Order Form

CALL-OFF REFERENCE:

THE BUYER: Environment Agency

BUYER ADDRESS Horizon House, Deanery Road, Bristol, BS1 5AH

THE SUPPLIER: Asite Solutions Limited

SUPPLIER ADDRESS: Leconfield House, London, W1J 5JA

REGISTRATION NUMBER: 04040122

DUNS NUMBER: **22-037-7076**

SID4GOV ID: N/A

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 29/11/2023. It's issued under the Framework Contract with the reference number RM6259 for the provision of Vertical Application Solutions.

CALL-OFF LOT(S):

Lot 3 – Housing, Environmental and Planning Solutions

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) RM6259
- 3. Framework Special Terms

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0 Model Version: v3.8

Crown Copyright 2022

- 4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - o Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors)
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility)
 - Call-Off Schedules for Cloud Collaboration for Asset Management
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 3 (Continuous Improvement)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff)
 - Call-Off Schedule 8 (Business Continuity and Disaster Recovery)
 - Call-Off Schedule 9 (Security)
 - Call-Off Schedule 10 (Exit Management)
 - Call-Off Schedule 14 (Service Levels)
 - Call-Off Schedule 15 (Call-Off Contract Management)
 - Call-Off Schedule 16 (Benchmarking)
 - Call-Off Schedule 20 (Call-Off Specification)
- 5. CCS Core Terms (version 3.0.11)
- 6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
- 7. 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: In relation to the Security Policy for this requirement, the Supplier is required to (at a minimum) comply with ISO27001, the Environment Agency Security Management Plan & Cyber Essentials (evidence of certification will be required prior to contract signature).

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0 Model Version: v3.8

Crown Copyright 2022

CALL-OFF START DATE: 1st December 2023

CALL-OFF EXPIRY DATE: 30th November 2025

CALL-OFF INITIAL PERIOD: 2 years (with two one (1) year options)

CALL-OFF DELIVERABLES

Option B: See details in Call-Off Schedule 20 (Call-Off Specification)

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is stated in Clause 11.2 of the Core Terms.

CALL-OFF CHARGES

Option B: See details in Call-Off Schedule 5 (Pricing 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:

- Specific Change in Law
- Benchmarking using Call-Off Schedule 16 (Benchmarking)

REIMBURSABLE EXPENSES

None

PAYMENT METHOD

BACS paid monthly in arrears on the presentation of the monthly Progress Report that needs to be signed off and authorised by the Authority representative. The Supplier will issue digital copies of the invoice (including the Purchase Order Number and the Call Off Contract reference) and if authorised, these will be paid within thirty (30) days on the presentation of a valid and jointly-agreed invoice.

BUYER'S INVOICE ADDRESS:



Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0 Model Version: v3.8

Crown Copyright 2022

BUYER'S AUTHORISED REPRESENTATIVE



BUYER'S ENVIRONMENTAL POLICY

Environmental Improvement Plan 2023, 1.0, 31 Jan 2023, available online at: https://assets.publishing.service.gov.uk/government/uploads/system/uploads/ attachment data/file/1168372/environmental-improvement-plan-2023.pdf

BUYER'S SECURITY POLICY

Security Policy Framework; 1.0; 02/12/2022; available online at: Security policy framework - GOV.UK (www.gov.uk)

SUPPLIER'S AUTHORISED REPRESENTATIVE



SUPPLIER'S CONTRACT MANAGER



PROGRESS REPORT FREQUENCY

This report is to be reviewed at the Progress Meetings.

PROGRESS MEETING FREQUENCY

To be held weekly (exceptions to be mutually agreed).

KEY STAFF



KEY SUBCONTRACTOR(S)



COMMERCIALLY SENSITIVE INFORMATION As per Joint Schedule 4

SERVICE CREDITS

See Schedule 14 - Service Levels

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0 Model Version: v3.8

Crown Copyright 2022

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

The Supplier agrees, in providing the Deliverables and performing its obligations under the Call-Off Contract, that it will comply with the social value commitments in Call-Off Schedule 4 (Call-Off Tender).

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	Category Manager
Date:		Date:	29/11/2023

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0 Model Version: v3.8