

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

### Order Form

CALL-OFF REFERENCE: 701213375 (DInfoCom/0150)

THE BUYER: D Info Commercial

BUYER ADDRESS: Blenheim Building,  
Army Headquarters,  
Monxton Road,  
Andover,  
Hampshire  
SP11 8HJ

THE SUPPLIER: Atos IT Services UK Ltd

SUPPLIER ADDRESS: Midcity Place,  
71 High Holborn,  
London,  
UK,  
WC1V 6EA,

REGISTRATION NUMBER: 1245534

DUNS NUMBER: 22-950-0657

SID4GOV ID: 229500657

### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 05/03/2021.

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 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:
  - 3.1 **Joint Schedules for RM6068**
    - Joint Schedule 2 (Variation Form)
    - Joint Schedule 3 (Insurance Requirements)
    - Joint Schedule 4 (Commercially Sensitive Information)
    - Joint Schedule 5 (Corporate Social Responsibility)
    - Joint Schedule 6 (Key Subcontractors) – **N/A**
    - Joint Schedule 7 (Financial Difficulties)
    - Joint Schedule 8 (Guarantee) – **N/A**
    - Joint Schedule 9 (Minimum Standards of Reliability) – **N/A**
    - Joint Schedule 10 (Rectification Plan)
    - Joint Schedule 11 (Processing Data)
    - Joint Schedule 12 (Supply Chain Visibility) – **N/A**
  - 3.2 **Call-Off Schedules for 701213375 (DInfoCom/0150)**
    - Call-Off Schedule 1 (Transparency Reports) – **N/A**
    - Call-Off Schedule 2 (Staff Transfer) – **N/A**
    - Call-Off Schedule 3 (Continuous Improvement) – **N/A**
    - Call-Off Schedule 4 (Call Off Tender) – **N/A**
    - Call-Off Schedule 5 (Pricing Details) – **N/A**
    - Call-Off Schedule 6 (ICT Services)
    - Call-Off Schedule 7 (Key Supplier Staff) – **N/A**
    - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) – **N/A**
    - Call-Off Schedule 9 (Security) Part A
    - Call-Off Schedule 10 (Exit Management) Part B
    - Call-Off Schedule 11 (Installation Works) – **N/A**
    - Call-Off Schedule 12 (Clustering) – **N/A**
    - Call-Off Schedule 13 (Implementation Plan and Testing) – **N/A**
    - Call-Off Schedule 14 (Service Levels) – **N/A**
    - Call-Off Schedule 15 (Call-Off Contract Management) – **N/A**
    - Call-Off Schedule 16 (Benchmarking) – **N/A**
    - Call-Off Schedule 17 (MOD Terms)
    - Call-Off Schedule 18 (Background Checks)
    - Call-Off Schedule 19 (Scottish Law) – **N/A**
    - Call-Off Schedule 20 (Call-Off Specification) – **N/A**
    - Call-Off Schedule 21 (Northern Ireland Law) – **N/A**
    - Call-Off Schedule 22 (Lease Terms) – **N/A**
    - Call-Off Schedule 23 (Optional Provisions) – **N/A**
4. **CCS Core Terms (version 3.0.6).**

No 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. **AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS**
  - 1.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved

**CALL-OFF START DATE:** 01 Apr 2021

**CALL-OFF EXPIRY DATE:** 31 Dec 2022

**CALL-OFF INITIAL PERIOD:** 21 Months

**CALL-OFF EXTENSION PERIOD (OPTIONAL):** 12 Months

## **CALL-OFF DELIVERABLES**

Option A: The Provision of ADS SAP Business Objects as detailed within the Statement of Requirement (Annex A).

## **LOCATION FOR DELIVERY**

As detailed within the Statement of Requirement (Annex A).

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

As detailed within the Statement of Requirement (Annex A).

## **TESTING OF DELIVERABLES**

Option A: None.

## **WARRANTY PERIOD**

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall a Minimum is 90 days.

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

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### **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  
£294,519.48

### **CALL-OFF CHARGES**

Charges for the Deliverables:

Year 1 payment: £294,519.48

Year 2 payment: £294,519.48

Year 3 payment (optional): £294,519.48

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**

CP&F.

### **BUYER'S INVOICE ADDRESS:**

Louise Hall

ADS Asset Manager

[louise.hall457@mod.gov.uk](mailto:louise.hall457@mod.gov.uk)

Army Digital Services, The Army Software and Analytics House, Information Exploitation Department, Information Directorate, Army Headquarters, IDL 405, Zone 3, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

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

Toni Prince

D Info Commercial Team Leader

[toni.prince177@mod.gov.uk](mailto:toni.prince177@mod.gov.uk)

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

### **BUYER'S ENVIRONMENTAL POLICY – N/A**

### **BUYER'S SECURITY POLICY – N/A**

**SUPPLIER'S AUTHORISED REPRESENTATIVE**

Jamie Branston  
Account Manager – Defence  
Jamie.branston@atos.net  
Second Floor  
Midcity Place  
71 High Holborn  
London  
WC1V 6EA  
United Kingdom

**SUPPLIER'S CONTRACT MANAGER**

Nick Cockayne  
Commercial Director  
nick.cockayne@atos.net  
Second Floor  
Midcity Place  
71 High Holborn  
London  
WC1V 6EA  
United Kingdom

**PROGRESS REPORT FREQUENCY – N/A**

**PROGRESS MEETING FREQUENCY – N/A**

**SUPPLIER KEY STAFF**

Jamie Branston  
Account Manager – Defence  
Jamie.branston@atos.net  
Second Floor  
Midcity Place  
71 High Holborn  
London  
WC1V 6EA  
United Kingdom

**KEY SUBCONTRACTOR(S) – N/A**

**COMMERCIALLY SENSITIVE INFORMATION**

Not applicable

**SERVICE CREDITS – N/A**

**ADDITIONAL INSURANCES – N/A**

**GUARANTEE – N/A**

**SOCIAL VALUE COMMITMENT – N/A**

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	Signature Redacted for data sensitivity	Signature:	Signature Redacted for data sensitivity
Name:	Tom Hall	Name:	Toni Prince MCIPS
Role:	Client Executive Defence	Role:	Army Comrcl (DInfo) SCO
Date:	30/03/2021	Date:	30 March 2021