# Order Form and Call-Off Schedules

CALL-OFF REFERENCE: CCIT22A01 DDSFTW063 Microsoft Licence Renewal 2022

THE BUYER: Strategic Command (UKStratCom) part of the Ministry of Defence

BUYER ADDRESS REDACTED TEXT under FOIA Section 40,

Personal Information

THE SUPPLIER: BOXXE LIMITED

SUPPLIER ADDRESS: REDACTED TEXT under FOIA Section 40,

Personal Information

REGISTRATION NUMBER: 02109168

DUNS NUMBER: 390294056

SID4GOV ID: Not Applicable

## APPLICABLE FRAMEWORK CONTRACT

It’s issued under the Framework Contract with the reference number RM6068 for the provision of Technology Products and Associated Services.

## CALL-OFF LOT:

* Lot 3 Software and 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 10 (Rectification Plan)
  + Joint Schedule 11 (Processing Data)
* Call-Off Schedules for:
  + Call-Off Schedule 3 (Continuous Improvement)
  + Call-Off Schedule 4 (Call-off Tender)
  + Call-Off Schedule 5 (Pricing Details)
  + Call-Off Schedule 6 (ICT Services)
  + Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part [A/B]
  + Call-Off Schedule 9 (Security) Part B
  + Call-Off Schedule 10 (Exit Management)
  + Call-Off Schedule 14 (Service Levels)
  + Call-Off Schedule 15 (Call-Off Contract Management)
  + Call-Off Schedule 17 (MOD Terms) – *Note: Full list of DEFCONs and DEFFORMs specified within this document.*
  + Call-Off Schedule 20 (Call-Off Specification)

1. CCS Core Terms (version 3.0.6)
2. Joint Schedule 5 (Corporate Social Responsibility) RM6068
3. 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.
4. Annexes A to E Call-Off Schedule 6 (ICT Services).

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 and are contained within the Core Terms:

Special Term 1 – 3.2.11

Special Term 2 – 8.7

Special Term 3 – 10.3.2

CALL-OFF START DATE: 08/06/2022

CALL-OFF EXPIRY DATE: 07/06/2025

CALL-OFF INITIAL PERIOD: 3 Years, 0 Months

CALL-OFF OPTIONAL EXTENSION: None.

## CALL-OFF DELIVERABLES

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

## LOCATION FOR DELIVERY

The Services shall be delivered from the successful supplier’s premises.

## DATES FOR DELIVERY OF THE DELIVERABLES

|  |  |  |
| --- | --- | --- |
| **Milestone/Deliverable** | **Description** | **Timeframe or Delivery Date** |
| 1 | Contract Order Form signed by the successful LSP | Within two (2) working days of contract award |
| 2 | Microsoft Agreement Contract Competed. (Following a Contract Inception Meeting) | Within one (1) week of contract award |
| 3 | Commencement of Licence orders | Within one (1) week of Milestone 2 and in line with expiry of current licenses. |
| 4 | Licence Certificate to be sent to the Authority | Within 2 workings days of Milestone 3 |

## 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.

## 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

Via MOD Contract Purchasing & Finance (CP&F).

## BUYER’S INVOICE ADDRESS:

REDACTED TEXT under FOIA Section 40,

Personal Information

## BUYER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40,

Personal Information

## BUYER’S ENVIRONMENTAL POLICY

Not Applicable.

## BUYER’S SECURITY POLICY

As per Call-off Schedule 17 (MOD Terms).

## SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED TEXT under FOIA Section 40,

Personal Information

## SUPPLIER’S CONTRACT MANAGER

REDACTED TEXT under FOIA Section 40,

Personal Information

## PROGRESS REPORT FREQUENCY

Monthly and as specified in Call-Off schedule 20.

## PROGRESS MEETING FREQUENCY

Monthly and as specified in Call-Off schedule 20.

## KEY STAFF

REDACTED TEXT under FOIA Section 40,

Personal Information

## KEY SUBCONTRACTOR(S)

N/A

## COMMERCIALLY SENSITIVE INFORMATION

All of the supplier’s submitted technical response and commercial pricing excluding the Total Contract Value.

## SERVICE CREDITS

Not applicable.

## ADDITIONAL INSURANCES

Details of Additional Insurances required in accordance with Joint Schedule 3 (Insurance Requirements).

## 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:

Signature: REDACTED TEXT under FOIA Section 40,

Personal Information

Name: REDACTED TEXT under FOIA Section 40,

Personal Information

Role: REDACTED TEXT under FOIA Section 40,

Personal Information

Date: 07/06/2022

For and on behalf of Buyer:

Signature: REDACTED TEXT under FOIA Section 40,

Personal Information

Name: REDACTED TEXT under FOIA Section 40,

Personal Information

Role: REDACTED TEXT under FOIA Section 40,

Personal Information

Date: 07/06/2022

Execution by seal / deed where required by the Buyer.