

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

Order Form

CALL-OFF REFERENCE: SIA 803
THE BUYER: Security Industry Authority
BUYER ADDRESS: Security Industry Authority,
10 South Colonnade,
Canary Wharf
London
E14 4PU
THE SUPPLIER: Softcat PLC
SUPPLIER ADDRESS: [REDACTED]
REGISTRATION NUMBER: [REDACTED] registration number (if registered)
DUNS NUMBER: [REDACTED]

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 06 April 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) – Not Used
- 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 RM6068
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer) – Not Used.
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details) - **Amended**
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part A - **Amended**
 - Call-Off Schedule 9 (Security) Part A
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 11 (Installation Works)
 - Call-Off Schedule 12 (Clustering)
 - Call-Off Schedule 13 (Implementation Plan and Testing) – Not Used.
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking) – Not Used
 - Call-Off Schedule 17 (MOD Terms) – Not Used
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – Not Used
 - Call-Off Schedule 20 (Call-Off Specification) - **Amended**
 - Call-Off Schedule 21 (Northern Ireland Law) - Not Used
 - Call-Off Schedule 22 (Lease Terms)
 - Call-Off Schedule 23 (Optional Provisions) Part A

4 CCS Core Terms (version 3.0.6)

5 Joint Schedule 5 (Corporate Social Responsibility) RM6068

6 Call-Off Schedule 4 (Call-Off Tender) – Not Used.

7 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:

Special Term 1 – The Core Terms (version 3.0.11) shall be amended with additional wording underlined and deletions scored-through as follows:

3.1 Deliverables

- 3.1.3 *The Supplier shall bring to the attention of the Buyer any conflict between:*
(a) *the Core Terms or Special Terms in a Contract; and/or*
(b) *any of the requirements in Clause 3.1.1;*
and shall comply with the Buyer's decision on the resolution of any such conflict.

3.3 Service clauses

- 3.3.9 *The Supplier shall to the extent expressly set out in the Order Form, obtain Approval from the Buyer's Authorised Representative before advising the Buyer on:*
(a) *Retained EU Law (including State aid and public procurement); or*
(b) *public law (including national security); or*
(c) *the Employment Regulations; or*
(d) *any other issue as may be notified to the Supplier from time to time by the Buyer's Authorised Representative,*
and where Approval is given, if the advice is given orally, confirm in writing, to the Buyer's Authorised Representative, any advice given to the Buyer.

8. Restraint of Trade

- 8.8 *In order to protect the legitimate business interests of the Parties, each Party covenants with the other that it shall not (except with the prior written consent of the other Party or where a vacancy is openly and publicly advertised by means of a national advertising campaign) employ or engage or otherwise facilitate the employment or engagement of any Restricted Staff.*

9 Intellectual Property Rights (IPRs)

- 9.1 *Subject to Clause 9.2, Each Party keeps ownership of its own Existing IPRs.*
- 9.2 *Unless otherwise provided in the Order Form:*
- (a) *Intellectual Property Rights in the output from the Deliverables shall vest in the Supplier who shall grant to the Buyer a non-exclusive, unlimited, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change, exploit and sub-license the same; and*
- (b) *~~The~~ Supplier gives the Buyer a non-exclusive, perpetual, royalty-free, irrevocable, transferable worldwide licence to use, change and sub-licence Supplier's Existing IPR to enable it to both:*
- (b)(i) *receive and use the Deliverables; and*
- (ii) *make use of the deliverables provided by a Replacement Supplier.*
- 9.4 *Neither Party has the right to use the other Party's IPRs, including any use of the other Party's names, logos or trademarks, except as provided in Clause 9 or otherwise agreed in writing. However, nothing shall prevent a Buyer from using any techniques, ideas, Know-How which the Buyer has gained during the performance of the Contract in the course of its normal business to the extent that this use does not result in the disclosure of the Supplier's Confidential Information or an infringement of IPRs.*
- 9.5 *If there is an IPR Claim, the Supplier indemnifies CCS and each Buyer against all Losses, damages, costs or expenses (including professional fees and fines) incurred as a result.*
- 9.6 *If an IPR Claim is made:*

- (a) *the Buyer shall notify the Supplier in writing of the IPR Claim and the Buyer shall not make any admissions which may be prejudicial to its defence or settlement. The Supplier shall at its own expense conduct all negotiations and any litigation arising out of or in connection with the IPR Claim provided always that the Supplier shall:-*
 - (i) *consult CCS and the Buyer on all substantive issues which arise during the conduct of such litigation and negotiations;*
 - (ii) *take due and proper account of the interests of the CCS and the Buyer;*
 - (iii) *consider and defend the IPR Claim diligently using competent counsel and in such a way as not to bring the reputation of the Buyer into disrepute; and*
 - (iv) *not settle or compromise the IPR Claim without the prior written approval of the Buyer (not to be unreasonably withheld or delayed).*
- (b) *or anticipated the Supplier must at its own expense and the Buyer's sole option, either:*
 - (i) *obtain for CCS and the Buyer the rights in Clause 9.1 and 9.2 without infringing any third party IPR; or*
 - (ii) *replace or modify the relevant item with substitutes that do not infringe IPR without adversely affecting the accuracy, completeness, reliability, functionality or performance of the Deliverables.*

11. How much you can be held responsible for

- 11.11 *No enquiry, inspection, approval, sanction, comment, consent, decision or instruction at any time made or given by or on behalf of the Buyer to any document or information provided by the Supplier in its provision of the Deliverables, and no failure of the Buyer to discern any defect in or omission from any such document or information shall operate to exclude or limit the obligations of a professional Supplier employed in a buyer / supplier relationship.*
- 11.12 *Save as otherwise expressly provided, the obligations of the Buyer under the Contract are obligations of the Buyer in its capacity as a contracting counterparty and nothing in the Contract shall operate as an obligation upon, or in any other way fetter or constrain the Buyer in any other capacity, nor shall the exercise by the Buyer of its duties and powers in any other capacity lead to any liability under the Contract (howsoever arising) on the part of the Buyer to the Supplier.*
- 11.13 *No individual nor any service company of the Supplier employing that individual shall have any personal liability to the Buyer for the Deliverables supplied by that individual on behalf of the Supplier and the Buyer shall not bring any claim under the Contract against that individual or such service company in respect of the Contract save in the case of Fraud or any liability for death or personal injury. Nothing in this Clause 11.13 shall in any way limit the liability of the Supplier in respect of the Deliverables, and such liability shall be uncapped unless otherwise specified in the Order Form.*

34 Resolving Disputes

Complaint Handling

- 34.8 *If a Complaint is made by any Buyer, either Party shall notify the other Party in writing of the Complaint which if not resolved by operation of the Supplier's usual Complaint handling procedure within 5 Working Days of becoming aware of the Complaint and, if the Supplier is providing the written notice, such notice shall contain full details of the Supplier's plans to resolve the Complaint.*
- 34.9 *Without prejudice to any:*
- (a) *rights and remedies that a complainant may have at Law (including under a Contract), and*
 - (b) *obligation of the Supplier to take remedial action under the provisions of the Contract,*

the Supplier shall use its best endeavours to resolve the Complaint within 10 Working Days and in so doing, shall deal with the Complaint fully, expeditiously and fairly.

Special Term 2: Modern Slavery Act 2015

1 Modern Slavery Act 2015

- 1.1 *The Supplier shall not use, or allow its Subcontractors to use, forced, bonded or involuntary prison labour;*
- 1.2 *shall not require any Contract or staff or Subcontractor staff to lodge deposits or identify papers with the Employer or deny Supplier staff freedom to leave their employer after reasonable notice;*
- 1.3 *warrants and represents that it has not been convicted of any slavery or human trafficking offences anywhere around the world.*
- 1.4 *warrants that to the best of its knowledge it is not currently under investigation, inquiry or enforcement proceedings in relation to any allegation of slavery or human trafficking offenses anywhere around the world.*
- 1.5 *shall make reasonable enquiries to ensure that its officers, employees and Subcontractors have not been convicted of slavery or human trafficking offences anywhere around the world.*
- 1.6 *shall have and maintain throughout the term of each Contract its own policies and procedures to ensure its compliance with the Modern Slavery Act 2015 and shall include in its contracts with its Subcontractors anti-slavery and human trafficking provisions;*
- 1.7 *shall implement due diligence procedures to ensure that there is no slavery or human trafficking in any part of its supply chain performing obligations under a Contract;*
- 1.8 *shall not use, or allow its employees or Subcontractors to use, physical abuse or discipline, the threat of physical abuse, sexual or other harassment and verbal abuse or other forms of intimidation of its employees or Subcontractors;*
- 1.9 *shall not use, or allow its Subcontractors to use, child or slave labour;*
- 1.10 *shall report the discovery or suspicion of any slavery or trafficking by it or its Subcontractors to the SIA without delay during the performance of this Contract to utilise the following help and advice service, so as to ensure that is suitably discharges its statutory obligations.*

The "Modern Slavery Helpline" refers to the point of contact for reporting suspicion, seeking help or advice and information on the subject of modern slavery available online at <https://www.modernslaveryhelpline.org/report> or by telephone on 08000 121 700

- 1.11 *During the Term or any extension of the Contract, the SIA is committed to ensuring that its supply chain complies with the above Act.*
- 1.12 *The Supplier shall provide a slavery and trafficking report covering the following but not limited to areas as relevant and proportionate to the Contract evidencing the actions taken, relevant to the Supplier and their supply chain associated with the Contract.*
 - 1.12.1 *Impact assessments undertaken*

- 1.12.2 *Steps taken to address risk/actual instances of modern slavery and how actions have been prioritised*
 - 1.12.3 *Evidence of stakeholder engagement*
 - 1.12.4 *Evidence of ongoing awareness training*
 - 1.12.5 *Business-level grievance mechanisms in place to address modern slavery*
 - 1.12.6 *Actions taken to embed respect for human rights and zero tolerance of modern slavery throughout the organisation*
- 1.13 *The SIA reserves the sole right to audit any and all slavery and trafficking reports submitted by the Supplier to an extent as deemed necessary and the Supplier shall unreservedly assist the SIA in doing so.*

Note: The SIA also reserves the right to amend or increase the frequency of reporting, as it deems necessary to secure assurance in order to comply with the Modern Slavery act.

The SIA requires such interim assurances to ensure that the Supplier is compliant and is monitoring its supply chain, so as to meet the requirements of the Modern Slavery Act.

The Supplier agrees that any financial burden associated with the completion and submission of this report and associated assistance at any time, shall be at the Suppliers cost to do so and will not be reimbursable.

Special Term 3: Supplier Taxation Clause and Additional

Taxation Obligations of the Supplier

1. *The relationship between the SIA and the Supplier will be that of “independent contractor” which means that the Supplier is not an employee, worker, agent or partner of the SIA and the Supplier will not give the impression that they are.*
 - 1.1 *The Supplier in respect of consideration shall always comply with the income tax Earnings and Pensions Act 2003 (ITEPA) and all other statutes and regulations relating to income tax in respect of that consideration.*
 - 1.2 *Where Supplier is liable to National Insurance Contributions (NICs) in respect of consideration received under this contract, it shall at all times comply with the Social Security Contributions and Benefits Act 1992 (SSCBA) and all other statutes and regulations relating to NICs in respect of that consideration.*
 - 1.3 *The SIA may, at any time during the term, completion extension or post termination of this contract, request (Supplier) to provide information which demonstrates how Supplier complies with its obligations under tax and National Insurance Clauses 1.1 and 1.2 above or why those clauses do not apply to it.*

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2. *As this is not an employment Contract the Supplier will be fully responsible for all their own tax including any national insurance contributions arising from carrying out the Services.*
3. *A request under Clause 1.3 above may specify the information which Supplier shall provide and the period within which that information must be provided.*
4. *In the case of a request mentioned in Clause 1.3 above, the provision of inadequate information or a failure to provide the information within the requested period, during any term or extension, may result in the SIA terminating the contract.*
5. *Any obligation by Supplier to comply with Clauses 1.1 and 1.2 shall survive any extension, completion or termination and Supplier obligations to Indemnify the SIA shall survive without limitation and until such time as any of these obligations are complied with.*
6. *The SIA may supply any information, including which it receives under Clause 1.3 to the commissioners of Her Majesty's Revenue and Customs for the purpose of the collection and management of revenue for which they are responsible.*
7. *If the SIA has to pay any such tax under Clauses 1.1 and 1.2 then the Supplier will pay back to the SIA in full, any money that the SIA has to pay, and they will also pay back the SIA for any fine or other punishment imposed on the SIA because the tax or national insurance was not paid by the Supplier.*
8. *Right to provide a substitute*
 - 8.1 *The CREDIT STYLE Research Limited (**the Supplier**) may at any time, with the prior written approval of the Security Industry Authority (**the Customer**), appoint a substitute with equivalent skill and expertise to perform the Services instead of the Individual (the Substitute). The Supplier will provide an overlap period of up to [ten] working days during which the Individual will ensure that the Substitute fully understands the requirements of the Customer and the work involved in the provision of the Services. The Supplier will not charge the Customer any extra fee for this overlap period. The Supplier will continue to invoice the Customer in accordance with Order Form and will be responsible for the remuneration of the Substitute. Any reference in this Agreement to the Individual will include any Substitute appointed in accordance with this clause.*
9. *Expenses*
 - 9.1 *The Supplier will be responsible for all out-of-pocket expenses and normal overhead expenditure incurred by it in the performance of its duties under this Agreement. For the avoidance of doubt the Supplier will not be reimbursed separately for these expenses.*
10. *Income tax and National Insurance contributions*
 - 10.1 *The Supplier will, as far as is required by law, be responsible for and will account to the appropriate authorities for all income tax liabilities and NICs or similar contributions and any other liability, deduction, contribution, assessment or claim arising from or made in connection with fees paid and/or benefits provided as a result of the performance of the Services and/or any payment or benefit received by the Individual and/or any Substitute in respect of the Services.*

- 10.2 *Where the Engagement is a Deemed Employment Engagement, the Customer will be permitted to make any such deductions for tax or NICs from the Fee as required by law in accordance with the determination made by the Customer.*
- 10.3 *If any claim, assessment or demand is made against the Customer payment of any income tax or NICs or other similar contributions arising from or due in connection with either the performance of the Services or any payment or benefit received by the Supplier and/or the Individual in respect of the Services, the Supplier will, where such recovery is not prohibited by law, indemnify the Customer against any liability, claim, assessment or demand. The Supplier will further indemnify the Customer against all costs and expenses and any penalty, fine or interest incurred or payable or paid by the Customer in connection with or in consequence of any such liability, assessment or claim other than where such costs, expenses or any penalty, fine or interest arise out of the Customer's negligence or wilful default.*
- 10.4 *The Customer may, at its sole discretion, satisfy the indemnity in Clause 10.3 (in whole or in part) by way of deduction from any payments to be made by the Customer to the Supplier.*
- 10.5 *The Supplier warrants that it is not, nor will it prior to the cessation of this Agreement become, a managed service Customer within the meaning of [section 61B](#) of the Income Tax (Earnings and Pensions) Act 2003.*
- 10.6 *The Supplier warrants that the Individual has a material interest in the Supplier, within the meaning of [section 51\(3\)–\(4\)](#) of the Income Tax (Earnings and Pensions) Act 2003.*

11. No employment or benefits

- 11.1 *While acting as a supplier for the Customer, the status of the Supplier will be that of an independent contractor and as such the Supplier and/or the Individual and/or anyone else who works for the Supplier will not be entitled to any pension, bonus, holiday, sickness or other fringe benefits from the Customer and nothing in the terms of this Agreement will render the Supplier or the Individual an agent, officer, employee, worker or partner of the Customer and the Supplier will not hold itself out as such, and will procure that the Individual will not hold herself out as such.*
- 11.2 *The Supplier will be fully responsible for, and will indemnify the Customer and in respect of any liability for any employment-related claim or any claim based on worker status (including reasonable costs and expenses) brought by the Individual, anyone engaged by Supplier and/or any Substitute against the Customer arising out of or in connection with the provision of the Services"*

CALL-OFF START DATE: 06 April 2023
CALL-OFF EXPIRY DATE: 06 April 2025
CALL-OFF INITIAL PERIOD: 2-Years
CALL-OFF OPTIONAL EXTENSION 12-Months
PERIOD

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

[REDACTED]

DATES FOR DELIVERY OF THE DELIVERABLES

[REDACTED]

TESTING OF DELIVERABLES

[REDACTED]

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.

[REDACTED]

CALL-OFF CHARGES

See details in Call-Off Schedule 5 (Pricing Details)

[REDACTED]

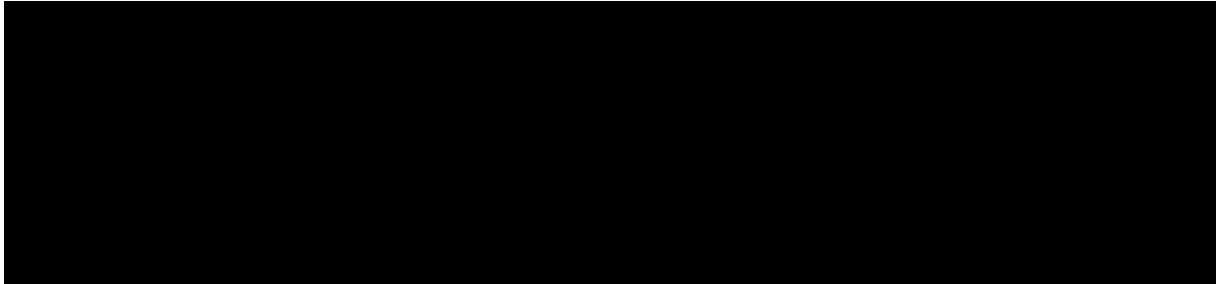
REIMBURSABLE EXPENSES

None

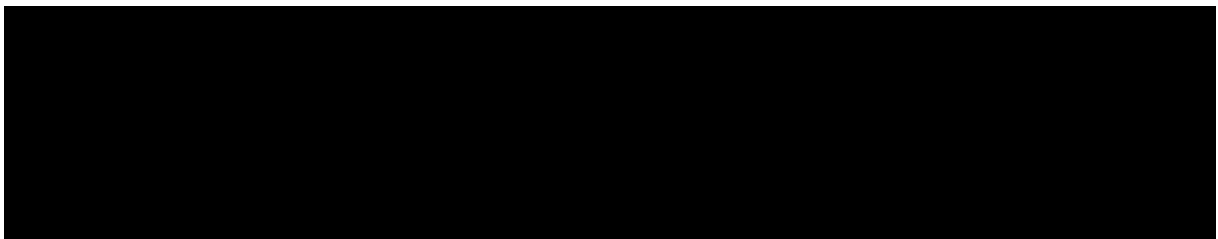
PAYMENT METHOD

All invoices must include the relevant valid Purchase Order (PO) number. Any invoices received without a valid PO number will be rejected. The Buyer shall raise a total contract value PO following contract signature and shall provide the PO number to the Supplier.

BUYER'S INVOICING ADDRESS:

A large black rectangular redaction box covering the Buyer's Invoicing Address.

BUYER'S AUTHORISED REPRESENTATIVE

A large black rectangular redaction box covering the Buyer's Authorised Representative details.

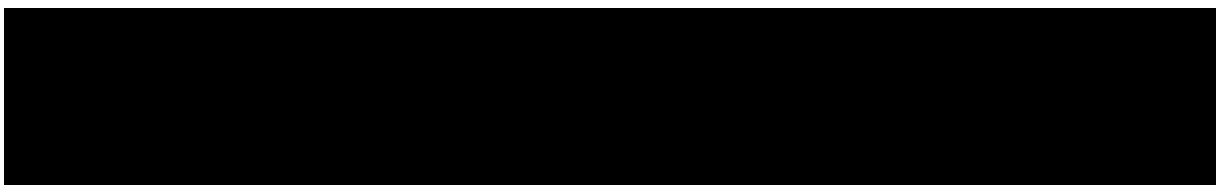
BUYER'S ENVIRONMENTAL POLICY

None

BUYER'S SECURITY POLICY

TBC – inline with Call off Schedule 9

SUPPLIER'S AUTHORISED REPRESENTATIVE

A large black rectangular redaction box covering the Supplier's Authorised Representative details.

SUPPLIER'S CONTRACT MANAGER

PROGRESS REPORT FREQUENCY

PROGRESS MEETING FREQUENCY

KEY STAFF

KEY SUBCONTRACTOR(S)

COMMERCIALLY SENSITIVE INFORMATION

SERVICE CREDITS

ADDITIONAL INSURANCES

Employer's (Compulsory) Liability Insurance = £5M

Public Liability Insurance = £5M

Professional Indemnity Insurance = £2M

GUARANTEE

[Redacted]

SOCIAL VALUE COMMITMENT

[Redacted]

For and on behalf of the Supplier:

[Redacted]

For and on behalf of Buyer:

[Redacted]