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

**Order Form**

CALL-OFF REFERENCE: **REDACTED**

THE BUYER: The Comptroller-General of patents, designs, and trade marks, acting through the Patent Office operating in the name of the Intellectual Property Office

BUYER ADDRESS REDACTED

THE SUPPLIER: Ultima Business Group Ltd

SUPPLIER ADDRESS:Gainsborough House

 Manor Farm Road

 Reading

 RG2 0NA

REGISTRATION NUMBER:02521249

DUNS NUMBER: **211624384**

SID4GOV ID: **N/A**

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 30th November 2024.

It’s issued under the Framework Contract with the reference number RM6098 for the provision of Technology Products & Associated Service 2.

CALL-OFF LOT(S):

Lot 3 Software

CALL-OFF INCORPORATED TERMS

This is a Gold Contract.

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) RM6098
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
* Joint Schedules for RM6098
	+ Joint Schedule 2 (Variation Form)
	+ Joint Schedule 3 (Insurance Requirements)
	+ Joint Schedule 4 (Commercially Sensitive Information)
1. CCS Core Terms (version 3.0.11) as amended by the Framework Award Form
2. Joint Schedule 5 (Corporate Social Responsibility) RM6098

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: **30th November 2024**

CALL-OFF EXPIRY DATE: **29th November 2029**

CALL-OFF INITIAL PERIOD: **5 Years**

CALL-OFF DELIVERABLES

|  |  |  |
| --- | --- | --- |
| **Part No** | **Description** | **Quantity** |
| E0PPBLL | IBM Cloud Pak for Integration Virtual Processor Core SW Subscription & Support 12 Months | 141 |
| E0QB6LL | IBM Cloud Pak for Applications Virtual Processor Core SW Subscription & Support 12 Months | 50 |
| E027NLL | IBM Metric Tool Per Establishment Annual SW Subscription & Support Renewal | 1 |
| D21YFLL | IBM Cloud Pak for Business Automation as a Service Thousand FlexPoint Service Level Agreement | 1 |
| D21Y5LL | IBM Cloud Pak for Business Automation as a Service Thousand FlexPoint per Month | 65 |
| D21Y6LL | IBM Cloud Pak for Business Automation as a Service Thousand FlexPoint Overage | 1 |
| D20RWLL | From Eligible Programs Trade Up License + SW Subscription & Support 12 Months – Year 1 | 19 |
| E0PMHLL | IBM Cloud Pak for Business Automation Virtual Processor Core Annual SW Subscription & Support Renewal 12 Months  | 19 |

LOCATION FOR DELIVERY

Intellectual Property Office

Concept House

Cardiff Road

Newport

NP10 8QQ

DATES FOR DELIVERY

Proof of Entitlement to be provided to the IPO by the 30th November 2024.

TESTING OF DELIVERABLES

N/A

WARRANTY PERIOD

N/A

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 **125%** in the first 12 months of the Contract.

CALL-OFF CHARGES

Year 1 - REDACTED

Year 2 - REDACTED

Year 3 - REDACTED

Year 4 - REDACTED

Year 5 – REDACTED

Total - £5,060,711.47

There is an additional concession of an additional REDACTED for overages under part number D21Y6LL.

All process quoted are in GBP and are exclusive of VAT.

REIMBURSABLE EXPENSES

N/A

PAYMENT METHOD

BACS payment, annual in advance. Invoices to be sent to REDACTED

BUYER’S INVOICE ADDRESS:

REDACTED

BUYER’S AUTHORISED REPRESENTATIVE

REDACTED

BUYER’S ENVIRONMENTAL POLICY

**N/A**

BUYER’S SECURITY POLICY

**N/A**

SUPPLIER’S AUTHORISED REPRESENTATIVE

REDACTED

SUPPLIER’S CONTRACT MANAGER

REDACTED

PROGRESS REPORT FREQUENCY

**N/A**

PROGRESS MEETING FREQUENCY

**N/A**

KEY STAFF

REDACTED

KEY SUBCONTRACTOR(S)

**N/A**

COMMERCIALLY SENSITIVE INFORMATION

N/A

SERVICE CREDITS

**N/A**

ADDITIONAL INSURANCES

N/A

GUARANTEE

N/A

SOCIAL VALUE COMMITMENT

The IPO can be confident in working with Ultima, that we are committed to identifying opportunities to deliver environmental benefits during the contract period. This is demonstrated through our published Carbon Reduction Plan, ISO9001 certification, alignment to ISO14001, (hoping to be certified by end FY24-25), and Bronze EcoVadis medal. The roadmap for our ESG commitments includes net zero by 2035, and dedicating £1M+ of our time to support our customers.

The IPO ‘aspire to reduce the impact on the natural environment from our operations and to maximise and enhance environmental improvement’.

In synergy with the IPO, Ultima is committed to identifying opportunities to reduce environmental impact, and will support the IPO throughout this contract, by offering regular review meetings held remotely via online meetings such as Teams. This will assist the IPO with reducing the impact of travel domestically from commuting to in-person meetings and encourage employees to reduce the environmental impacts associated with their work. Our dedicated ESG team monitor government legislation and initiatives to understand public sector strategy/ objectives, enabling us to proactively support our customers to make informed, energy conscious, ethical, and socially responsible procurement decisions. We pledge by 2030 to have volunteered £1m of Ultima time to communities and environment and collected 5 tons for waste from beaches and rivers.

Ultima has halved Scope 1 and 2 emissions since 2019 from activities such as heating and powering offices by renewable energy, energy monitoring due to sub-metering, and efficiency in transferring the majority of our on-Premise services to Cloud platforms. Transition to renewable energy has reduced scope 2 emissions to almost zero, with only a small amount of WTT emissions contributing to the scope 3 figures.

• Ultima is committed to a paperless office and in our warehouse all packaging is recycled or reused.

• Since 2019 we have halved our employee commuting impact.

• Ultima’s LABS software services are estimated to reduce our customers’ carbon impacts by over 50%.

We pledge by 2030:

• To further reduce our scope 1, 2, and 3 carbon emissions and to be aligned with net-zero ambitions

• 70% of Ultima Services to customers will reduce their carbon impact in our scope 3 value chain.

• Support our customers to reduce the impact of emissions due to unavoidable business travel through a verified Carbon Offset provider.

• Aim to partner with suppliers to provide energy-efficient products and source materials within a circular economy enabling customers to meet their own net zero ambitions.

• As downstream deliveries constitute a significant portion of our Scope 3 emissions, we will encourage our delivery agent, to convert company fleet to fully electric vehicles or hybrid vehicles.

• Aim to implement energy-efficient technologies across our offices, including upgrading to LED lighting and optimising heating/cooling systems.

Contracting\_Authority\_Signature

REDACTED

Supplier\_Signature

REDACTED