

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

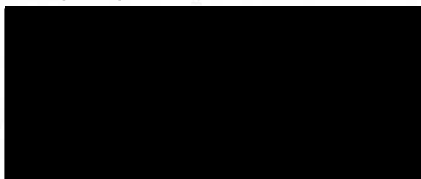
Part A

Order Form Template

CALL-OFF REFERENCE: **OGP-ESRI-ELA2019-20**

THE BUYER: Cabinet Office

BUYER ADDRESS The Cabinet Office – Office of Government
Property



THE SUPPLIER: ESRI (UK) Limited

SUPPLIER ADDRESS:



REGISTRATION NUMBER: 01288342

DUNS NUMBER: 226271518

SID4GOV ID: 213021

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29.03.2019. It's issued under the Framework Contract with the reference number RM3821 for the provision of Data and Applications Solutions.

CALL-OFF LOT(S):
LOT 2b

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) RM3821
3. The following Schedules in equal order of precedence:
 - Joint Schedules for framework reference number RM3821
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for this Call-Off Contract:
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services)
4. CCS Core Terms (version 3. 0.3)
5. Joint Schedule 5 (Corporate Social Responsibility) RM3821
6. Call-Off Schedule 21 (Supplier-Furnished Terms)

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:

- i. Any Non-COTS Third Party Software, COTS Software, Software as a Service (SaaS) Terms, and/or Software Support and/or Maintenance Terms (as applicable) shall be solely and exclusively governed by the terms referenced in Call-Off Schedule 21 (Supplier-Furnished Terms).

CALL-OFF START DATE: 01.04.2019

CALL-OFF EXPIRY DATE: 01.04.2022

CALL-OFF INITIAL PERIOD: 3 Years

CALL-OFF DELIVERABLES

As detailed in the Enterprise Agreement at Call Off Schedule 21, Part 1B (**"Enterprise Agreement"**)

Additionally, during the term of the Enterprise Agreement and included in the Charges, Supplier will provide:

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

Crown Copyright 2018

- 6 man days per annum time and materials professional services days to be called off (subject to availability) within each year of the 3 year Call Off Initial Period. Man days in one year cannot be carried over to subsequent years
- £5000 per annum of learning credits that can be used against scheduled or unscheduled training courses offered by Supplier (subject to availability). Learning credits in one year cannot be carried over to subsequent years.
- OS Premium Data – PSMA Bundle subscription

MAXIMUM LIABILITY

The Supplier's limitation of liability for this Call-Off Contract is 125% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £75,000.00.

CALL-OFF CHARGES

As detailed in the Enterprise Agreement:



Total charges: £240,000.00

Charges are exclusive of VAT.

Charges for years 2 and 3 shall be payable on the applicable anniversary date. The charges reflect a 3 year commercial arrangement. Therefore, in the event of the early termination of the Call Off Contract, any outstanding fees shall become payable immediately.

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

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Buyer agrees that expenses incurred by the Supplier in relation to the services (including travel and disbursements) shall be payable (recharged at cost).

PAYMENT METHOD

BACS, within 30 days from date of invoice.

BUYER'S INVOICE ADDRESS:



BUYER'S AUTHORISED REPRESENTATIVE

Name: [Redacted]

Email: [Redacted]

Position: Finance Business Partner

Phone: [Redacted]

BUYER'S ENVIRONMENTAL POLICY

Not applicable.

BUYER'S SECURITY POLICY

Not applicable.

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]
[REDACTED]
Address: as above.

SUPPLIER'S CONTRACT MANAGER

As above

PROGRESS REPORT FREQUENCY

Not applicable.

PROGRESS MEETING FREQUENCY

Not applicable.

KEY STAFF

Not applicable.

KEY SUBCONTRACTOR(S)

Not applicable.

COMMERCIALLY SENSITIVE INFORMATION

- The Enterprise Agreement
- Individual unit pricing detailed in the Enterprise Agreement and in this Order Form. The 'Total' price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

SERVICE CREDITS

Not applicable.

GUARANTEE


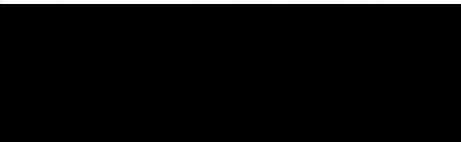


Not applicable.

SOCIAL VALUE COMMITMENT

Not applicable.

MINIMUM PERIOD OF NOTICE FOR NO FAULT TERMINATION

3 months.

For and on behalf of the Supplier ^{Buyer}		For and on behalf of the Buyer: <i>SUPPLIER</i>	
Signature:		Signature:	
Name:		Name:	
Role:	<i>Finance Business Partner</i>	Role:	Managing Director
Date:	<i>9/4/19</i>	Date:	04/04/19