joint Schedules for **RM6194**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
  - Call-Off Schedules for **RM6194**

- Call-Off Schedule 1 - Transparency Reports
  - Call-Off Schedule 2 - Staff Transfer
  - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
  - Call-Off Schedule 9 (Security)
  - Call-Off Schedule 10 (Exit Management)
  - Call-Off Schedule 14 (Service Levels)
  - Call-Off Schedule 20 (Call-Off Specification – Statement of Work)
  - Call-Off Schedule 23 (Supplier-Furnished Terms)
4. CCS Core Terms (version 3.0.10)
  5. Joint Schedule 5 (Corporate Social Responsibility) RM6194

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:

1. **Suspension of Service.** If the account is thirty (30) days or more overdue (except with respect to charges then under reasonable and good faith dispute), Supplier reserves the right, upon ten (10) days prior written notice to Buyer, to suspend the subscription to the JAGGAER Applications and provision of services without liability to Supplier until such account is paid in full.
2. **Support Services.** The support services are described at <https://www.jaggaer.com/jaggaer-one-terms-of-service/>, shall apply to the products and/or services under this Call-Off Contract.

CALL-OFF START DATE: **30<sup>th</sup> June 2021**

CALL-OFF EXPIRY DATE: **29<sup>th</sup> June 2026**

CALL-OFF INITIAL PERIOD: **5 Years, 0 Month**

### **CALL-OFF DELIVERABLES**

1. **Subscription.** The subscriptions to the JAGGAER Applicable are further described in the section “Call-Off Charges” below.
2. **Professional Services.** The services to be performed by Supplier under this Call-Off Contract are further described in the Call-Off Schedule 20 – Specification (Statement of Work).

## MAXIMUM LIABILITY

This paragraph amends Clause 11.2 of the CCS Core Terms (version 3.0.10) as follows:

Each Party's total aggregate liability in each Contract Year under this Call-Off Contract (whether in tort, contract, or otherwise,) is no more than 100% of the yearly Charges under this Call-Off Order Form.

## CALL-OFF CHARGES

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 4, 5 and 6 (if used) in Framework Schedule 3 (Framework Prices).

## 1. Subscription to the JAGGAER Applications

**Billing Frequency:** Annually in advance

**Scope of Access:** Access to the JAGGAER Applications under this Call-Off Contract is limited to (i) Department for Business, Energy and Industrial Strategy (BEIS) and (ii) the UK Shared Business Services (UKSBS). In the event of a merger or organisational change via Machinery of Government changes, the parties shall meet to discuss the desired change in scope and subscription fees. The parties understand and agree that the current subscription caps still apply and there will be no interruption of service so long as that those caps are not exceeded.

[illegible]

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

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UKSBS Sourcing+ and Contracts [REDACTED]	[REDACTED]
Additional 10 UKSBS users to have access to the BEIS portal for Contract Management activities. These users may access the full BEIS platform as agreed by BEIS.	[REDACTED]

Invoices will be issued to the following entities, provided however that Buyer remains responsible to Supplier for payment in full of all amounts under this Call-Off Contract:

1. UKSBS invoice:- [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)
2. BEIS invoice:- [finance@services.uksbs.co.uk](mailto:finance@services.uksbs.co.uk)

Payment to be invoiced as per following profile:

BEIS



UKSBS



## 2. Professional Services Fees

Supplier shall provide services pursuant to the Call-Off Schedule 20 – Specification (Statement of Work) and Buyer shall pay the fees in accordance with the payment milestones described in such schedule. The fees exclude travel and expenses, which will be incurred, if any, in line with Buyer's expenses policy.

### PAYMENT METHOD

Payments are to be made via electronic bank transfer only- cheques, cash and other methods will not be accepted.

### BUYER'S INVOICE ADDRESS:

1. UKSBS invoice:- [finance@uksbs.co.uk](mailto:finance@uksbs.co.uk)
2. BEIS invoice:- [finance@services.uksbs.co.uk](mailto:finance@services.uksbs.co.uk)

A valid Purchase Order number is to be included on all invoices and contract number DDaT21330.

### **BUYER'S AUTHORISED REPRESENTATIVE**

[REDACTED]

Role: Deputy Director for Commercial and Operations

Email: [REDACTED]

Address: 1 Victoria, London SW1H 0ET

### **BUYER'S ENVIRONMENTAL POLICY**

Not applicable.

### **BUYER'S SECURITY POLICY**

Not applicable.

### **SUPPLIER'S SALES REPRESENTATIVE**

[REDACTED]

Role: Head of UK Public Sector

Email: [REDACTED]

Mobile: [REDACTED]

Address: 103 St John Street, London, EC1M 4AS, United Kingdom

### **PROGRESS REPORT FREQUENCY**

Not applicable.

### **PROGRESS MEETING FREQUENCY**

Not applicable.

### **KEY STAFF**

Not applicable.

### **KEY SUBCONTRACTOR(S)**

Not applicable

### **COMMERCIALLY SENSITIVE INFORMATION**

All cost breakdowns, day rates and module inclusions are considered commercially sensitive information and therefore confidential between Supplier and the Buyer. This includes the line level breakdowns of the Call-Off Schedule 20 (Statement of Work) and any per module costs.

### **SERVICE CREDITS**

Please see <https://www.jaggaer.com/jaggaer-one-terms-of-service/>.

### **ADDITIONAL INSURANCES**

Throughout the term of the Call-Off Contract and at Supplier's sole expense, Supplier shall maintain the following insurance coverage from an insurer with a rating no less than AM Best A-VII:

Framework Ref: RM6194

Project Version: v1.0

Model Version: v3.6

- **Commercial General Liability Insurance.** General liability insurance coverage in the amount of one million dollars (US\$1,000,000) per occurrence limit and two million dollars (US\$2,000,000) aggregate for bodily injury and property damage, including products liability. Contractor liability and independent contractors included. Completed operations coverage with a two million dollars (US\$2,000,000) aggregate included.
- **Technology Errors and Omissions Insurance.** Technology errors and omissions insurance coverage in the amount of ten million dollars (US\$10,000,000), including cyber security liability, network security and privacy. Additionally, JAGGAER maintains an excess technology errors and omissions insurance coverage in the amount of five million dollars (US\$5,000,000).
- **Automobile Liability Insurance.** Automobile liability insurance covering all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Agreement in the amount of million dollars per occurrence (US\$1,000,000), combined single limit for bodily injury and property damage.
- **Workers' Compensation Insurance.** Worker's compensation insurance with statutory limits as applicable, and employer's liability insurance in the amount of five hundred thousand dollars (US\$500,000) per accident for bodily injury by accident and five hundred thousand dollars (US\$500,000) per employee for bodily injury by disease with a five hundred thousand dollars (US\$500,000) policy limit for bodily injury by disease. This shall cover all JAGGAER employees who are engaged in any work performed under this Agreement.
- **Umbrella Coverage.** Umbrella Coverage in the amount of five million dollars (US\$5,000,000) aggregate and five million dollars (US\$5,000,000) per occurrence over general liability, auto liability and employer's liability.

Upon Buyer's request, Supplier will provide Buyer with a copy of a certificate of insurance.

#### **GUARANTEE**

Not applicable

#### **SOCIAL VALUE COMMITMENT**

Not applicable



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

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

  

JAGGAER Approvals	
Commercial Ops	
Finance	
Legal	

  

JAGGAER Approvals	
Commercial Ops	

