

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

Order Form

CALL-OFF REFERENCE: C28479

THE BUYER: **Secretary of State for Environment, Food and Rural Affairs**

BUYER ADDRESS Seacole Building
2 Marsham Street, London
SW1P 4DF

THE SUPPLIER: **ESRI (UK) Limited**

SUPPLIER ADDRESS: Millennium House, 65 Walton Street, Aylesbury,
Buckinghamshire HP21 7QG

REGISTRATION NUMBER: 01288342

DUNS NUMBER: 226271518

SID4GOV ID: 213021

This Order Form, when completed and executed by both Parties, forms a Call-Off Contract. A Call-Off Contract can be completed and executed using an equivalent document or electronic purchase order system.

APPLICABLE FRAMEWORK CONTRACT

This Order Form is for the provision of the Call-Off Deliverables and dated 14 March 2025.

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, Environment and Planning Solutions
Gov ELA with Agencies plus Services Bundle (1 year)

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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 Schedules.
2. Joint Schedule 1 (Definitions and Interpretation) RM6259
3. Framework Special Terms
4. The following Schedules in equal order of precedence:
 - Joint Schedules for RM6259
 - Joint Schedule 2 (Variation Form)
 - Joint Schedule 3 (Insurance Requirements)
 - Joint Schedule 10 (Rectification Plan)
 - Joint Schedule 11 (Processing Data)
 - Call-Off Schedules for C28479
 - Call-Off Schedule 1 (Transparency Reports)
 - Call-Off Schedule 2 (Staff Transfer)
 - Call-Off Schedule 6 (ICT Services); Option 3 applies, Supplier ownership of New IP with Buyer rights for the current contract only.
5. CCS Core Terms (version 3.0.11)
6. Joint Schedule 5 (Corporate Social Responsibility) RM6259
7. Call-Off Schedule 24 (Supplier-Furnished Terms)

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: 01.04.2025

CALL-OFF EXPIRY DATE: 31.03.2026

CALL-OFF INITIAL PERIOD: 1 Year

CALL-OFF DELIVERABLES

1. Third Party COTS Software products:
Software products proprietary to Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc"), as set out in Amendment No. 17 ("Amendment No. 17") to the Enterprise License Agreement ("ELA").

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2. Supplier COTS Software products:

- a. 10 x UK Data Loader Licenses
- b. 3 x Sweet Builder for ArcGIS Enterprise
- c. 10 x Sweet Data Editor for ArcGIS Enterprise

As set out and identified as 'Distributor Items' in Amendment No. 17.

3. Supplier SaaS:

- a. 1 x Maps+
- b. 5 x Sweet Builder for ArcGIS Online
- c. 165 x Sweet Data Editor for ArcGIS Online

As set out and identified as 'Distributor Items' in Amendment No. 17.

4. Professional consultancy services:

Up to 75 professional services man days per year as included in Amendment No. 17. Such services may be used for any purpose normally performed by Supplier's Professional Services staff (excluding training). No new IPR will be created.

5. Professional consultancy services (data):

Quarterly refresh (data consultancy services) to the 'Environment Agency Custom Data Stack': data consultancy relating to the provision of a map cache and geodatabase.

6. Training:

Up to £80,000 training credits per year as included in Amendment No. 17. Such credits can be used in relation to Supplier's standard training courses only, entitling Buyer to a non-exclusive, non-transferable, non-sublicensable licence to receive such training and associated training materials.

7. Support and maintenance services for: 1. 2., and 3. above.



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For any applicable data provision, including in relation to Maps+ and OS data, the applicable data shall continue to be governed by the applicable third party data licence terms. For any OS data, this is the OS Public Sector Geospatial Agreement.

COTS Software: Esri Inc (defined below) or Supplier COTS Software: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

Software as a Service (SaaS) Terms: Esri UK Online Services: licensed in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

Software Support and/or Maintenance: such is provided in accordance with the terms set out in Call-Off Schedule 24 (Supplier-Furnished Terms).

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 £6,600,000.00

CALL-OFF CHARGES

£6,600.000.00 (exc. VAT)

All changes to the Charges must use procedures that are equivalent to those in Paragraphs 5 and 6 in Framework Schedule 3 (Framework Prices).

The Charges will not be impacted by any change to the Framework Prices.

REIMBURSABLE EXPENSES

Recoverable as stated in the Framework Contract

PAYMENT METHOD

BACS, within 30 days from date of invoice

BUYER'S INVOICE ADDRESS:

Shared Services Connected Limited (SSCL)

APinvoices-DEF-U@gov.sscl.com

DEF Procure to Pay

PO Box 790

Newport

Framework Ref: RM6259 Vertical Application Solutions

Project Version: v1.0

Model Version: v3.8

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BUYER'S AUTHORISED REPRESENTATIVE

[REDACTED]

BUYER'S ENVIRONMENTAL POLICY

Not applicable

BUYER'S SECURITY POLICY

Not applicable

SUPPLIER'S AUTHORISED REPRESENTATIVE

[REDACTED]

SUPPLIER'S CONTRACT MANAGER

[REDACTED]

PROGRESS REPORT FREQUENCY

Not applicable

PROGRESS MEETING FREQUENCY

Not applicable

KEY STAFF

Not applicable

KEY SUBCONTRACTOR(S)

Not applicable

COMMERCIALLY SENSITIVE INFORMATION

Individual unit pricing detailed in any Supplier proposal/quote documents and in this Order Form. The 'Total' price is not considered commercially sensitive, save where the total quantity of licences is provided together with the total price.

Enterprise License Agreement, including amendments thereto, and Amendment No. 17.

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SERVICE CREDITS

If applicable, see Call-Off Schedule 24

ADDITIONAL INSURANCES

Not applicable

GUARANTEE

Not applicable

SOCIAL VALUE COMMITMENT

Not applicable

SCHEDULES TO THE CALL OFF CONTRACT

The required information for the relevant Schedules to the Call Off Contract is set out below:

CALL-OFF SCHEDULE 24 (SUPPLIER-FURNISHED TERMS)

Part 1A Non-COTS Third Party Software

Terms for licensing of non-COTS third party software in accordance with Call-Off Schedule 6 Paragraph 10.1.1 are detailed in Annex 1.

Part 1B COTS Software

Terms for licensing of COTS software in accordance with Call-Off Schedule 6 Paragraph 10.1.2 are detailed in Annex 2

Part 1C Software as a Service (SaaS) Terms

Terms for provision of a Software as a Service in accordance with Call-Off Schedule 6 Paragraph 10.2 are detailed in Annex 3.

Part 1D Software Support and/or Maintenance Terms

Terms for provision of Software Support and/or Maintenance services in accordance with Call-Off Schedule 6 Paragraph 10.3 are detailed in Annex 4.

Annex 1

N/A

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Annex 2

Environmental Systems Research Institute, Inc. ("Esri" or "Esri Inc") software products: the Enterprise License Agreement (as amended), including Amendment No. 17.



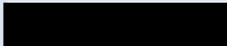
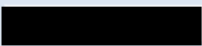


Supplier software products: the 'Esri UK Software Licence Agreement' available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>. Refer to Amendment No. 17.

Annex 3

Supplier software as a service / Supplier online services: the 'Esri UK Managed Cloud and Online Service Terms' available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>. Refer to Amendment No. 17.

Annex 4

Support and maintenance: the 'Esri UK Standard Support Policy' Available at: <https://www.esriuk.com/en-gb/legal/uk/terms-and-conditions>.

For and on behalf of the Supplier:		For and on behalf of the Buyer:	
Signature:		Signature:	
Name:		Name:	
Role:		Role:	
Date:	21 March 2025	Date:	20/03/2025