

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

Order Form

CALL-OFF REFERENCE: 701428381 (DInfoCom/0164)

THE BUYER: D Info Commercial

BUYER ADDRESS: Blenheim Building,
Army Headquarters,
Monxton Road,
Andover,
Hampshire
SP11 8HJ

THE SUPPLIER: Atos IT Services UK Limited

SUPPLIER ADDRESS: Midcity Place,
71 High Holborn,
London,
UK,
WC1V 6EA,

REGISTRATION NUMBER: 1245534

DUNS NUMBER: 22-950-0657

SID4GOV ID: 22-950-0657

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated **25 Feb 2022**.

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 and 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:
 - 3.1 **Joint Schedules for RM6068**
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 4 (Commercially Sensitive Information)
 - Joint Schedule 5 (Corporate Social Responsibility)
 - Joint Schedule 6 (Key Subcontractors) – **N/A**
 - Joint Schedule 7 (Financial Difficulties)
 - Joint Schedule 8 (Guarantee) – **N/A**
 - Joint Schedule 9 (Minimum Standards of Reliability) – **N/A**
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Joint Schedule 12 (Supply Chain Visibility) – **N/A**
 - 3.2 **Call-Off Schedules for 701428381 (DInfoCom/0164)**
 - Call-Off Schedule 1 (Transparency Reports) – **N/A**
 - Call-Off Schedule 2 (Staff Transfer) – **N/A**
 - Call-Off Schedule 3 (Continuous Improvement) – **N/A**
 - Call-Off Schedule 4 (Call Off Tender)
 - Call-Off Schedule 5 (Pricing Details)
 - Call-Off Schedule 6 (ICT Services)
 - Call-Off Schedule 7 (Key Supplier Staff) – **N/A**
 - Call-Off Schedule 8 (Business Continuity & Disaster Recovery) – **N/A**
 - Call-Off Schedule 9 (Security) Part A
 - Call-Off Schedule 10 (Exit Management) Part B
 - Call-Off Schedule 11 (Installation Works) – **N/A**
 - Call-Off Schedule 12 (Clustering) – **N/A**
 - Call-Off Schedule 13 (Implementation Plan and Testing) – **N/A**
 - Call-Off Schedule 14 (Service Levels) – **N/A**
 - Call-Off Schedule 15 (Call-Off Contract Management) – **N/A**
 - Call-Off Schedule 16 (Benchmarking) – **N/A**
 - Call-Off Schedule 17 (MOD Terms)
 - Call-Off Schedule 18 (Background Checks)
 - Call-Off Schedule 19 (Scottish Law) – **N/A**
 - Call-Off Schedule 20 (Call-Off Specification)
 - Call-Off Schedule 21 (Northern Ireland Law) – **N/A**
 - Call-Off Schedule 22 (Lease Terms) – **N/A**
 - Call-Off Schedule 23 (Optional Provisions) – **N/A**
4. **CCS Core Terms (version 3.0.6).**

Except for the SAP EULA (Call-Off Schedule 6) which shall prevail over any contradictory provision in this Call-Off Contract, no Supplier terms are part of the Call-Off Contract. That

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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:

1. AUTHORISATION BY THE CROWN FOR USE OF THIRD PARTY INTELLECTUAL PROPERTY RIGHTS
 - 1.1 Notwithstanding any other provisions of the Contract and for the avoidance of doubt, award of the Contract by the Authority and placement of any contract task under it does not constitute an authorisation by the Crown under Sections 55 and 56 of the Patents Act 1977 or Section 12 of the Registered Designs Act 1949. The Contractor acknowledges that any such authorisation by the Authority under its statutory powers must be expressly provided in writing, with reference to the acts authorised and the specific intellectual property involved
2. If the Authority does not wish to invoke the Option Period written notice of termination is required 3 months prior to the end date in order to terminate the SAP autorenewal of Licences & Services.

CALL-OFF START DATE: 31 Mar 2022

CALL-OFF EXPIRY DATE: 30 Mar 2023

CALL-OFF INITIAL PERIOD: 12 Months

CALL-OFF EXTENSION PERIOD (OPTIONAL): 12 Months

CALL-OFF DELIVERABLES

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

LOCATION FOR DELIVERY

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

DATES FOR DELIVERY OF THE DELIVERABLES

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

TESTING OF DELIVERABLES

Option A: None.

WARRANTY PERIOD

The warranty period for the purposes of Clause 3.1.2 of the Core Terms shall a Minimum is 90 days.

MAXIMUM LIABILITY

The limitation of liability for this Call-Off Contract is 150% of the Estimated Yearly Charges.

The Estimated Year 1 Charges used to calculate liability in the first Contract Year is £85,980.00 ex VAT.

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 a Specific Change in Law or Benchmarking using Call-Off Schedule 16 (Benchmarking) where this is used.

REIMBURSABLE EXPENSES

None.

PAYMENT METHOD

CP&F.

BUYER'S INVOICE ADDRESS:

Lt Col Rob Cloke

SO1 ISR PED

[REDACTED]

HoC C4ISTAR, Information Directorate, Army Headquarters, IDL 405, Zone 3, Ramillies Building, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S AUTHORISED REPRESENTATIVE

Pauline Hewish

D Info Commercial SO2a

[REDACTED]

Information Directorate, Blenheim Building, Army Headquarters, Marlborough Lines, Monxton Road, Andover, Hampshire, SP11 8HJ.

BUYER'S ENVIRONMENTAL POLICY – N/A

BUYER'S SECURITY POLICY – N/A

SUPPLIER'S AUTHORISED REPRESENTATIVE

Jamie Branston

Defence Account Manager

[REDACTED]

Atos, Midcity Place, 71 High Holborn, Holborn, London, WC1V 6EA

SUPPLIER'S CONTRACT MANAGER

Jas Sehmbi

Defence Commercial Manager

[REDACTED]

Atos, 1020Eskdale Road, WinnershTriangle, Winnersh, RG41 5TS

PROGRESS REPORT FREQUENCY – N/A

PROGRESS MEETING FREQUENCY – N/A

SUPPLIER KEY STAFF

Jamie Branston

Defence Account Manager

[REDACTED]

Atos, Midcity Place, 71 High Holborn, Holborn, London, WC1V 6EA

KEY SUBCONTRACTOR(S) – N/A

COMMERCIALLY SENSITIVE INFORMATION

Supplier pricing.

SERVICE CREDITS – N/A

ADDITIONAL INSURANCES – N/A

GUARANTEE – N/A

SOCIAL VALUE COMMITMENT – N/A

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For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:	[REDACTED]	Signature:	[REDACTED]
Name:	[REDACTED]	Name:	PAULINE HEWISH
Role:	Client Executive - Defence	Role:	Army D Info Commercial SO2a
Date:	16/03/22	Date:	17 March 2022