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

#### **Order Form**

CALL-OFF REFERENCE: PS/23/203

THE BUYER: Driver and Vehicle Licensing Agency (DVLA)

BUYER ADDRESS Longview Road, Swansea, SA6 7JL

THE SUPPLIER: Jigsaw Systems Limited (T/A Jigsaw24)

SUPPLIER ADDRESS: The Old Mill, 40 High Church Street, Nottingham NG7

7JA

REGISTRATION NUMBER: 02682904
DUNS NUMBER & SID4GOV ID: 77-105-9292

#### APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated as below in the signature panel.

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) (enclosed)

- Call-Off Schedules for PS/23/203
  - o Call-Off Schedule 5 (Pricing Details) (enclosed)
  - o Call-Off Schedule 6 (ICT Services)
  - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) Part B
  - Call-Off Schedule 9 (Security) Part C
  - Call-Off Schedule 10 (Exit Management) Part B
  - o Call-Off Schedule 20 (Call-Off Specification) (enclosed)
- CCS Core Terms (version 3.0.6)
- Joint Schedule 1 (Definitions)
- Joint Schedule 5 (Corporate Social Responsibility)
- Appendixes A to E and 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**

Not applicable

CALL-OFF START DATE: By 31st January 2024
CALL-OFF EXPIRY DATE: By 30th January 2027

CALL-OFF INITIAL PERIOD: 36 Months

CALL-OFF OPTIONAL EXTENSION PERIOD: No extension options

#### CALL-OFF DELIVERABLES

The requirement is to purchase 250 Adobe Acrobat Pro Enterprise licences per annum, as a baseline, via Adobe's Enterprise Team License Agreement (ETLA) and CCS MOU.

DVLA would also like to build in the option to call off a further 50 licenses per year, via Adobe's "True Up" process and therefore the total potential licences required for this contract will be up to a maximum of 300 per year.

#### LOCATION FOR DELIVERY

Driver and Vehicle Licensing Agency, Longview Road, Swansea SA6 7JL

#### DATES FOR DELIVERY OF THE DELIVERABLES

\*\*\*\* ALL SERVICES TO BE PROVIDED BY 31ST JANUARY 2024 \*\*\*\*

#### **TESTING OF DELIVERABLES**

Not applicable

#### **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.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £59,515.00

#### **CALL-OFF CHARGES**

Total contract value - £206,842.50 when including the option of 150 additional licences across the term of the contract (50 per annum).

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**

All invoice payments will be via BACS

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

Email Address: <a href="mailto:ssa.invoice@sharedservicesarvato.co.uk">ssa.invoice@sharedservicesarvato.co.uk</a> Invoice Procedures embedded below:



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

REDACTED
Commercial Advisor
REDACTED@dvla.gov.uk

Commercial Directorate, DVLA, Longview Road, Swansea SA6 7JL

#### **BUYER'S ENVIRONMENTAL POLICY**



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

Not applicable

#### SUPPLIER'S AUTHORISED REPRESENTATIVE

#### **REDACTED**

Strategic Account Director REDACTED@jigsaw24.com REDACTED

#### SUPPLIER'S CONTRACT MANAGER

#### **REDACTED**

Director of Bids and Frameworks

REDACTED@jigsaw24.com

The Old Mill, 40 High Church Street, Nottingham NG7 7JA

#### PROGRESS REPORT FREQUENCY

Not applicable

#### PROGRESS MEETING FREQUENCY

Not applicable

#### **KEY STAFF**

To be agreed with successful supplier following contract award

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

Not applicable

#### **COMMERCIALLY SENSITIVE INFORMATION**

As per Joint Schedule 4 – unit pricing information to be considered Commercial Sensitive for the Agreement Term.

#### SERVICE CREDITS

Not applicable

#### **ADDITIONAL INSURANCES**

Not applicable

## **GUARANTEE**

Not applicable

## **SOCIAL VALUE COMMITMENT**

Not applicable

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	REDACTED	Signature:	REDACTED
Name:	REDACTED	Name:	REDACTED
Role:	Director of Bids and Frameworks	Role:	
Date:	18 <sup>th</sup> January 2024	Date:	

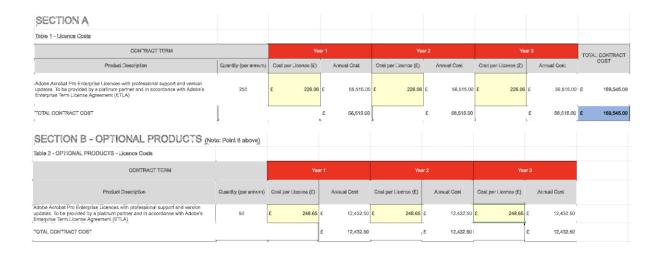
# Joint Schedule 4 (Commercially Sensitive Information)

#### 1. What is the Commercially Sensitive Information?

- 1.1 In this Schedule the Parties have sought to identify the Supplier's Confidential Information that is genuinely commercially sensitive and the disclosure of which would be the subject of an exemption under the FOIA and the EIRs.
- 1.2Where possible, the Parties have sought to identify when any relevant Information will cease to fall into the category of Information to which this Schedule applies in the table below and in the Order Form (which shall be deemed incorporated into the table below).
- 1.3 Without prejudice to the Relevant Authority's obligation to disclose Information in accordance with FOIA or Clause 16 (When you can share information), the Relevant Authority will, in its sole discretion, acting reasonably, seek to apply the relevant exemption set out in the FOIA to the following Information:

No.	Date	Item(s)	Duration of Confidentiality
1.	18 <sup>th</sup> January 2024	Adobe licence unit pricing	Term of the Agreement

# **Call-Off Schedule 5 (Pricing Details)**



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

1.4 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

