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

# **Order Form**

CALL-OFF REFERENCE:	UKEF-0957
THE BUYER:	Secretary of State acting through the Export Credits Guarantee Department operating as UK Export Finance
BUYER ADDRESS	1 Horse Guards Road, Westminster, London SW1A 2HQ
THE SUPPLIER:	CDW Limited
SUPPLIER ADDRESS:	One New Change, London, EC4M 9AF
REGISTRATION NUMBER:	02465350
DUNS NUMBER:	504971730
SID4GOV ID:	Not used.

# APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 1<sup>st</sup> September 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 1 Hardware & 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) Not used
- o Joint Schedule 3 (Insurance Requirements) Not used
- o Joint Schedule 4 (Commercially Sensitive Information)
- o Joint Schedule 10 (Rectification Plan) Not used
- Joint Schedule 11 (Processing Data)
- Call-Off Schedules for UKEF-0957
  - Call-Off Schedule 5 (Pricing Details)
  - Call-Off Schedule 20 (Call-Off Specification)
- 4 CCS Core Terms (version 3.0.6) as amended by the Framework Award Form.
- 5 Joint Schedule 5 (Corporate Social Responsibility) RM6068
- 6 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.

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: [None]

CALL-OFF START DATE:1st September 2023CALL-OFF EXPIRY DATE:30th December 2023CALL-OFF INITIAL PERIOD:4 monthsCALL-OFF OPTIONAL EXTENSIONNonePERIODPERIOD

## CALL-OFF DELIVERABLES

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

## LOCATION FOR DELIVERY

Deliveries are via the goods in entrance by Clive Steps in King Charles Street, London SW1A 2AH. This is a secured area and information below is required 24hrs prior to the goods delivery. Deliveries should be marked for the attention of UKEF IT Team

Drivers Name Vehicle Reg Delivery Company

# DATES FOR DELIVERY OF THE DELIVERABLES



5570's - lead time

7430's - lead time

#### **TESTING OF DELIVERABLES**

Devices must have Autopilot and ready image ('unbloated laptops')

#### WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall be 12 months.

#### 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 **£92,720.06 ex. VAT** 

## **CALL-OFF CHARGES**

See details in Call-Off Schedule 4 (Tender 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**

Payment will be made via BACS within 30 days of valid.

Invoices to be sent to the Buyer's authorised representative and

ukef.invoicingteam@ukexportfinance.gov.uk

# **BUYER'S INVOICE ADDRESS:**

UK Export Finance 1 Horse Guards Rd Westminster London SW1A 2HQ

## **BUYER'S AUTHORISED REPRESENTATIVE**

@ukexportfinance.gov.uk

# **BUYER'S ENVIRONMENTAL POLICY**

UK Export Finance: Environmental, Social and Human Rights policy - GOV.UK (www.gov.uk)

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

N/A

## SUPPLIER'S AUTHORISED REPRESENTATIVE

VP of Sales

One New Change, London, EC4M 9AF

#### SUPPLIER'S CONTRACT MANAGER

Account Director - Central Government

#### PROGRESS REPORT FREQUENCY

N/A

#### **PROGRESS MEETING FREQUENCY**

N/A

Framework Schedule 6

## **KEY STAFF**

N/A

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

Not applicable

#### **COMMERCIALLY SENSITIVE INFORMATION**

Commercial information as contained within supplier tender submission.

#### SERVICE CREDITS

Not applicable

#### ADDITIONAL INSURANCES

Not applicable

#### GUARANTEE

Not applicable

#### SOCIAL VALUE COMMITMENT

Not applicable

For and on be	half of the Supplier:	
Signature:		
Name:		
Role:	VP of Sales	
Date:	29/08/2023	
For and on b		
Signature:		
Name:		
Role: Com	mercial Director	
Date: 30th	August 2023	

Framework Schedule 6

# Call-Off Schedule 4 (Call Off Tender)



# Call-Off Schedule 20 (Call-Off Specification)

This Schedule sets out the characteristics of the Deliverables that the Supplier will be required to make to the Buyers under this Call-Off Contract

#### Dell Latitude 7430 – Spec 1 (x50)

HARDWARE		
Processor	12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12	
	MB Cache, 12 Threads, up to 4.80 GHz)	
Base Options	Intellris Xe Graphics for i7-1265U vPro Processor with 16GB DDR4	
	Memory for Laptop	
Systems	Intel vPro Enterprise Technology Enabled	
Management		
Memory	16GB 3200MHz DDR4, Non-ECC, Integrated	
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	
LCD	Laptop 14.0" FHD (1920x1080) AG, Non-Touch, WVA, 250 nits, FHD IR	
	Camera + Intelligent Privacy, WLAN, Carbon Fiber	
Camera	FHD/IR Camera with ExpressSign-In + Intelligent Privacy, Temporal Noise	
	Reduction, Camera Shutter, Mic	
PalmRest	Palmrest, Fingerprint Reader, Carbon Fiber, Thunderbolt4	
Keyboard	English UK backlit keyboard, 80-key	
Wireless	Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth	
Primary Battery 58WHR, 4 Cell Long Life Cycle Battery		
AC Adapter	65W Type-C Adapter	
Power Cord	E4 Power Cord 1M for English-UK	

#### SOFTWARE

Operating System Windows 11 Pro, English, Dutch, French, German, Italian

#### Dell Mobile Precision Workstation 5570 (x 23)

#### HARDWARE

Processor Intel Core i9-12900H vPro (24 MB cache, 14 cores, 20 threads, 2.50 GHz to

	5.00 GHz, 45W)	
Video Card	NVIDIA RTX A2000, 8 GB DDR6	
Memory	32 GB, 2 x 16 GB, DDR5, 4800 MT/s	
Hard Drive	M.2 2280 1 TB, Gen 4 PCIe x4 NVMe, Solid State Drive	
Wireless	Intel Wi-Fi 6/6E (up to 6GHz) AX211 2x2 with Bluetooth Wireless	
	Driver Wireless Intel AX211 WLAN Driver	
Power Cord	E5 Power Cord 1M United Kingdom	
Keyboard	UK-English Backlit Keyboard	
EPEAT 2018	EPEAT 2018 Registered (Gold)	
ENERGY STAR	ENERGY STAR Qualified	
Systems	Intel vPro Technology Enabled	
Management		
FGA Module	Custom BTO Configuration	
Base	Dell Mobile Precision Workstation 5570 CTO	
Chassis Options Intel Core i9-12900H vPro with NVIDIA RTX A2000 8 GB graphics		
Primary Battery 6-cell 86 Whr Lithium Ion battery with ExpressCharge		
LCD	15.6" FHD+ 1920 x 1200, 60Hz, 500 nits, non-touch,w/Prem Panel Guar,	
	100% sRGB, Low BL w/ IR Cam	
Power Supply	USB Type-C to USB Type-A/HDMI Dongle, Black	
Power Supply	130W E5 Type C Power Adapter (EPEAT)	
Anti Theft Devi	ice Configuration Services Standard System Asset Label Location	
& Asset Tagging		

#### **SOFTWARE**

Operating System Windows 11 Pro, English, Dutch, French, German, Italian

#### Dell Latitude 7430 – Spec 2 (x5)

#### HARDWARE

Processor 12th Generation Intel vPro Enterprise with Intel Core i7-1265U (10 Core, 12

	MB Cache, 12 Threads, up to 4.80 GHz)	
Base Options	IntelIris Xe Graphics for i7-1265U vPro Processor with 16GB DDR4	
	Memory for 2-in-1	
Systems	Intel vPro Enterprise Technology Enabled	
Management		
Memory	16GB 3200MHz DDR4, Non-ECC, Integrated	
Hard Drive	M.2 256GB PCIe NVMe Class 35 Solid State Drive	
LCD	2-in-1, 14.0" FHD (1920x1080) AR+AS, SLP, Touch, WVA, 300 nits, HD/IR	
	Cam + Proximity sensor, WLAN, CF, Pen support	
Camera	FHD/IR Camera with ExpressSign-In, Temporal Noise Reduction, Camera	
	Shutter, Mic	
PalmRest	Palmrest, Fingerprint Reader, Carbon Fiber, Thunderbolt4	
Keyboard	English UK backlit keyboard, 80-key	
Wireless	Intel(R) Wi-Fi 6E AX211 2x2 802.11ax 160MHz + Bluetooth	
Primary Battery 58WHR, 4 Cell Long Life Cycle Battery		
AC Adapter	65W Type-C Adapter	
Power Cord	E4 Power Cord 1M for English-UK	

#### <u>SOFTWARE</u>

Operating System Windows 11 Pro, English, Dutch, French, German, Italian

Dell Active Pen- PN5122W (x5)

# Joint Schedule 11 (Processing Data)

#### 1. Status of the Controller

- 1.1 The Parties acknowledge that for the purposes of the Data Protection Legislation, the nature of the activity carried out by each of them in relation to their respective obligations under a Contract dictates the status of each party under the DPA. A Party may act as:
  - 1.1.1 "Controller" in respect of the other Party who is "Processor";
  - 1.1.2 "Processor" in respect of the other Party who is "Controller";
  - 1.1.3 "Joint Controller" with the other Party;
  - 1.1.4 "Independent Controller" of the Personal Data where the other Party is also "Controller",

in respect of certain Personal Data under a Contract and shall specify in Annex 1 (Processing Personal Data) which scenario they think shall apply in each situation.

#### 2. Where one Party is Controller and the other Party its Processor

- 2.1 Where a Party is a Processor, the only Processing that it is authorised to do is listed in Annex 1 (Processing Personal Data) by the Controller.
- 2.2 The Processor shall notify the Controller immediately if it considers that any of the Controller's instructions infringe the Data Protection Legislation.
- 2.3 The Processor shall provide all reasonable assistance to the Controller in the preparation of any Data Protection Impact Assessment prior to commencing any Processing. Such assistance may, at the discretion of the Controller, include:
  - 2.3.1 a systematic description of the envisaged Processing and the purpose of the Processing;
  - 2.3.2 an assessment of the necessity and proportionality of the Processing in relation to the Services;
  - 2.3.3 an assessment of the risks to the rights and freedoms of Data Subjects; and
  - 2.3.4 the measures envisaged to address the risks, including safeguards, security measures and mechanisms to ensure the protection of Personal Data.
- 2.4 The Processor shall, in relation to any Personal Data Processed in connection with its obligations under the Contract:
  - 2.4.1 Process that Personal Data only in accordance with Annex 1 (Processing Personal Data), unless the Processor is required to do otherwise by Law. If it is so required the Processor shall promptly notify the Controller before Processing the Personal Data unless prohibited by Law;
  - 2.4.2 ensure that it has in place Protective Measures, including in the case of the Supplier the measures set out in Clause 14.3 of the Core Terms, which the Controller may reasonably reject (but failure to reject shall not amount to approval by the Controller of the adequacy of the Protective Measures) having taken account of the:

- (a) nature of the data to be protected;
- (b) harm that might result from a Data Loss Event;
- (c) state of technological development; and
- (d) cost of implementing any measures;
- 2.4.3 ensure that:
  - (a) the Processor Personnel do not Process Personal Data except in accordance with the Contract (and in particular Annex 1 (*Processing Personal Data*));
  - (b) it takes all reasonable steps to ensure the reliability and integrity of any Processor Personnel who have access to the Personal Data and ensure that they:
    - are aware of and comply with the Processor's duties under this Joint Schedule 11, Clauses 14 (Data protection), 15 (What you must keep confidential) and 16 (When you can share information);
    - ii. are subject to appropriate confidentiality undertakings with the Processor or any Sub-processor;
    - iii. are informed of the confidential nature of the Personal Data and do not publish, disclose or divulge any of the Personal Data to any third party unless directed in writing to do so by the Controller or as otherwise permitted by the Contract; and
    - iv. have undergone adequate training in the use, care, protection and handling of Personal Data;
- 2.4.4 not transfer Personal Data outside of the EU unless the prior written consent of the Controller has been obtained and the following conditions are fulfilled:
  - (a) the Controller or the Processor has provided appropriate safeguards in relation to the transfer (whether in accordance with GDPR Article 46 or LED Article 37) as determined by the Controller;
  - (b) the Data Subject has enforceable rights and effective legal remedies;
  - (c) the Processor complies with its obligations under the Data Protection Legislation by providing an adequate level of protection to any Personal Data that is transferred (or, if it is not so bound, uses its best endeavours to assist the Controller in meeting its obligations); and
  - (d) the Processor complies with any reasonable instructions notified to it in advance by the Controller with respect to the Processing of the Personal Data; and
- 2.4.5 at the written direction of the Controller, delete or return Personal Data (and any copies of it) to the Controller on termination of the Contract unless the Processor is required by Law to retain the Personal Data.

- 2.5 Subject to paragraph 2.6 of this Joint Schedule 11, the Processor shall notify the Controller immediately if in relation to it Processing Personal Data under or in connection with the Contract it:
  - 2.5.1 receives a Data Subject Access Request (or purported Data Subject Access Request);
  - 2.5.2 receives a request to rectify, block or erase any Personal Data;
  - 2.5.3 receives any other request, complaint or communication relating to either Party's obligations under the Data Protection Legislation;
  - 2.5.4 receives any communication from the Information Commissioner or any other regulatory authority in connection with Personal Data Processed under the Contract;
  - 2.5.5 receives a request from any third Party for disclosure of Personal Data where compliance with such request is required or purported to be required by Law; or
  - 2.5.6 becomes aware of a Data Loss Event.
- 2.6 The Processor's obligation to notify under paragraph 2.5 of this Joint Schedule 11 shall include the provision of further information to the Controller in phases, as details become available.
- 2.7 Taking into account the nature of the Processing, the Processor shall provide the Controller with reasonable assistance in relation to either Party's obligations under Data Protection Legislation and any complaint, communication or request made under paragraph 2.5 of this Joint Schedule 11 (and insofar as possible within the time-scales reasonably required by the Controller) including by promptly providing:
  - 2.7.1 the Controller with full details and copies of the complaint, communication or request;
  - 2.7.2 such assistance as is reasonably requested by the Controller to enable it to comply with a Data Subject Request within the relevant timescales set out in the Data Protection Legislation;
  - 2.7.3 the Controller, at its request, with any Personal Data it holds in relation to a Data Subject;
  - 2.7.4 assistance as requested by the Controller following any Data Loss Event; and/or
  - 2.7.5 assistance as requested by the Controller with respect to any request from the Information Commissioner's Office, or any consultation by the Controller with the Information Commissioner's Office
- 2.8 The Processor shall maintain complete and accurate records and information to demonstrate its compliance with this Joint Schedule 11. This requirement does not apply where the Processor employs fewer than 250 staff, unless:
  - 2.8.1 the Controller determines that the Processing is not occasional;

- 2.8.2 the Controller determines the Processing includes special categories of data as referred to in Article 9(1) of the GDPR or Personal Data relating to criminal convictions and offences referred to in Article 10 of the GDPR; or
- 2.8.3 the Controller determines that the Processing is likely to result in a risk to the rights and freedoms of Data Subjects.
- 2.9 The Processor shall allow for audits of its Data Processing activity by the Controller or the Controller's designated auditor.
- 2.10 The Parties shall designate a Data Protection Officer if required by the Data Protection Legislation.
- 2.11 Before allowing any Subprocessor to Process any Personal Data related to the Contract, the Processor must:
  - 2.11.1 notify the Controller in writing of the intended Subprocessor and Processing;
  - 2.11.2 obtain the written consent of the Controller;
  - 2.11.3 enter into a written agreement with the Subprocessor which gives effect to the terms set out in this Joint Schedule 11 such that they apply to the Subprocessor; and
  - 2.11.4 provide the Controller with such information regarding the Subprocessor as the Controller may reasonably require.
- 2.12 The Processor shall remain fully liable for all acts or omissions of any of its Subprocessors.
- 2.13 The Relevant Authority may, at any time on not less than 30 Working Days' notice, revise this Joint Schedule 11 by replacing it with any applicable controller to processor standard clauses or similar terms forming part of an applicable certification scheme (which shall apply when incorporated by attachment to the Contract).
- 2.14 The Parties agree to take account of any guidance issued by the Information Commissioner's Office. The Relevant Authority may on not less than 30 Working Days' notice to the Supplier amend the Contract to ensure that it complies with any guidance issued by the Information Commissioner's Office.

#### 3. Where the Parties are Joint Controllers of Personal Data

3.1 In the event that the Parties are Joint Controllers in respect of Personal Data under the Contract, the Parties shall implement paragraphs that are necessary to comply with GDPR Article 26 based on the terms set out in Annex 2 to this Joint Schedule 11 (*Processing Data*).

#### 4. Independent Controllers of Personal Data

- 4.1 With respect to Personal Data provided by one Party to another Party for which each Party acts as Controller but which is not under the Joint Control of the Parties, each Party undertakes to comply with the applicable Data Protection Legislation in respect of their Processing of such Personal Data as Controller.
- 4.2 Each Party shall Process the Personal Data in compliance with its obligations under the Data Protection Legislation and not do anything to cause the other Party to be in breach of it.

- 4.3 Where a Party has provided Personal Data to the other Party in accordance with paragraph 4.1 of this Joint Schedule 11, the recipient of the Personal Data will provide all such relevant documents and information relating to its data protection policies and procedures as the other Party may reasonably require.
- 4.4 The Parties shall be responsible for their own compliance with Articles 13 and 14 GDPR in respect of the Processing of Personal Data for the purposes of the Contract.
- 4.5 The Parties shall only provide Personal Data to each other:
  - 4.5.1 to the extent necessary to perform their respective obligations under the Contract;
  - 4.5.2 in compliance with the Data Protection Legislation (including by ensuring all required data privacy information has been given to affected Data Subjects to meet the requirements of Articles 13 and 14 of the GDPR); and
  - 4.5.3 where it has recorded it in Annex 1 (*Processing Personal Data*).
- 4.6 Taking into account the state of the art, the costs of implementation and the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of natural persons, each Party shall, with respect to its Processing of Personal Data as Independent Controller, implement and maintain appropriate technical and organisational measures to ensure a level of security appropriate to that risk, including, as appropriate, the measures referred to in Article 32(1)(a), (b), (c) and (d) of the GDPR, and the measures shall, at a minimum, comply with the requirements of the Data Protection Legislation, including Article 32 of the GDPR.
- 4.7 A Party Processing Personal Data for the purposes of the Contract shall maintain a record of its Processing activities in accordance with Article 30 GDPR and shall make the record available to the other Party upon reasonable request.
- 4.8 Where a Party receives a request by any Data Subject to exercise any of their rights under the Data Protection Legislation in relation to the Personal Data provided to it by the other Party pursuant to the Contract ("Request Recipient"):
  - 4.8.1 the other Party shall provide any information and/or assistance as reasonably requested by the Request Recipient to help it respond to the request or correspondence, at the cost of the Request Recipient; or
  - 4.8.2 where the request or correspondence is directed to the other Party and/or relates to that other Party's Processing of the Personal Data, the Request Recipient will:
    - (a) promptly, and in any event within five (5) Working Days of receipt of the request or correspondence, inform the other Party that it has received the same and shall forward such request or correspondence to the other Party; and
    - (a) provide any information and/or assistance as reasonably requested by the other Party to help it respond to the request or correspondence in the timeframes specified by Data Protection Legislation.

- 4.9 Each Party shall promptly notify the other Party upon it becoming aware of any Personal Data Breach relating to Personal Data provided by the other Party pursuant to the Contract and shall:
  - 4.9.1 do all such things as reasonably necessary to assist the other Party in mitigating the effects of the Personal Data Breach;
  - 4.9.2 implement any measures necessary to restore the security of any compromised Personal Data;
  - 4.9.3 work with the other Party to make any required notifications to the Information Commissioner's Office and affected Data Subjects in accordance with the Data Protection Legislation (including the timeframes set out therein); and
  - 4.9.4 not do anything which may damage the reputation of the other Party or that Party's relationship with the relevant Data Subjects, save as required by Law.
- 4.10 Personal Data provided by one Party to the other Party may be used exclusively to exercise rights and obligations under the Contract as specified in Annex 1 (*Processing Personal Data*).
- 4.11 Personal Data shall not be retained or processed for longer than is necessary to perform each Party's respective obligations under the Contract which is specified in Annex 1 (*Processing Personal Data*).
- 4.12 Notwithstanding the general application of paragraphs 2 to 15 of this Joint Schedule 11 to Personal Data, where the Supplier is required to exercise its regulatory and/or legal obligations in respect of Personal Data, it shall act as an Independent Controller of Personal Data in accordance with paragraphs 3.1 to 4.11 of this Joint Schedule 11.

# **Annex 1 - Processing Personal Data**

This Annex shall be completed by the Controller, who may take account of the view of the Processors, however the final decision as to the content of this Annex shall be with the Relevant Authority at its absolute discretion.

- 1.1 The contact details of the Relevant Authority's Data Protection Officer are:
- 1.2 The contact details of the Supplier's Data Protection Officer are:
- 1.3 The Processor shall comply with any further written instructions with respect to Processing by the Controller.
- 1.4 Any such further instructions shall be incorporated into this Annex.

#### A) Personal Data Processing Template

Description	Details
Identity of Controller for each Category of Personal Data	The Parties are Independent Controllers of Personal Data
	The Parties acknowledge that they are Independent Controllers for the purposes of the Data Protection Legislation in respect of:
	Personal Contact details to allow administration of contract
Duration of the Pro- cessing	For the duration of the contract.
Nature and pur- poses of the Pro- cessing	Personal Contact details to allow administration of contract.
Type of Personal Data	Name, address, email address and telephone numbers.
Categories of Data Subject	Customers and Suppliers.
Plan for return and destruction of the data once the Pro- cessing is complete	Data retained for the duration of the contract unless required for leg- islative, audit or compliance purposes
UNLESS require- ment under Union or Member State law to preserve that type of data	